



AGENDA

May 23, 2022
Regular Meeting – 6:00 P.M.

- Call to Order
- Roll Call
- Review Minutes of Regular Meeting of April 25, 2022
- Review Minutes of Committee of the Whole Meeting of May 11, 2022
- Review Financial Statement ending April 30, 2022
- Citizen Comments
- Budget and Finance
 - Approval of Bills
 - Approval of Village of Cass City 2022 Tax Rates
 - Approval Sidewalk Quote with Creative Concrete
- Public Services Committee
 - Approve Fishbeck Agreement for Engineering Services for the Wastewater Treatment Plant
 - Approve Engagement Letter with MFCI, LLC for Financial Services for the Wastewater Treatment Plant
 - Approve Emterra Contract Extension for Waste Collection
 - Approve Increase of Refuse Fee for Emterra Fuel Surcharges
- Personnel and Public Safety
 - Approve Village Manager Contract
 - Approve Employee Insurance Renewal with Sun Life Assurance
 - Approve Freedom Festival Fireworks Permit
- Parks and Recreation Committee
 - Approve Proposal from Nicol and Sons to Pulverize and Grade Scotty McCullough Drive
- Downtown Development Authority – Meeting Minutes of April 12, 2022
- Economic Development Corporation – Meeting Minutes of April 12, 2022
- Planning Commission – Meeting Minutes of March 16, 2022
- Manager's Report
- Communications
- Other Business
- Adjournment

June 2022 Meetings and Events:

- June 14 – Parks and Recreation Committee, 5 pm
- June 14 – DDA/EDC Meeting, 1:30 pm
- June 15 – Planning Commission, 7 pm
- June 15 – Personnel & Public Safety Committee, 9 am
- June 21 – Public Services Committee, 9 am
- June 27 – Budget & Finance Committee, 5 pm
- June 27 – Council Meeting, 6 pm
- July 2 – Grand Parade, 10:30 am
- July 2 – Fireworks at Dusk
- July 4 – Independence Day, Offices Closed

A Regular Meeting of the Cass City Village Council was held in person, at the Cass City Municipal Building on Monday, April 25, 2022, at 6:00 p.m. Council Members present: President Dan Delamarter, Trustees: Don Ball, Bill Hartzell, Tom Herron, Michael Kirn, Joe Leeson and Rob Piaskowski.

Public Hearing #1– 46-5.11, Signs

MOTION# 2022.4.25-01

MOTION by Kirn, Supported by Trustee Leeson, to open a public hearing to receive comments on the proposed Zoning Amendment – 46-5.11 Signs. Roll Call Vote: Ball: yea, Hartzell: yea, Herron: yea, Kirn: yea, Leeson: yea, Piaskowski: yea, Delamarter: yea. MOTION CARRIED 7 yeas 0 nays

A Public Hearing began at 6:02 pm to receive public comments on the proposed Zoning Amendment – 46-5.11 Signs.

There were no comments from the public. Trustee Piaskowski inquired on commercial and residential flagpole heights.

MOTION# 2022.4.25-02

MOTION by Trustee Kirn, Supported by Trustee Leeson, to close a public hearing to receive comments on the proposed Zoning Amendment – 46-5.11 Signs. Roll Call Vote: Ball: yea, Hartzell: yea, Herron: yea, Kirn: yea, Leeson: yea, Piaskowski: yea, Delamarter: yea. MOTION CARRIED 7 yeas 0 nays

The Public Hearing was closed at 6:04 pm.

Public Hearing #2– 46-3.12, Adjacent Neighborhoods

MOTION# 2022.4.25-03

MOTION by Ball, Supported by Trustee Piaskowski, to open a public hearing to receive comments on the proposed Zoning Amendment – 46-3.12, Adjacent Neighborhoods. Roll Call Vote: Ball: yea, Hartzell: yea, Herron: yea, Kirn: yea, Leeson: yea, Piaskowski: yea, Delamarter: yea. MOTION CARRIED 7 yeas 0 nays

A Public Hearing began at 6:05 pm to receive public comments on the proposed Zoning Amendment – 46-3.12, Adjacent Neighborhoods.

There were no comments from the public. There were no comments from the Council.

MOTION# 2022.4.25-04

MOTION by Trustee Ball, Supported by Trustee Piaskowski, to close a public hearing to receive comments on the proposed Zoning Amendment – 46-3.12, Adjacent Neighborhoods. Roll Call Vote: Ball: yea, Hartzell: yea, Herron: yea, Kirn: yea, Leeson: yea, Piaskowski: yea, Delamarter: yea. MOTION CARRIED 7 yeas 0 nays

The Public Hearing was closed at 6:06 pm.

President Dan Delamarter presented the Village of Cass City Proclamation to Bert Althaver, long-time former Village President, and current Cass City DDA/EDC member. Althaver, supported by his family, remarked on the good people surrounding Cass City, the good work done together, and thanked the Council for this tribute.

MOTION# 2022.4.25-05

MOTION by Trustee Leeson, Supported by Trustee Kirm, to receive, approve, and file the minutes of the March 28, 2022, Regular Meeting. MOTION CARRIED 7 yeas 0 nays.

MOTION# 2022.4.25-06

MOTION by Trustee Piaskowski, Supported by Trustee Leeson to receive, and accept the Financial Statements of March 31, 2022. MOTION CARRIED 7 yeas 0 nays.

There were no comments during Citizen Comments.

MOTION# 2022.4.25-07

MOTION by Trustee Piaskowski, Supported by Trustee Leeson, to approve the First Quarter 2022 Budget Amendment. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2022.4.25-08

MOTION by Trustee Piaskowski, Supported by Trustee Herron, to receive and file the Village of Cass City Accounts Payable paid invoices. MOTION CARRIED 7 yeas 0 nays.

MOTION# 2022.4.25-09

MOTION by Trustee Kirm, Supported by Trustee Leeson, to adopt a Resolution Requesting ARPA Wastewater Treatment Plant Upgrades. Roll Call Vote: Ball: yea, Hartzell: yea, Herron: yea, Kirm: yea, Leeson: yea, Piaskowski: yea, Delamarter: yea. MOTION CARRIED 7 yeas 0 nays

MOTION# 2022.4.25-10

MOTION by Trustee Leeson, Supported by Trustee Hartzell, to appoint Trustee Piaskowski as Chairman of the 2022 Memorial Day Parade Chairman, with President Delamarter as Assistant Chairman. MOTION CARRIED 7 yeas 0 nays.

The Village Manager's proposed employment contract was discussed.

MOTION# 2022.4.25-11

MOTION by Trustee Herron, Supported by Trustee Hartzell, to approve the quote from Ryan Cumper for the construction of two dugouts at Softball Field #1, in the Municipal Park, in the amount of \$12,004. MOTION CARRIED 7 yeas 0 nays.

MOTION# 2022.4.25-12

MOTION by Trustee Kirm, Supported by Trustee Hartzell, to receive and file the minutes of the Cass City Downtown Development Authority (DDA) held on March 8, 2022. MOTION CARRIED 7 yeas 0 nays.

MOTION# 2022.4.25-13

MOTION by Trustee Kirn, Supported by Trustee Ball, to receive and file the minutes of the Cass City Economic Development Corporation (EDC) held on March 8, 2022. MOTION CARRIED 7 yeas 0 nays.

MOTION# 2022.4.25-14

MOTION by Trustee Leeson, Supported by Trustee Herron to approve Zoning Amendment – 46-5.11 Signs, Roll Call Vote: Ball: yea, Hartzell: yea, Herron: yea, Kirn: yea, Leeson: yea, Piaskowski: yea, Delamarter: yea. MOTION CARRIED 7 yeas 0 nays

MOTION# 2022.4.25-15

MOTION by Trustee Leeson, Supported by Trustee Herron to approve Zoning Amendment – 46-3.12, Adjacent Neighborhoods, Roll Call Vote: Ball: yea, Hartzell: yea, Herron: yea, Kirn: yea, Leeson: yea, Piaskowski: yea, Delamarter: yea. MOTION CARRIED 7 yeas 0 nays

In Other Business, Trustee Ball announced he will not be seeking re-election as a Village Trustee in the November 2022 Election.

Trustee Hartzell was excused at 6:58 pm.

MOTION# 2022.4.25-16

MOTION by Trustee Piaskowski, Supported by Trustee Kirn, to adjourn the meeting at 7:05 pm. MOTION CARRIED 6 yeas 0 nays.

Nanette S. Walsh

Nanette Walsh, CMC, CPFA, CPFIM, MiCPT

VILLAGE OF CASS CITY

RESOLUTION TO REQUEST TUSCOLA COUNTY ARPA FUNDING FOR THE WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the Village of Cass City must renovate their 40 year-old wastewater treatment plant at an estimated cost of \$15,500,000; and

WHEREAS, the Village of Cass City is the recipient of federal ARPA funds in the amount of \$238,226 which will be used for the engineering and design costs of the renovated wastewater treatment plant, estimated to be \$1,500,000; and

WHEREAS, the Village of Cass City, to reduce the impact on sewer rates for sewer customers, is seeking additional funding sources for the wastewater treatment plant project;

NOW, THEREFORE BE IT RESOLVED, the Village of Cass City would like to collaborate with Tuscola County concerning the renovation of the wastewater treatment plant; and requests a one-time appropriation of the Tuscola County ARPA funds for this project in the amount of \$250,000.

ROLL CALL:

AYE: Ball, Hartzell, Herron, Kirn, Leeson, Piaskowski
and Delamarter

NAY: None

ABSENT: None

ABSTAIN: None

RESOLUTION: Adopted, April 25, 2022



A Committee of the Whole Meeting of the Cass City Village Council was held Wednesday, May 11, 2022, at 7:00 p.m. at the Municipal Building.

Present: President Dan Delamarter, Trustees: Don Ball, Bill Hartzell, Tom Herron, Mick Kim, Joe Leeson, and Rob Piaskowski.

Staff Present were Debbie Powell, Village Manager, Nanette Walsh, Clerk/Treasurer, Craig Haynes, Police Chief, and James Freeman, Deputy Police Chief, Abigail Burlingame, Director of Parks, Recreation and Economic Development.

Robert Mantey, Tuscola County Drain Commissioner, gave an update on the Center B Drain and the County Storm Management Plans. He reported that the Center B Drain Clean Up/Maintenance project was a major upcoming project, and the Village of Cass City (Municipality) could have a special assessment levied at an early estimate of \$10,000, which would be present in the Winter 2022 Taxes. (Note: This special assessment would be paid from the Village of Cass City Budget. Village property owners would see their own special assessment, based on their area/acreage in the drainage district.)

Manager Powell introduced Abigail Burlingame, Director of Parks, Recreation and Economic Development. Powell gave an overview of the 2022 Pool Program, the new direction of the 2022 DayCamp Program and the new softball dugouts and Splash Pad Gazebo under construction.

Manager Powell presented recent information on the Cass Theater. Owner Dick Hendricks is looking for a local buyer/collaborative team to build the future of the theater. Discussions revolved around potential uses and various funding sources for this project.

There were no Comments during Citizens Comments.

The potential upgrades to the Wastewater Treatment Plant were discussed.

The current status of blight in the Village of Cass City was discussed.

MOTION by Trustee Piaskowski, Supported by Trustee Kim, to adjourn the meeting at 8:35 pm.
MOTION CARRIED 7 yeas 0 nays.

Nanette S. Walsh

Nanette Walsh, CMC, CPFA, CPFIM, MiCPT

Village of Cass City

Financial Statements

Month Ending 4/30/22

32.88% of Fiscal Year

REVENUE REPORT
 PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88

5/19/2022 05:26 PM
 ser: NAN
 3: Cass City

L NUMBER	DESCRIPTION	AMENDED BUDGET	2022 MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDDT USED
und 101 - GENERAL FUND		557,474.00		0.00	0.00	557,474.00	0.00
01-000-402.000	REAL PROPERTY TAXES	30,545.00	0.00	0.00	0.00	30,545.00	0.00
01-000-404.000	REAL PROPERTY TX-PA359 (PROMOTIONS)	88,994.00	0.00	0.00	0.00	88,994.00	0.00
01-000-410.000	PERSONAL PROPERTY TAXES	4,878.00	0.00	0.00	0.00	4,878.00	0.00
01-000-418.000	PER PROP TAX-PA 359 (PROMOTIONS)	1,040.00	0.00	0.00	0.00	1,040.00	0.00
01-000-445.000	PENALTIES & INTEREST TAXES	9,614.00	0.00	0.00	0.00	9,614.00	0.00
01-000-447.000	COLLECTION FEES TAXES	2,000.00	0.00	0.00	0.00	2,000.00	0.00
01-000-451.000	LIQUOR LICENSE FEES	900.00	0.00	0.00	0.00	900.00	0.00
01-000-543.000	STATE GRANT-PA 302 FUNDS	135,000.00	0.00	0.00	0.00	135,000.00	0.00
01-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	245,356.00	43,749.00	43,749.00	0.00	201,607.00	17.83
01-000-574.000	STATE SHARED REVENUE	52,883.00	8,813.00	8,813.00	0.00	44,070.00	16.67
01-000-575.000	STATE SHARED REV, EVIP	13,000.00	1,521.10	4,758.87	0.00	8,241.13	36.61
01-000-581.000	REVENUES, CCPS: SCHOOL.RESOURCE.OFFICER	100.00	0.00	0.00	0.00	100.00	0.00
01-000-584.000	RESTITUTION FUNDS, CCPD	35,000.00	0.00	0.00	0.00	35,000.00	0.00
01-000-607.000	CABLE FRANCHISE FEES	1,000.00	95.00	710.00	0.00	290.00	71.00
01-000-608.000	ZONING PERMIT FEES	2,600.00	60.00	380.50	0.00	2,219.50	14.63
01-000-625.000	MISCELLANEOUS REVENUES	150,176.00	11,671.02	34,624.71	0.00	115,551.29	23.06
01-000-640.000	REFUSE FEES	47,000.00	680.00	830.00	0.00	46,170.00	1.77
01-000-651.000	SWIMMING FEES	11,000.00	0.00	0.00	0.00	11,000.00	0.00
01-000-652.000	ARTS / CRAFTS FEES	2,700.00	350.00	670.00	0.00	2,030.00	24.81
01-000-653.000	OTHER RECREATION FEES	1,000.00	0.00	125.00	0.00	875.00	12.50
01-000-655.000	ORDINANCE FINES	3,250.00	187.22	833.59	0.00	2,416.41	25.65
01-000-662.000	REFUSE PENALTIES	2,600.00	15.68	10.47	0.00	2,589.53	0.40
01-000-664.000	INTEREST & DIVIDENDS	4,500.00	434.09	1,055.09	0.00	3,444.91	23.45
01-000-671.000	MISCELLANEOUS REIMBURSEMENT	5,000.00	5,000.00	5,000.00	0.00	0.00	100.00
01-000-675.000	DONATIONS FROM PUBLIC & PRIVATE	1,800.00	0.00	0.00	0.00	1,800.00	0.00
01-000-678.000	DONATIONS, MUSIC IN THE PARK	188,317.00	0.00	0.00	0.00	188,317.00	0.00
01-000-699.000	TRANSFERS IN, ADMIN CHRGR	119,000.00	0.00	0.00	0.00	119,000.00	0.00
01-000-699.100	TRANSFER IN FROM FUND BALANCE						

Fund 101 - GENERAL FUND: 1,716,727.00 72,576.11 101,560.23 0.00 1,615,166.77 5.92

TOTAL REVENUES

EXPENDITURE REPORT

PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88
 ACTIVITY FOR
 MONTH 04/30/22

2022
 INCR (DECR)

J. NUMBER	DESCRIPTION	AMENDED BUDGET	2022 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BGDGT USED
101 - GENERAL FUND		7,244.00	66.75	66.75	0.00	7,177.25	0.92
101 - COUNCIL		154,270.00	9,943.73	42,816.90	0.00	111,453.10	27.75
172 - ADMINISTRATIVE		179,144.00	13,217.13	50,592.17	0.00	128,551.83	28.24
215 - CLERK STAFF		20,630.00	0.00	2,935.00	0.00	17,695.00	14.23
223 - FINANCE		125,350.00	11,329.25	56,462.15	0.00	68,887.85	45.04
261 - GENERAL GOVERNMENT		520.00	0.00	0.00	0.00	520.00	0.00
262 - ELECTIONS		33,168.00	1,808.56	9,219.44	0.00	23,948.56	27.80
265 - BUILDINGS & GROUNDS		53,778.00	717.92	10,365.79	0.00	43,412.21	19.28
291 - COMMUNITY PROMOTION (PA 359)		543,320.00	42,165.85	190,123.35	0.00	353,196.65	34.99
301 - POLICE DEPARTMENT		14,040.00	0.00	0.00	0.00	14,040.00	0.00
315 - CRIME & SAFETY		14,835.00	86.76	605.13	0.00	14,229.87	4.08
441 - PUBLIC WORKS		150,176.00	12,070.71	46,839.64	0.00	103,336.36	31.19
520 - SOLID WASTE DISPOSAL		62,279.00	0.00	1,093.45	0.00	61,185.55	1.76
722 - PLANNING AND ZONING		108,706.00	4,573.65	5,823.59	10,394.00	92,488.41	14.92
752 - SWIMMING POOL		204,659.00	22,041.24	37,035.49	2,550.00	165,073.51	19.34
754 - PARKS DEPARTMENT		18,135.00	0.00	0.76	0.00	18,134.24	0.00
758 - RECREATION / DAYCAMP							
Fund 101 - GENERAL FUND:		1,690,254.00	118,021.55	453,979.61	12,944.00	1,223,330.39	27.62
TOTAL EXPENDITURES							

REVENUE REPORT
 PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88
 ACTIVITY FOR
 MONTH 04/30/22
 INCR (DECR)

5/19/2022 05:26 PM
 ser: NAN
 3: Cass City

L NUMBER	DESCRIPTION	AMENDED BUDGET	2022 MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
und 202 - MAJOR STREET		21,244.00	0.00	0.00	0.00	21,244.00	0.00
02-000-402.000	MJ ST REAL PROPERTY TAXES	3,527.00	0.00	0.00	0.00	3,527.00	0.00
02-000-410.000	MJ ST PERSONAL PROPERTY TAXES	268,154.00	25,824.41	49,032.95	0.00	219,121.05	18.29
02-000-553.000	MJ ST GAS & WEIGHT	4,112.00	0.00	0.00	0.00	4,112.00	0.00
02-000-573.000	LOCAL COMM STABILIZATION SHARE (ICAS)	12,752.00	0.00	0.00	0.00	12,752.00	0.00
02-000-607.000	PA 48 METRO ACT, TELECOM RT OF WAY	728.00	5.41	0.08	0.00	727.92	0.01
02-000-664.000	INTEREST & DIVIDENDS	1,040.00	0.00	0.00	0.00	1,040.00	0.00
02-000-671.000	MJ ST MISC. REIMBURSEMENT	46,746.00	0.00	0.00	0.00	46,746.00	0.00
02-000-676.000	TRUNK LINE MAINTENANCE CONTRACT	30,472.00	0.00	0.00	0.00	30,472.00	0.00
02-000-690.000	MJ ST 1.5 MILLS CO. BRIDGE TAX	143,820.00	0.00	0.00	0.00	143,820.00	0.00
02-000-699.000	APPROP FROM FUND BALANCE		0.00	0.00	0.00		

Fund 202 - MAJOR STREET: 532,595.00 25,829.82 49,033.03 0.00 483,561.97 9.21

TOTAL REVENUES

EXPENDITURE REPORT

PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88
 ACTIVITY FOR
 MONTH 04/30/22
 2022 INCR (DECR)

4/19/2022 05:26 PM
 er: NAN
 3: Cass City

LINE NUMBER	DESCRIPTION	AMENDED BUDGET	2022 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
und 202 - MAJOR STREET		204,592.00	5,159.24	87,071.88	0.00	117,520.12	42.56
463 - STREET MAINTENANCE		22,357.00	0.00	1,110.09	0.00	21,246.91	4.97
470 - R. O. W. MAINTENANCE		9,461.00	0.00	123.76	0.00	9,337.24	1.31
474 - SIGNS		94,437.00	0.00	26,018.94	0.00	68,418.06	27.55
478 - SNOW		146,000.00	0.00	0.00	0.00	146,000.00	0.00
484 - LOCAL STREET		1,716.00	0.00	259.03	0.00	1,456.97	15.09
486 - TRUNKLINE MAINTENANCE		9,256.00	642.36	1,945.32	0.00	7,310.68	21.02
488 - TRUNKLINE SWEEPING/FLUSHING		1,164.00	17.45	17.45	0.00	1,146.55	1.50
493 - STATE MONUMENT PROPERTY T.L.		936.00	35.26	137.67	0.00	798.33	14.71
494 - TRUNKLINE SIGNS		35,299.00	0.00	22,713.31	0.00	12,585.69	64.35
497 - TRUNKLINE SNOW REMOVAL		6,801.00	94.92	2,905.41	0.00	3,895.59	42.72
502 - TRUNKLINE FRINGE BENEFITS							
Fund 202 - MAJOR STREET:		532,019.00	5,949.23	142,302.86	0.00	389,716.14	26.75
TOTAL EXPENDITURES							

REVENUE REPORT
 PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88

ACTIVITY FOR
 MONTH 04/30/22
 INCR (DECR)

YTD BALANCE
 04/30/2022
 NORM (ABNORM)

NUMBER	DESCRIPTION	2022 AMENDED BUDGET	INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
und 203 - LOCAL STREET		201,111.00	0.00	0.00	0.00	201,111.00	0.00
3-000-402.000	REAL PROPERTY TAXES	31,732.00	0.00	0.00	0.00	31,732.00	0.00
3-000-410.000	PERSONAL PROPERTY TAXES	105,617.00	9,948.93	18,890.37	0.00	86,726.63	17.89
3-000-553.000	GAS & WEIGHT	49,526.00	0.00	0.00	0.00	49,526.00	0.00
3-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	390.00	10.20	14.54	0.00	375.46	3.73
3-000-664.000	INTEREST & DIVIDENDS	780.00	0.00	0.00	0.00	780.00	0.00
3-000-671.000	MISC REIMBURSEMENTS	56,059.00	0.00	0.00	0.00	56,059.00	0.00
3-000-690.000	1.5 MILLS CO. BRIDGE TAX	146,500.00	0.00	0.00	0.00	146,500.00	0.00
3-000-692.000	CONTRIBUTION FROM MAJOR STREETS	13,950.00	0.00	0.00	0.00	13,950.00	0.00
3-000-699.000	TRANSFER IN, LOCAL STREET FUND BALANCE						

und 203 - LOCAL STREET: 605,665.00 9,959.13 18,904.91 0.00 586,760.09 3.12

TOTAL REVENUES

EXPENDITURE REPORT

PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88
 ACTIVITY FOR
 MONTH 04/30/22
 2022 INCR (DECR)

5/19/2022 05:26 PM
 ser: NAN
 3: Cass City

L NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
		424,641.00	49,506.91	0.00	375,134.09	11.66
und 203 - LOCAL STREET						
463 - STREET MAINTENANCE		31,867.00	51.47	0.00	31,815.53	0.16
470 - R. O. W. MAINTENANCE		9,296.00	13.41	0.00	9,282.59	0.14
474 - SIGNS		60,374.00	25,391.76	0.00	34,982.24	42.06
478 - SNOW		79,438.00	30,484.22	0.00	48,953.78	38.37
494 - TRUNKLINE SIGNS						

Fund 203 - LOCAL STREET: 605,616.00 22,810.02 105,447.77 0.00 500,168.23 17.41

TOTAL EXPENDITURES

L NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
und 244 - ECONOMIC DEVELOPMENT							
44-000-664.000	INTEREST & DIVIDENDS	312.00	0.91	1.44	0.00	310.56	0.46
44-000-691.000	APPROPRIATION FROM FUND BALANCE	525.00	0.00	0.00	0.00	525.00	0.00
und 244 - ECONOMIC DEVELOPMENT:		837.00	0.91	1.44	0.00	835.56	0.17
TOTAL REVENUES							

EXPENDITURE REPORT
 PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88

ACTIVITY FOR MONTH 04/30/22
 2022 MONTH 04/30/22 INCR (DECR)
 YTD BALANCE 04/30/2022 / NORM (ABNORM)
 ENCUMBERED YEAR-TO-DATE
 UNENCUMBERED BALANCE
 % BDTG USED

L NUMBER	DESCRIPTION	AMENDED BUDGET	2022 MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 / NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
und 244 - ECONOMIC DEVELOPMENT		837.00	510.00	510.00	0.00	327.00	60.93
001 - ADMINISTRATION							
und 244 - ECONOMIC DEVELOPMENT:							
TOTAL EXPENDITURES		837.00	510.00	510.00	0.00	327.00	60.93

FUND NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR		YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
			MONTH	04/30/22				
Fund 248 - D.D.A.								
248-000-402.000	CAPTURED TAXES	14,245.00	0.00	0.00	0.00	0.00	14,245.00	0.00
248-000-403.000	CAPTURE TOWNSHIP TAXES	2,752.00	2,751.83	2,751.83	0.00	0.00	0.17	99.99
248-000-404.000	CAPTURE COUNTY TAXES	6,295.00	6,295.17	6,295.17	0.00	0.00	(0.17)	100.00
248-000-625.000	MISC FEES	650.00	0.00	650.00	0.00	0.00	0.00	100.00
248-000-664.000	INTEREST & DIVIDENDS	260.00	0.48	0.48	0.00	0.00	259.78	0.08
248-000-665.200	RENTALS AND LEASES, THORP PRPTY	1,576.00	0.00	1,575.81	0.00	0.00	0.19	99.99
248-000-675.000	TRANSFER FROM FUND BALANCE	14,174.00	0.00	0.00	0.00	0.00	14,174.00	0.00
Fund 248 - D.D.A.:		39,952.00	9,047.48	11,273.03	0.00	0.00	28,678.97	28.22
TOTAL REVENUES								

SL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDT USED
Fund 248 - D.D.A.							
001	ADMINISTRATION	22,029.00	844.34	10,500.49	0.00	11,528.51	47.67
005	THORP PROPERTY	8,402.00	812.25	1,831.20	0.00	6,570.80	21.79
008	DDA DEBT SERVICE	9,521.00	793.35	3,095.52	0.00	6,425.48	32.51

Fund 248 - D.D.A.:

TOTAL EXPENDITURES

39,952.00 2,449.94 15,427.21 0.00 24,524.79 38.61

REVENUE REPORT
 PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT							
401-000-501.000	OTHER LOAN PROCEEDS - USDA/RD	770,000.00	0.00	0.00	0.00	770,000.00	0.00
401-000-664.000	INTEREST & DIVIDENDS	120.00	0.00	0.14	0.00	119.86	0.12
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT:		770,120.00	0.00	0.14	0.00	770,119.86	0.00
TOTAL REVENUES							

EXPENDITURE REPORT
 PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88
 ACTIVITY FOR
 MONTH 04/30/22
 2022 INCR (DECR)

YTD BALANCE
 04/30/2022
 NORM (ABNORM)

ENCUMBERED
 YEAR-TO-DATE

UNENCUMBERED
 BALANCE

% BGT
 USED

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2022 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BGT USED
Fund 401 - CAPITAL PROJECTS: 001 - ADMINISTRATION	SEEGER STREET PROJECT	770,120.00	0.00	15.00	0.00	770,105.00	0.00

Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT:
 TOTAL EXPENDITURES

770,120.00	0.00	15.00	0.00	770,105.00	0.00
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REVENUE REPORT
 PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88
 ACTIVITY FOR
 MONTH 04/30/22
 INCR (DECR)

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 408 - WATER RECREATION FUND						
408-000-664.000	INTEREST & DIVIDENDS	100.00	0.32	0.00	99.68	0.32
408-000-675.000	DONATIONS, SPLASH PARK PROJECT	2,500.00	2,500.00	0.00	0.00	100.00
408-000-699.100	TRANSFER IN FROM GENERAL FUND	7,000.00	0.00	0.00	7,000.00	0.00
Fund 408 - WATER RECREATION FUND:		9,600.00	2,500.32	0.00	7,099.68	26.05
TOTAL REVENUES						

EXPENDITURE REPORT

PERIOD ENDING 04/30/2022

% Fiscal Year Completed: 32.88

ACTIVITY FOR
 MONTH 04/30/22
 INCR (DECR)

YTD BALANCE
 04/30/2022
 NORM (ABNORM)

UNENCUMBERED
 BALANCE

% BDGT
 USED

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 408 - WATER RECREATION FUND							
001 - ADMINISTRATION		600.00	0.00	215.10	0.00	384.90	35.85
002 - TREATMENT AND PUMPING		9,000.00	0.00	0.00	0.00	9,000.00	0.00

Fund 408 - WATER RECREATION FUND:

TOTAL EXPENDITURES

9,600.00	0.00	215.10	0.00	9,384.90	2.24
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REVENUE REPORT
 PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88

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 DB: Cass City

ACTIVITY FOR
 MONTH 04/30/22
 INCR (DECR)

YTD BALANCE
 04/30/2022/
 NORM (ABNORM)

ENCUMBERED
 YEAR-TO-DATE

UNENCUMBERED
 BALANCE

% BGD
 USED

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	2022 MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022/ NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BGD USED
Fund 590 - WASTEWATER TREATMENT		238,000.00	0.00	0.00	0.00	238,000.00	0.00
590-000-528.000	OTHER FEDERAL GRANTS - ARPA	24,960.00	3,600.00	7,830.00	0.00	17,130.00	31.37
590-000-609.000	SEWER MISC REVENUES	275,567.00	23,378.32	70,124.22	0.00	205,442.78	25.45
590-000-628.000	SEWER OMR FEES	503,016.00	43,507.96	120,254.51	0.00	382,761.49	23.91
590-000-629.000	SEWER USAGE FEES PER 1K GALLONS	1,040.00	0.00	0.00	0.00	1,040.00	0.00
590-000-636.000	SEWER CONNECTIONS	14,040.00	913.31	3,620.17	0.00	10,419.83	25.78
590-000-662.000	SEWER SERVICE PENALTIES	2,340.00	20.89	35.90	0.00	2,304.10	1.53
590-000-664.000	INTEREST & DIVIDENDS						
Fund 590 - WASTEWATER TREATMENT:		1,058,963.00	71,420.48	201,864.80	0.00	857,098.20	19.06
TOTAL REVENUES							

EXPENDITURE REPORT
 PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 590 - WASTEWATER TREATMENT							
001 - ADMINISTRATION		210,134.00	9,635.41	27,246.10	0.00	182,887.90	12.97
002 - TREATMENT AND PUMPING		526,187.00	24,151.80	79,860.17	250.00	446,076.83	15.22
003 - COLLECTIONS		114,023.00	2,645.60	12,251.87	0.00	101,771.13	10.75
004 - MAINTENANCE		183,967.00	13,445.14	61,350.95	0.00	122,616.05	33.35
Fund 590 - WASTEWATER TREATMENT:		1,034,311.00	49,877.95	180,709.09	250.00	853,351.91	17.50
TOTAL EXPENDITURES							

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 591 - WATER SYSTEM							
591-000-544.000	STATE GRANT - DWAM	130,034.00	0.00	0.00	0.00	130,034.00	0.00
591-000-628.000	WATER OMR FEES	284,162.00	24,227.55	72,725.72	0.00	211,436.28	25.59
591-000-629.000	WATER USAGE FEES PER 1000 GALLONS	347,821.00	30,655.76	82,143.45	0.00	265,677.55	23.62
591-000-636.000	CONNECTIONS	1,040.00	0.00	0.00	0.00	1,040.00	0.00
591-000-646.000	BULK WATER SALES REVENUIE	2,080.00	0.00	0.00	0.00	2,080.00	0.00
591-000-662.000	SERVICE PENALTIES	10,785.00	559.69	2,546.86	0.00	8,238.14	23.61
591-000-664.000	INTEREST & DIVIDENDS	5,200.00	39.15	63.95	0.00	5,136.05	1.23
591-000-665.000	BUILDING LEASE REVENUES	49,005.00	0.00	0.00	0.00	49,005.00	0.00
591-000-671.000	MISC. REIMBURSEMENTS	6,240.00	50.00	50.00	0.00	6,190.00	0.80
591-000-679.000	REVENUES, WALBRO PROJ ESCROW	5,000.00	0.00	5,000.00	0.00	0.00	100.00
591-000-699.000	TRANSFERS FROM FUND BALANCE	198,000.00	0.00	0.00	0.00	198,000.00	0.00
Fund 591 - WATER SYSTEM:		1,039,367.00	55,532.15	162,529.98	0.00	876,837.02	15.64
TOTAL REVENUES							

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDDT USED
Fund 591 - WATER SYSTEM							
001 - ADMINISTRATION		185,564.00	8,849.28	28,702.68	0.00	156,861.32	15.47
002 - TREATMENT AND PUMPING		205,595.00	14,623.81	56,459.89	0.00	149,135.11	27.46
003 - COLLECTIONS		488,428.00	20,016.48	43,174.03	719.64	444,534.33	8.99
004 - MAINTENANCE		18,302.00	0.00	852.01	0.00	17,449.99	4.66
011 - DWAM GRANT		141,397.00	0.00	0.00	0.00	141,397.00	0.00
Fund 591 - WATER SYSTEM:		1,039,286.00	43,489.57	129,188.61	719.64	909,377.75	12.50
TOTAL EXPENDITURES							

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 651 - MOTOR VEHICLE & EQUIPMENT							
651-000-654.000	DPW CONTRACTING REVENUES	1,560.00	0.00	0.00	0.00	1,560.00	0.00
651-000-663.000	MVF, INSURANCE PROCEEDS	10,000.00	10,000.00	10,000.00	0.00	0.00	100.00
651-000-664.000	INTEREST & DIVIDENDS	1,560.00	20.09	33.93	0.00	1,526.07	2.18
651-000-670.000	INTERDEPARTMENT RENTALS	353,896.00	16,283.57	107,299.04	0.00	246,596.96	30.32
651-000-671.000	MISC REIMBURSEMENTS	423.00	0.00	0.00	0.00	423.00	0.00

Fund 651 - MOTOR VEHICLE & EQUIPMENT:

TOTAL REVENUES		367,439.00	26,303.66	117,332.97	0.00	250,106.03	31.93
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TOTAL REVENUES - ALL FUNDS

TOTAL REVENUES - ALL FUNDS		6,141,265.00	270,669.74	665,000.85	0.00	5,476,264.15	10.83
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EXPENDITURE REPORT
 PERIOD ENDING 04/30/2022
 % Fiscal Year Completed: 32.88

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
Fund 651 - MOTOR VEHICLE & EQUIPMENT							
001 - ADMINISTRATION		329,133.00	9,278.61	40,878.18	4,581.73	283,673.09	13.81
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Fund 651 - MOTOR VEHICLE & EQUIPMENT:							
TOTAL EXPENDITURES		329,133.00	9,278.61	40,878.18	4,581.73	283,673.09	13.81
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TOTAL EXPENDITURES - ALL FUNDS		6,051,128.00	252,386.87	1,068,673.43	18,495.37	4,963,959.20	17.97

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 101 - GENERAL FUND							
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		1,716,727.00	72,576.11	101,560.23	0.00	1,615,166.77	5.92
TOTAL EXPENDITURES		1,690,254.00	118,021.55	453,979.61	12,944.00	1,223,330.39	27.62
NET OF REVENUES & EXPENDITURES		26,473.00	(45,445.44)	(352,419.38)	(12,944.00)	391,836.38	
Fund 202 - MAJOR STREET							
Fund 202 - MAJOR STREET:							
TOTAL REVENUES		532,595.00	25,829.82	49,033.03	0.00	483,561.97	9.21
TOTAL EXPENDITURES		532,019.00	5,949.23	142,302.86	0.00	389,716.14	26.75
NET OF REVENUES & EXPENDITURES		576.00	19,880.59	(93,269.83)	0.00	93,845.83	
Fund 203 - LOCAL STREET							
Fund 203 - LOCAL STREET:							
TOTAL REVENUES		605,665.00	9,959.13	18,904.91	0.00	586,760.09	3.12
TOTAL EXPENDITURES		605,616.00	22,810.02	105,447.77	0.00	500,168.23	17.41
NET OF REVENUES & EXPENDITURES		49.00	(12,850.89)	(86,542.86)	0.00	86,591.86	
Fund 244 - ECONOMIC DEVELOPMENT							
Fund 244 - ECONOMIC DEVELOPMENT:							
TOTAL REVENUES		837.00	0.91	1.44	0.00	835.56	0.17
TOTAL EXPENDITURES		837.00	510.00	510.00	0.00	327.00	60.93
NET OF REVENUES & EXPENDITURES		0.00	(509.09)	(508.56)	0.00	508.56	
Fund 248 - D.D.A.							
Fund 248 - D.D.A.:							
TOTAL REVENUES		39,952.00	9,047.48	11,273.03	0.00	28,678.97	28.22
TOTAL EXPENDITURES		39,952.00	2,449.94	15,427.21	0.00	24,524.79	38.61
NET OF REVENUES & EXPENDITURES		0.00	6,597.54	(4,154.18)	0.00	4,154.18	
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT							
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT:							
TOTAL REVENUES		770,120.00	0.00	0.14	0.00	770,119.86	0.00
TOTAL EXPENDITURES		770,120.00	0.00	15.00	0.00	770,105.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(14.86)	0.00	14.86	
Fund 408 - WATER RECREATION FUND							
Fund 408 - WATER RECREATION FUND:							
TOTAL REVENUES		9,600.00	0.00	2,500.32	0.00	7,099.68	26.05
TOTAL EXPENDITURES		9,600.00	0.00	215.10	0.00	9,384.90	2.24
NET OF REVENUES & EXPENDITURES		0.00	0.00	2,285.22	0.00	(2,285.22)	
Fund 590 - WASTEWATER TREATMENT							
Fund 590 - WASTEWATER TREATMENT:							
TOTAL REVENUES		1,058,963.00	71,420.48	201,864.80	0.00	857,098.20	19.06
TOTAL EXPENDITURES		1,034,311.00	49,877.95	180,709.09	250.00	853,551.91	17.50
NET OF REVENUES & EXPENDITURES		24,652.00	21,542.53	21,155.71	(250.00)	3,746.29	
Fund 591 - WATER SYSTEM							
Fund 591 - WATER SYSTEM:							
TOTAL REVENUES		1,039,367.00	55,532.15	162,529.98	0.00	876,837.02	15.64
TOTAL EXPENDITURES		1,039,286.00	43,489.57	129,188.61	719.64	909,377.75	12.50
NET OF REVENUES & EXPENDITURES		81.00	12,042.58	33,341.37	(719.64)	(32,540.73)	

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/22 INCR (DECR)	YTD BALANCE 04/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
Fund 651 - MOTOR VEHICLE & EQUIPMENT							
Fund 651 - MOTOR VEHICLE & EQUIPMENT:							
TOTAL REVENUES		367,439.00	26,303.66	117,332.97	0.00	250,106.03	31.93
TOTAL EXPENDITURES		329,133.00	9,278.61	40,878.18	4,581.73	283,673.09	13.81
NET OF REVENUES & EXPENDITURES		38,306.00	17,025.05	76,454.79	(4,581.73)	(33,567.06)	
TOTAL REVENUES - ALL FUNDS		6,141,265.00	270,669.74	665,000.85	0.00	5,476,264.15	10.83
TOTAL EXPENDITURES - ALL FUNDS		6,051,128.00	252,386.87	1,068,673.43	18,495.37	4,963,959.20	17.97
NET OF REVENUES & EXPENDITURES		90,137.00	18,282.87	(403,672.58)	(18,495.37)	512,304.95	



Moving Forward Working Together

TO: Village President and Council
FROM: Nanette Walsh, Clerk/Treasurer
DATE: May 23, 2022
SUBJECT: Authorize Dan Delamarter, Village President, as signatory on behalf of the Village of Cass City on the 2022 Tax Rate Request (L-4029)

During the process of adopting the 2022 Village of Cass City Budget General Appropriations Act, the Village Council approved setting the 2022 Tax Levy at 18.0587 Mills.

Due to the Headlee Amendment, and Proposition A, the allowable tax millage is:

<u>Millage Type:</u>	<u>2022 Millage</u> <u>Per Budget Hearing/Resolution</u>	<u>2022 Millage Requested</u>
General Operating	12.4625	12.4089 (Headlee Max)
Streets	4.9162	4.9162 (Budget Resolution)
Community Promotions	0.6800	0.6800 (Budget Resolution)

As a function of the Treasurer's duties, the submission of Form L-4029 formalizes the tax levy upon signature of the Village President and the Village Clerk. This document is forwarded to Tuscola County Equalization for final calculation of the Village Tax Bills.

Therefore, we request the following:

MOTION: To Authorize Dan Delamarter, Village President, as signatory for certification of the 2022 Tax Rate Request for the Village of Cass City.

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

Carefully read the instructions on page 2.

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes: **Tuscola**
 2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022: **\$51,515,357 plus IFTs**
 Local Government Unit Requesting Millage Levy: **Village of Cass City, MI**
 For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter	Operating		12.5000	12.4089	1.0000	12.4089	1.0000	12.4089	14.4089		
Charter	Streets		5.0000	4.9635	1.0000	4.9635	1.0000	4.9635	4.9162		
PA 359	Promotions		4.0000	-	-	-	-	-	0.6800		

Prepared by: **Nanette S. Walsh** Telephone Number: **(989) 872-2911** Title of Preparer: **Clerk/Treasurer** Date: _____

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.121(3).

<input checked="" type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary		Nanette Walsh	
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		Dan Delamarter	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Please review all calculations independently for accuracy when preparing your L-4029 Tax Rate Request!
 Don't forget to fill out column 10 or 11 with the actual millage to be levied!



2022 L4029 Example Calculations			L4029 INFORMATION					Levy on Tax Bill				TRUTH IN TAXATION INFORMATION			TOTAL	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	Millage Levied	BTRF (Truth in Taxation)	Millage Allowed Without Hearing	Headlee	
Source	Purpose	Date of Election	Original Millage Authorized	Millage Perm. Reduced	Cur Year MRF	Col 5 x Col 6	Sec 211.34 MRF	Max Mills Col 7 x Col 8	Levy on July 1	Levy on Dec 1	Expiration Date of Millage	Last Year Taxation	or Budget Hearing	NOTES	MILLS	
031 Village of Akron	Oper		12.5000	10.8880	1.0000	10.8880	1.0000	10.8880				10.8880	.9716	10.5788	Can Not levy more	13.8912
Charter	Hydrant		2.3000	2.0032	1.0000	2.0032	1.0000	2.0032				2.0032	.9716	1.9463	than Col 9 mills	
	Streets		1.0000	1.0000	1.0000	1.0000	1.0000	1.0000				1.0000	.9716	.9716		
035 Village of Cass City	Gen-Op		12.5000	12.4089	1.0000	12.4089	1.0000	12.4089				12.4089	.9776	12.1309	Can Not levy more	17.3724
Charter	Streets		5.0000	4.9635	1.0000	4.9635	1.0000	4.9635				4.9162	.9776	4.8061	than Col 9 mills	
PA298-1917	Landfill		3.0000	n/a	n/a	n/a	n/a	n/a				.0800				
PA359-1925	Promotion		4.0000	n/a	n/a	n/a	n/a	n/a				.6800				
036 Village of Fairgrove	Oper		12.5000	10.7333	.9658	10.3662	1.0000	10.3662				10.7333	.9350	10.0356	Can Not levy more	14.5126
Charter	Streets		5.0000	4.2933	.9658	4.1464	1.0000	4.1464				4.2933	.9350	4.0142	than Col 9 mills	
037 Village of Gagatown	Oper		12.5000	12.2639	1.0000	12.2639	1.0000	12.2639				12.2639	1.0524	12.9065	Can Not levy more	21.7114
Charter	streets		2.5000	2.4525	1.0000	2.4525	1.0000	2.4525				2.4525	1.0524	2.5810	than Col 9 mills	
Sp Voted	DPW	11/12	3.5000	3.4975	1.0000	3.4975	1.0000	3.4975			2022	3.4975	1.0524	3.6808		
Sp Voted	Law Enforce	02/13	3.5000	3.4975	1.0000	3.4975	1.0000	3.4975			2022	3.4975	1.0524	3.6808		
038 Village of Kingston	Oper		12.5000	10.7393	.9921	10.6544	1.0000	10.6544				10.7393	.9604	10.3140	Can Not levy more	16.3584
Charter	Pub. Safety		4.0000	n/a	n/a	n/a	n/a	4.0000				4.0000	n/a	n/a	than Col 9 mills	
Sp Asmt.	Water Imp		2.0000	1.7176	.9921	1.7040	1.0000	1.7040				1.7176	.9604	1.6496		
040 Village of Mayville	Oper		12.5000	10.1615	.9965	10.1259	1.0000	10.1259				10.1615	.9646	9.8018	Can Not levy more	14.1986
Charter	Streets		2.5000	2.1526	.9965	2.1450	1.0000	2.1450				2.1526	.9646	2.0764	than Col 9 mills	
Sp Voted	Street Repair	03/20	2.0000	1.9345	.9965	1.9277	1.0000	1.9277			2024	1.9345	.9646	1.8660		
041 Village of Millington	Oper		12.5000	11.5874	1.0000	11.5874	1.0000	11.5874				11.5874	.9725	11.2687	Can Not levy more	13.9396
Charter	Village Utility		2.5000	2.3522	1.0000	2.3522	1.0000	2.3522				2.3522	.9725	2.2875	than Col 9 mills	
042 Village of Reese	Oper		12.5000	11.4858	.9939	11.4157	1.0000	11.4157				10.5000	.9621	10.1021	Can Not levy more	12.3286
General	Sidewalks	Charter	1.5000	.9186	.9939	.9129	1.0000	.9129				.5000	.9621	.4811	than Col 9 mills	
Sp Asmt	Fire Apparatus		1.5000	n/a	n/a	n/a	n/a	1.5000			2029	1.5000	n/a	n/a		
043 Village of Unionville	Oper		12.5000	11.0864	.9877	10.9500	1.0000	10.9500				11.0864	.9562	10.6008	Can Not levy more	13.5767
General	Streets & Sidewalks		3.0000	2.6595	.9877	2.6267	1.0000	2.6267				2.6595	.9562	2.5430	than Col 9 mills	



L40281C - Millage Reduction Fractions
1.033

2022 Tuscola County

Taxing Jurisdiction Villages	2021 Taxable	2022 Taxable	Losses	Additions	2022 M.R.F.	2022 TR/A	2022 TR/C.EQ	2022 BTRF
Akron Village Total	6,555,203	6,967,538	28,200	249,500	1.0000	1.0000	1.0000	0.9716
031 AKRON VILLAGE 001	4,147,379	4,395,789	8,300	216,600				
032 AKRON VILLAGE 010	2,407,824	2,571,749	19,900	32,900				
035 CASS CITY 007	50,186,038	51,515,357	362,741	552,500	1.0000	1.0000	1.0000	0.9776
036 FAIRGROVE VILLAGE 010	7,068,703	7,584,716	17,449	43,000	0.9658	1.0000	1.0000	0.9350
037 GAGETOWN 009	4,185,615	3,934,970	45,821	1,400	1.0000	1.0000	1.0000	1.0524
Kingston Village Total	6,140,948	6,559,496	24,241	190,547	0.9921	1.0000	1.0000	0.9604
038 KINGSTON VILLAGE 015	4,790,287	5,166,169	7,052	157,747				
039 KINGSTON VILLAGE 016	1,350,661	1,393,327	17,189	32,800				
040 MAYVILLE 011	16,543,259	17,136,315	96,592	86,850	0.9965	1.0000	1.0000	0.9646
041 MILLINGTON VILLAGE 017	19,545,183	20,255,724	325,986	493,900	1.0000	1.0000	1.0000	0.9725
Reese Village Total	30,997,297	32,740,672	56,172	581,466	0.9939	1.0000	1.0000	0.9621
042 REESE 006	30,635,369	32,294,133	56,172	508,766				
Reese - Saginaw County	361,928	446,539	0	72,700				
043 UNIONVILLE 004	8,775,569	9,476,738	56,461	358,087	0.9877	1.0000	1.0000	0.9562



Village of Cass City Resolution

2022 MILLAGE RATE

A RESOLUTION TO PROVIDE FOR ADOPTION OF THE 2022 MILLAGE RATE

At a Regular Cass City Village Council Meeting held on Monday, December 13, 2021:

MOTION BY: Trustee Piaskowski SUPPORTED BY: Trustee Leeson

Now therefore be it resolved, the Village Council hereby adopts the proposed Village of Cass City Millage Rates for 2022 and set the millage to provide the Tax Revenues included in the Adopted Fiscal Year 2022 budget as follows:

	Mills
Village General Operating	12.4625
Streets	4.9162
PA Act 359 – Promotion	0.6800
 Total Village Millage:	 18.0587

Be it further resolved, 1% administration fee be charged and that ½ of the above millage rates on the Industrial Development Exemption Tax Roll be levied.

Ayes: 6 Nays: 0

Nanette S. Walsh
Village Clerk/Treasurer

CERTIFICATE

I do hereby certify that the foregoing is a complete and true copy of a resolution, the original of which is on file in my office, adopted by the Cass City Village Council at a regular meeting held on Monday, December 13, 2021.



Clerk/Treasurer, Village of Cass City



Moving Forward Working Together

To: Village President and Council

From: Debbie Powell, Village Manager

Date: May 23, 2022

Subject: Sidewalk Quote

Through history we have struggled to receive bids for sidewalk repair. We decided to seek quotes from three companies: AJ Rehmus and Sons, Dean Alexander Concrete, and Creative Concrete. The total square feet of sidewalk to be completed in 2022 is 3,000 sq ft. This included 1,500 sq ft sidewalk slabs along the Main Street business district that are cracked or settled where there would be trip hazards. Also, about 300 linear feet of sidewalk between Nestle St. and West St. on the North side of Main St.

Quotes were received until May 20, 2022 and were as follows:

- Creative Concrete: \$24,000
- Dean Alexander Concrete: \$24,976

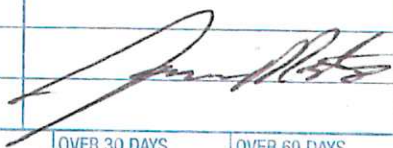
I am recommending the quote by Creative Concrete to do the 2022 sidewalk work for the Village. We have \$20,000 for Local sidewalks and \$20,000 for Major sidewalks budgeted in the Capital Improvement Plan.

MOTION: TO APPROVE THE LOW QUOTE BY CREATIVE CONCRETE FOR THE 2022 VILLAGE SIDEWALK WORK IN THE AMOUNT OF \$24,000 FROM THE CAPITAL IMPROVEMENT PLAN ACCOUNTS #202-470-800 and #203-470-800.

This institution is an equal opportunity provider and employer.

6506 Main St., P.O. Box 123, Cass City, MI 48726 * 989-872-2911 * Fax 989-872-4855 *
TTY 989-872-4742 or e-mail: casscity.org

645417

Statement		DATE	5-20-22	TERMS							
TO											
Village of Cass City											
R. J. Klaus											
IN ACCOUNT WITH		QUOTE									
Creative Concrete											
Jason Mester 6369 Pine St. Cass City MI											
989 2955190			48726								
<p>Tear out & Replace Approx. 3000 sq ft. of sidewalks along main st Cass City as discussed with R. J.</p> 											
						CURRENT		OVER 30 DAYS		OVER 60 DAYS	
TOTAL AMOUNT				\$24,000.00							

DEAN ALEXANDER
 631 ELMWOOD RD
 CASSCITY MI

475823

Invoice

989 872-4360

SOLD TO <i>Village of Casscity</i>	SHIP TO <i>RS</i>
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP

CUSTOMER ORDER NO.	SOLD BY	TERMS <i>bid</i>	F.O.B.	DATE <i>5-20-22</i>
--------------------	---------	---------------------	--------	------------------------

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		<i>5x5</i>			
		<i>5x28</i>			
		<i>8x22 "</i>			
		<i>6x12'4 "</i>			
		<i>6x6</i>			
		<i>6x19</i>			
		<i>7x7</i>			
		<i>6x6</i>			
		<i>7x21</i>			
		<i>6x16</i>			
		<i>12x13</i>			
		<i>5x21</i>			
		<i>2719 sqft</i>			
		<i>TOTAL</i>			<i>24976</i>



Moving Forward Working Together

TO: Village President and Council
FROM: Debbie Powell, Village Manager
DATE: May 23, 2022
SUBJECT: Approve Professional Services Agreement with Fishbeck for Engineering Services for our Wastewater Treatment Plant

A Professional Services Agreement is required by the USDA for our Wastewater Treatment Plant Project and potential bond.

Fishbeck agrees to perform engineering services necessary as outlined in the Agreement Between Owner and Engineer for Professional Services. The full agreement has previously been provided via e-mail to the Village Council. The full agreement will be included in the scanned council packet for the May 23, 2022 meeting posted to our website. A copy of the agreement is available for viewing at the Municipal Building also.

The Village Attorney has reviewed the document. The contract terms are standard and do not contain any unfair or illegal provisions. They have no recommended revisions or additions. The Attorney has approved the contract in its form and advises the Village to approve the scope of work and price.

The responsibilities of Fishbeck and the Village are outlined in the Professional Services Agreement Exhibits and Appendices. There are five (5) phases of engineering work. Fishbeck will provide:

Preliminary Design at a cost of \$536,000
Final Design Phase at a cost of \$370,000
Bidding/Negotiating Phase at a cost of \$20,000
Construction Phase at a cost of \$585,000
Post-Construction Phase at a cost of \$40,000

The total compensation for Fishbeck's services is estimated to be \$1,551,500. The Village will be applying our \$238,000 ARPA allocation to pay for some of these fees. The Village has also petitioned Tuscola County for \$250,000 of the County ARPA allocation to fund the WWTP engineering costs. The remainder of the fees will be paid from USDA funds.



Fishbeck PSA
Page 2
May 23, 2022

The timeline for the Wastewater Treatment Plant Project is:

Funding Application: June 1 – July 1, 2022
Engineering Design: July 2022 – July 2023
Contractor Bidding: August 2023
Construction: September 2023 – September 2025

NOTE: Fishbeck's services are contingent upon USDA approval. Fishbeck will not start engineering until notified by the Village that USDA funding has been approved.

Staff recommends the Fishbeck professional services agreement for engineering services for our Wastewater Treatment Plant Project. This agreement is required to complete our USDA bond application. I have been informed by a representative of the Caro office for USDA Rural Development that interest rates are expected to increase June 1st and there will be additional rate increases throughout the year. I would like to finalize our application in May to lock in our interest rate on this project.

MOTION #1: To Approve Agreement with Fishbeck for engineering services for the Wastewater Treatment Plant Project, in the amount of \$1,551,500, plus a 5% contingency.

MOTION #2: To Authorize Village Manager, Deboria Powell and Village President, Dan Delamarter to sign all agreements associated with Fishbeck engineering services and amendments for the Wastewater Treatment Plant Project.



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www.acec.org

American Society of Civil Engineers
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(800) 548-2723
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [, 2022] (“Effective Date”) between
Village of Cass City (“Owner”) and
Fishbeck, a Michigan corporation (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Wastewater Treatment Plant Improvements (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: the Scope of Services described in Exhibit A and Fishbeck Proposal dated November 19, 2021 for the above mentioned project.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, 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.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices will include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer 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, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

- A. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development,**

Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statues mandating domestic preference.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer 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 the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (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.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during

construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall ~~shall~~ may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. 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 Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. 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 Engineer or its Consultants. Owner and Engineer 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. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. 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.

- G. At any time, Owner may request that Engineer 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 G. If so requested by Owner, and if commercially available, Engineer 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 G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. 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.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a 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; 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, 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, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) 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. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined 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 Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or 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, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* 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 Engineer, 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.
- D. *Waiver:* 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.
- E. *Accrual of Claims:* 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.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. **Agency – The Rural Utilities Services or any designated representative of Rural Utilities Services, including USDA, Rural Development.**

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.

- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. **Not Used**
- F. **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. ~~Exhibit J, Special Provisions.~~ **Not Used**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

~~**[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used" after that exhibit in the list above.]**~~

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer 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 to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an 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.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Village of Cass City

Engineer: Fishbeck

By: Debbie Powell

By: John Willemin, PE

Print name:

Print name: []

Title: Village Manager

Title: Senior Vice President/Principal

Date Signed: []

Date Signed: []

Engineer License or Firm's Certificate No. (if required):

[]

State of: Michigan

Address for Owner's receipt of notices:

6506 Main Street
Cass City, MI 48726

Address for Engineer's receipt of notices:

1515 Arboretum Drive SE
Grand Rapids, Michigan 49546

Designated Representative (Paragraph 8.03.A):

Debbie Powell

Title: Village Manager

Phone Number: (989)872-2911

E-Mail Address: ccmanager@casscity.org

Designated Representative (Paragraph 8.03.A):

John Willemin, PE

Title: Senior Vice President/Principal

Phone Number: (616)575-3824

E-Mail Address: jwillemin@fishbeck.com

This is EXHIBIT A, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. ~~Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - a. ~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] [List the specific potential solutions here.]~~
 - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.~~
 - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] [insert specific number] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. ~~Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
3. ~~Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
4. ~~Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
5. ~~Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study~~

Exhibit A – Engineer's Services

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and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. ~~Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**~~
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. ~~When mutually agreed and approved by the Agency, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
11. ~~If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
12. ~~Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
13. ~~Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
14. ~~Perform or provide the following other Study and Report Phase tasks or deliverables: —[] [List any such tasks or deliverables here.] Provide an Environment Report as defined in 7 CFR 1970. The Environmental Report must be concurred in by the Agency.~~

Exhibit A – Engineer's Services

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15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [fill in with # of days] days of receipt of Owner's and Agency's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

A1.02 Preliminary Design Phase

A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**

~~*[Note to User: Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]*~~

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: ~~[] [List any such tasks or deliverables here.]~~
10. Furnish [1] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [100] days of authorization to proceed with this phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [1] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [90] days after receipt of Owner's comments.

Exhibit A – Engineer's Services

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- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 - 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 - 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 - 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 - 9. Perform or provide the following other Final Design Phase tasks or deliverables: _____
~~}[List any such tasks or deliverables here.]~~The Engineer shall identify the building codes

Exhibit A – Engineer's Services

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and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

10. Furnish for review by Owner, its legal counsel, **and Agency**, and other advisors, [1] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [60] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [1] final copies of such documents to Owner within [60] days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Construction Certifications (Exhibit A, Attachment 6) for this purpose.**
 13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products reference in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, and Bidding Documents are either produced in the United States or are the subject of an approved waiver under AIS.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables- **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence where possible.**
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
 - a. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to provisions of Paragraph A2.02.A.2 of this Exhibit A.**
 - b. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products reference in Bid Addenda requiring**

Exhibit A – Engineer's Services

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design revisions are either produced in the United States or are the subject of an approved waiver.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: ~~_____~~ **[List any such tasks or deliverables here.] Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
 10. **Provide copies of Manufacturers' Certifications to the Bidders on any brand name iron and steel products specified as sole source in the Plans, Specifications and Bidding Documents. Manufacturers' Certifications are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.**
 11. **Provide copies of Manufacturers' Certifications to the Contractor on any brand name iron and steel products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* 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 Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, 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.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so,~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if

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the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction

Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with AIS. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS.**
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified

indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. **Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.**
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. **Review Change Proposals to ensure compliance with AIS.**
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended

to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17.—~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The Engineer shall prepare and furnish such Record Drawings to Owner.**
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge,

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information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

- a. **Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of the Contractors' and Manufacturers' Certifications to the Owner and a copy of Contractor's Certifications to the Agency.**

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

Exhibit A – Engineer's Services

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A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2-, **but only if the Owner's request is made after completion of the Study and Report Phase.**
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;

- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~

Exhibit A – Engineer's Services

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. **Services in making revisions to Drawing and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction Contract.** ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.

Exhibit B – Owner's Responsibilities

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

B.2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug

Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.
- C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
- D. Where the Owner directly procures American Iron and Steel products,
 - 1. Include American Iron and Steel clauses in the procurement contracts;
 - 2. Obtain Manufacturers' Certifications; and
 - 3. Provide copies to Engineers and Contractors.

Exhibit C

Payments to Engineer for Services and Reimbursable Expenses

[Notes to User]

Preparing a Project-specific Exhibit C: In Exhibit C, the parties must specify how the Engineer will be compensated for its services. EJCDC's E-500 as published contains a lengthy Exhibit C, comprised of numerous options for detailing the Engineer's compensation. In preparing a Project-specific professional services agreement, retain only the few pages from Exhibit C that will apply to the agreement that is being prepared, and discard the rest. At the end of the agreement preparation process, Exhibit C should typically be approximately five to eight pages long.

Exhibit C Compensation Packets: EJCDC breaks the Engineer's compensation into three categories: (1) compensation for Basic Services, as defined in Exhibit A (but not including services of a Resident Project Representative, if any); (2) compensation for the services of a Resident Project Representative, if any; and (3) compensation for any Additional Services, as defined in Exhibit A. There are typically several possible ways of paying for services; Exhibit C includes "Compensation Packets" for the various methods. Each Compensation Packet contains the terms and conditions that apply to the specific means of compensation, and when appropriate incorporates appendices for hourly rates and reimbursable expenses.

1. The six Compensation Packets included in E-500's Exhibit C for Basic Services are:

- Lump Sum (Compensation Packet BC-1)
- Standard Hourly Rates (Compensation Packet BC-2)
- Percentage of Construction Costs (Compensation Packet BC-3)
- Direct Labor Costs Times a Factor (Compensation Packet BC-4)
- Direct Labor Costs Plus Overhead Plus a Fixed Fee (Compensation Packet BC-5)
- Salary Costs Times a Factor (Compensation Packet BC-6)

During the drafting process the user should **select one** of these six Compensation Packets and **discard (delete) the remaining five**.

2. The choices for compensating a Resident Project Representative are similar, with five RPR Compensation Packets available:

- Lump Sum (Compensation Packet RPR-1)
- Standard Hourly Rates (Compensation Packet RPR-2)
- Percentage of Construction Costs (Compensation Packet RPR-3)
- Direct Labor Costs Times a Factor (Compensation Packet RPR-4)
- Salary Costs Times a Factor (Compensation Packet RPR-5)

During the drafting process the user should **select one** of these five RPR Compensation Packets and **discard (delete) the remaining four**.

3. The choices for compensating the Engineer for Additional Services are narrower:

- Standard Hourly Rates (Compensation Packet AS-1)
- Direct Labor Costs Times a Factor (Compensation Packet AS-2)
- Salary Costs Times a Factor (Compensation Packet AS-3)

The user should **select one** of these three Additional Services Compensation Packets and **discard (delete) the remaining two**.

Compensation Decision Guide: The Compensation Decision Guide that is included on the following pages presents further guidance on the process of selecting the pages to retain for the specific contract, including appendices for hourly rates and reimbursable expenses, if applicable.

Example: If Basic Services (other than RPR) will be compensated using Lump Sum; RPR services using Direct Labor Times a Factor; and Additional Services using Standard Hourly Rates; then to form Exhibit C use Compensation Packet BC-1; Compensation Packet RPR-4; Compensation Packet AS-1; and Appendices 1 and 2.

1. Compensation for Basic Services as described in Exhibit A, Part I (other than for Resident Project Representative services, which are separately addressed in item 2 immediately below).

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Direct Labor Costs Plus Overhead Plus a Fixed Fee	Salary Costs Times a Factor
Use This Base Compensation Packet	Packet BC-1	Packet BC-2	Packet BC-3	Packet BC-4	Packet BC-5	Packet BC-6
Include This Appendix	Appendix 1 (if applicable)	Appendices 1 and 2	Appendix 1 (if applicable)	Appendix 1	Appendix 1	Appendix 1

2. Compensation for services of Resident Project Representative (as described in Exhibit A, Paragraph A1.05.A.2, and in Exhibit D).

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This RPR Compensation Packet	Packet RPR-1	Packet RPR-2	Packet RPR-3	Packet RPR-4	Packet RPR-5
Include This Appendix	Appendix 1 (if applicable)	Appendices 1 and 2	Appendix 1 (if applicable)	Appendix 1	Appendix 1

3. Compensation for Additional Services (as described in Exhibit A, Part 2)

Decision Question: Which method of compensation is to be used?

	Standard Hourly Rates	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This Additional Services Compensation Packet	Packet AS-1	Packet AS-2	Packet AS-3
Include This Appendix	Appendices 1 and 2	Appendix 1	Appendix 1

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$[**1,551,500**] based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[0]
b. Preliminary Design Phase	\$[536,000]
c. Final Design Phase	\$[370,000]
d. Bidding or Negotiating Phase	\$[20,000]
e. Construction Phase	\$[585,000]
f. Post-Construction Phase	\$[40,000]
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner and Agency. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of [July 1]) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.05].

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer'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 Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer 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 Engineer'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 Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

1. v

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[**225,000**] based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [**5**] day/week, **24 month** construction schedule.
2. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$_____ per hour.**

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [**1.05**].
4. The Reimbursable Expenses Schedule will be adjusted annually (as of [**July 1**]) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer'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 Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer 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 Engineer'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 Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost **at no cost**.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence, ~~incidental thereto~~; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.05].
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of [July 1]) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.10].

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

**COMPENSATION PACKET AS-2:
Additional Services – Direct Labor Costs Times a Factor**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 – Compensation for Additional Services – Direct Labor Costs Times a Factor Method of Payment

A. Owner shall pay Engineer for Additional Services as follows:

1. ~~General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.24 (which if needed shall be separately negotiated based on the nature of the required consultation or testimony), an amount equal to Engineer's Direct Labor Costs times a factor of [], plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.~~

B. ~~Compensation for Reimbursable Expenses:~~

1. ~~For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~
2. ~~Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.~~
3. ~~The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [].~~
4. ~~The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~

C. ~~Other Provisions Concerning Payment for Additional Services:~~

1. ~~Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [].~~
2. ~~Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

3. ~~To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

This is **Appendix 1 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are **as shown on the attached Rate Sheet**:

Rate Schedule

June 12, 2021

Principal		\$245
Architect Construction Engineer/Manager/Administrator Engineer Estimator Geologist Hydrogeologist Industrial Hygienist Interior Designer Project Manager Scientist Surveyor		
	Senior Level	\$145-\$237
	Mid Level	\$126-\$145
	Staff Level	\$86-\$126
Architectural Specialist Engineering Specialist Environmental Specialist Health & Safety Specialist Operations Specialist Technical Specialist Project Superintendent Survey Specialist		
	Senior Level	\$145-\$214
	Mid Level	\$106-\$145
	Staff Level	\$83-\$106
Technician		
	Senior Level	\$112-\$132
	Mid Level	\$98-\$112
	Staff Level	\$74-\$98
Production Support		\$86
Photocopies	\$0.10/Copy	
Mileage/Passenger Vehicles	\$0.70/Mile	
Field and Service Vehicles	\$0.95/Mile (\$37/day min.)	
Equipment Schedule	Separate Schedule	
Expenses and Outside Services	Cost Plus 10%	

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered every four weeks and payment is due upon receipt. A service charge of 1% per four-week period is added to accounts unpaid after 28 days from date of billing.

EQUIPMENT SCHEDULE

Environmental Equipment

Equipment Description	Rate	Unit	Rate	Unit
Air Compressor	\$55	Day		
ATV with Trailer	\$200	Day		
Bailer, Disposable	\$12	Each		
Bladder/Grab Plate for Bladder Pump	\$15	Day		
Chainsaw	\$50	Day		
Composite Water Sampler, Isco	\$40	Day		
Filter, FF8100, Disposable	\$15	Each		
Filter, FF8200, Disposable	\$20	Each		
Foot Valve, Waterra	\$11	Each		
Generator	\$60	Day		
Gloves, Disposable	\$1	Each		
GPS Trimble	\$100	Day		
HACH Kits	\$25	Day		
Hammer Drill, HILTI	\$50	Day		
Hand Auger	\$40	Day		
Ice, Bagged	\$1	Each		
Injection Equipment	\$2,500	Week	\$7,500	Month
J Plug, 2-inch	\$18	Each		
J Plug, 4-inch	\$23	Each		
Kemmerer	\$40	Day		
Lock, 2-inch	\$17	Each		
Lock, Standard	\$13	Each		
Metal Detector	\$50	Day		
Meter, 4-Gas	\$65	Day		
Meter, Dissolved Oxygen	\$40	Day		
Meter, Eh/pH	\$45	Day		
Meter, Flowcell (T/SC/pH/Eh)	\$110	Day		
Meter, Gas Monitor/Eagle	\$100	Day		
Meter, Helium Gas Monitor/MGD 2002	\$100	Day		
Meter, Interface	\$50	Day		
Meter, LDO Hach HQ40d	\$100	Day		
Meter, Pygmy	\$50	Day		

EQUIPMENT SCHEDULE

Environmental Equipment

Equipment Description	Rate	Unit	Rate	Unit
Meter, Turbidimeter	\$40	Day		
Meter, Water Level	\$25	Day		
Methanol VOC Sample Preservation Kits	\$10	Each		
MiniTROLL/Level-TROLL (Long-term)	\$900	Month		
MiniTROLL/Level-TROLL (Short-term)	\$75	Day	\$300	Week
Oil in Soil Test Kit	\$10	Each		
Permeameter, Guelph	\$100	Day		
PID	\$100	Day	\$1,000	Month
Ponar Dredge/Sludge Judge	\$40	Day		
Portable Power Unit (4 drop)	\$2,000	Month		
Portable Power Unit (10 drop)	\$3,000	Month		
PPE, Level D	\$15	Unit		
Pump, Bladder	\$100	Day		
Pump, Grundfos	\$110	Day		
Pump, Peristaltic	\$50	Day		
Pump, Peristaltic Large	\$80	Day		
Pump, Waterra	\$100	Day		
Pump, Whale/Typhoon	\$40	Day		
Respirator, Disposable (N-95)	\$15	Each		
Respirator, Full Face	\$130	Each		
Survey/Level Equipment	\$30	Day		
Tank, Poly	\$25	Day		
Trailer	\$40	Day		
Tubing (3/8"), Waterra	\$0.75	Foot		
Tubing, Bladder Pump	\$1.25	Foot		
Tubing, Masterflex	\$0.25	Inch		
Tubing, Peristaltic Pump	\$0.25	Foot		
Tyvek Suit	\$20	Each		
Vapor Pins (Pin, Cover, Tubing)	\$105	Set		
Weather Station	\$100	Week		
Well Supplies	\$1	Each		
Wood Lath/Stakes	\$1	Each		

EQUIPMENT SCHEDULE

Industrial Hygiene Equipment

Equipment Description	Rate	Unit	Rate	Unit
Air Sampling-Cassette PCM/TEM	\$1.50	Each		
Anemometer	\$35	Day	\$140	Week
Bioslide	\$25	Each	\$100	Week
Borescope	\$20	Day		
Cyclone sampler	\$16	Day	\$48	Week
Greased Slide/Holder	\$5	Each		
Heat Stress Monitor	\$75	Day	\$225	Week
HM Inspection Kit	\$10	Day		
IAQ Inspection Kit	\$35	Day		
IAQ Meter	\$70	Day	\$210	Week
Laser Particle Counter	\$100	Day	\$360	Week
Manometer, Data Logging	\$45	Day	\$135	Week
Meter, 4-Gas	\$65	Day	\$195	Week
Microscope	\$20	Day	\$60	Week
Moisture Meter			\$60	Week
Noise Dosimeter	\$45	Day	\$165	Week
PID	\$100	Day		
Pump, High Volume (lh)	\$25	Day	\$75	Week
Pump, Low Volume (lh)	\$25	Day	\$75	Week
Sieve Sampler	\$30	Day	\$100	Week
Sound Level Meter Type I	\$45	Day	\$100	Week

This is EXHIBIT D, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

~~**[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]**~~

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

Exhibit D - Resident Project Representative.

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3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. **Maintain all Manufacturers' Certifications in the project file and on-site during construction to ensure compliance with AIS, as applicable.**

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. ~~Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a

Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

Exhibit E – Notice of Acceptability of Work.

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Exhibit E – Notice of Acceptability of Work.

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This is **EXHIBIT G**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[500,000]
 - 2) Bodily injury by disease, each employee: \$[500,000]
 - 3) Bodily injury/disease, aggregate: \$[500,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[9,000,000]
 - 2) General Aggregate: \$[9,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[3,000,000]
 - 2) Annual Aggregate \$[5,000,000]
- g. Other (specify): \$[]

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[]
- 2) Bodily injury by Disease, Each Employee \$[]
- 3) Bodily injury/Disease, Aggregate \$[]

c. General Liability --

- 1) General Aggregate: \$[]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[]

f. Other (specify):

\$[]

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. [Fishbeck]
Engineer

b. [Townley Engineering]
Engineer's Consultant

c. []
Engineer's Consultant

d. []
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

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This is EXHIBIT H, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 Dispute Resolution

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **mutually agreed upon by the parties and concurred by the Agency** ~~*[here insert name of mediator, or mediation service]*~~. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

~~{or}~~

- ~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ~~*[insert the name of a specified arbitration service or organization here]*~~ rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~
- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the ~~*[specified arbitration service or organization]*~~. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
 - ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~
 - ~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of~~

Exhibit H - Dispute Resolution.

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~~the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~

- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is EXHIBIT I, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

[NOTE TO USER: Select one of the three alternatives listed below for 16.11. A.1]

- ~~1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$[] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.~~

~~[or]~~

- 1. **Engineer's Liability Limited to Amount of Engineer's Compensation:*** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

~~[or]~~

- ~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent~~

Exhibit I - Limitations on Liability.

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permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer'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. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[_____].

[NOTE TO USER: If appropriate and desired, include 16.11.A.2 below as a supplement to Paragraph 6.11, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer.]

2. ***Exclusion of Special, Incidental, Indirect, and Consequential Damages:*** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

[NOTE TO USER: List here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.]

[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 16.11.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$_____."]

[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.11.A, then supplement

~~Paragraph 6.11.B by including the following indemnification of Engineer by Owner as Paragraph 6.11.B.]~~

~~E. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



Moving Forward Working Together

TO: Village President and Council

FROM: Debbie Powell, Village Manager

DATE: May 23, 2022

SUBJECT: Approve Engagement Letter with MFCI, LLC as Financial Consultant for USDA Rural Development Bond (Wastewater Treatment Plant)

The Village has contracted with MFCI, LLC for financial services associated with the Wastewater Treatment Plant project. MFCI will serve as financial consultant for the placement of the USDA bond for the wastewater treatment plant project. MFCI will work with our bond counsel Miller, Canfield, Paddock, and Stone. The fees for Bond Counsel and Financial advisor will be paid from bond proceeds which the Village will receive from Rural Development. The Bond Counsel fees are based on the loan amount. The Financial Advisor Fee is 85% of Bond Counsel.

MOTION: Approve Engagement Letter with MFCI, LLC to serve as financial consultant for the USDA Rural Development Bond for the wastewater treatment plant renovation project.

May 9, 2022

VIA EMAIL

Debbie Powell
Village of Cass City
650 Main St.
Cass City, MI 48726

**Re: Village of Cass City
Sewage Disposal System
USDA Rural Development Loan (Wastewater Treatment Plant)**

Dear Ms. Powell:

This letter serves to record the terms of our engagement to represent the Village of Cass City as a client, with regard to the captioned matters.

Our firm ("MFCI, LLC" or the "firm") is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC) (www.sec.gov) and the Municipal Securities Rulemaking Board (MSRB) (www.msrb.org).

MFCI, LLC agrees that the scope of our services in connection with the captioned matters is as follows:

USDA Rural Development Loan

- Review of documentation from prior financial advisor relationship;
- Assist the Village with the completion of the USDA Rural Development Loan application;
- Development of the financing schedule;
- Prepare cash flow analysis and other required documentation for USDA Rural Development;
- Assist working group with closing activities.

The services provided by MFCI, LLC are limited to the services described above unless otherwise agreed to in writing by MFCI, LLC.

Unless otherwise provided above, MFCI, LLC is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about MFCI, LLC provided by MFCI, LLC for inclusion in such documents.

Fees:

Our fees on these matters are based on a fee schedule attached hereto as Appendix C. Warren M. Creamer will be the principal financial consultant contact on these matters. We will bill on a transactional basis, through closing. If closing does not occur, we will not bill for any fees. We will transmit our billing to you upon closing of each issue.

Disclosure of Conflicts of Interest and Other Information:

As a registered municipal advisor MFCI, LLC is required to disclose potential conflicts of interest and

other information regarding MFCI, LLC's registration, including where to locate MFCI, LLC's registration information on the SEC's EDGAR system. MFCI, LLC's required disclosures are included as Appendix B to this letter, incorporated herein by reference. Any additional disclosures made by MFCI, LLC to update the disclosures contained in Appendix B are also incorporated by reference to this letter.

This letter is supplemented by our Standard Terms of Engagement for Financial Consulting Services, attached, which are incorporated in this letter and apply to this matter and other matter(s) for which you engage us. MFCI, LLC agrees to promptly amend or supplement this letter to reflect any material changes or additions to our engagement. If you agree that this letter provides acceptable terms for our engagement in this matter, please acknowledge via an email reply.

We look forward to working with you.

Sincerely,

MFCI, LLC

A handwritten signature in black ink, appearing to read 'W M Creamer', with a stylized flourish at the end.

By: Warren M. Creamer
Managing Director

CC: Steven Burke, CFA, MFCI, LLC

Appendix A

MFCI, LLC (MUNICIPAL FINANCIAL CONSULTANTS)

STANDARD TERMS OF ENGAGEMENT FOR FINANCIAL CONSULTING SERVICES

This statement provides the standard terms of our engagement as your financial consultants. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the financial consulting representation, so long as those purposes are legal and do not violate the firm's obligations under applicable federal securities rules and regulations; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of financial services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) cooperate with MFCI, LLC and the finance team to provide accurate and necessary information, records and data about the client and access to client personnel necessary to structure the debt, complete the disclosure documents and prepare the transaction documentation; and (B) pay the firm as provided by this agreement and any other agreements regarding payment for financial consulting services and expenses. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the transaction in a manner that would violate our regulatory obligation to deal fairly with all persons or; (B) demand any assistance which violates the federal or state laws.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of the Client unless our engagement letter expressly provides otherwise.

THE SCOPE OF OUR WORK/TERM

You should have a clear understanding of the financial consulting services we will provide, as described in the preceding letter. Any questions that you have should be dealt with promptly.

We will, at all times, act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your matters are expressions of our best professional judgement, but are not guarantees. Such advice is necessarily limited by our knowledge of the facts and are based on the state of the facts at the time they are expressed. Your obligations to pay our fees as provided in this letter is not contingent upon a result or results in the matter.

Our relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notifications by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our client relationship.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of financial consulting services rendered and out-

of-pocket costs and internal charges incurred before termination and in connection with an orderly transition of the matter.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Unless otherwise provided in our engagement letter, we will provide you with a bill upon completion of the assignment. Payment is due on receipt.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. Moreover, you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

Appendix B

CONFLICTS OF INTEREST AND OTHER DISCLOSURES

Conflicts Due to the Form and Basis of Our Compensation

MFCI, LLC's future fee compensation is contingent upon a successful closing of the issue and the par (dollar) amount of the issue. This could potentially cause a conflict of interest for MFCI, LLC. For example, fees based on the principal amount of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Similarly, fees that are only paid on the successful completion of a financing presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. When facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. MFCI, LLC manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its clients that requires it to put the interests of a client above and ahead of MFCI, LLC's interests.

Most Recent SEC Filings:

The SEC Form MA and MI-I provide clients with information about our firm, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. This can be accessed at:

<https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001732526&owner=exclude&count=40>

MSRB Rule G-10 Disclosure

MFCI, LLC (Municipal Financial Consultants) is registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

Clients can access the MSRB or SEC via the internet at:

<http://www.msrb.org>

<http://www.sec.gov>

The MSRB provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with MSRB rules when engaging in municipal advisory activities. Read about rule protections when working with a municipal advisory in the MSRB's brochure for municipal advisory clients.

If you have a complaint about your municipal advisor or about the municipal securities market, contact:

U.S. Securities and Exchange Commission
Office of Municipal Securities
100 F Street, N.E.
Washington, DC 20549
(202) 551-5680

APPENDIX C

SCHEDULE OF FINANCIAL CONSULTING FEES

FOR

Village of Cass City

Financial Advisor Fee: 85% of Bond Counsel

The Municipal Advisory Council of Michigan Fee

The Municipal Advisory Council of Michigan (the "MAC") assesses MFCI, LLC a \$400.00 fee for every bond issue we act as municipal advisor in the State of Michigan. Our membership in the MAC is voluntary, but the per bond issue assessment is meant to cover costs for credit reports, and similar information available from the MAC that is used in the offering document and in other states is billed directly by a third-party. The MAC is a single-source municipal database for essential bond and note details for all local government issuers in Michigan. Among 23 distinctive credit reports, the MAC is the primary source for Issuer's debt statements, overlapping debt and indirect debt, as disclosed in official statements. The MAC tracks, monitors and records all Michigan new issue bond sales, whether competitive, negotiated or private placements. This represents more than 13,190 active and outstanding bond issues. The MAC is a Michigan non-profit membership service company. It is not a trade association nor is it chartered or registered in accordance with State of Michigan legal requirements to lobby on matters of legislation, regulation or policy(s) anticipated to have an impact on functions benefiting Members.



TO: Village President and Council
FROM: Debbie Powell, Village Manager
DATE: May 23, 2022
SUBJECT: Approve the extension of the current contract with Emterra for an additional five years.

The contract with Emterra is set to expire on July 31, 2022. Renewal of the current contract for five years would provide the Village of Cass City competitive pricing, continue to offer the resident's excellent service from a privately owned and operated solid waste provider, and solidify future budgets.

The Public Services Committee decided not to go out to bid for waste collection. The Committee recommends the Village continue our valued relationship with Emterra and extend our contract with Emterra for another five years.

The cost per household for each year is listed below. The services and fuel surcharge will remain the same.

2022-23	\$13.05
2023-24	\$13.45
2024-25	\$13.85
2025-26	\$14.26
2026-27	\$14.69

Emterra's services include collection of garbage, yard waste and recycling.

MOTION: Approve the Contract Extension, Attachment A, to the current contract with Emterra for waste collection, for an additional five years.

ATTACHMENT "A"

CONTRACT EXTENSION PRICING SCHEDULE

CONTRACT PERIOD	COST PER STOP	NUMBER OF STOPS	COST PER MONTH	COST PER YEAR
2022-23	\$13.05	ADJUSTABLE		
2023-24	\$13.45	ADJUSTABLE		
2024-25	\$13.85	ADJUSTABLE		
2025-26	\$14.26	ADJUSTABLE		
2026-27	\$14.69	ADJUSTABLE		
TOTAL CONTRACT				

The number of stops will be determined by the Village on an annual basis and communicated to the Contractor. New stops may be added at any time. Service will commence on the first service day after the Contractor is provided with a new stop notice specifying an address. All services, details and specifications from the original contract will continue. Services and fuel surcharge will remain the same.

Date: _____ Witness: _____ Name _____

Village of Cass City

Emterra Environmental USA

Debbie Powell Manager

Nanette Walsh Clerk

Angelo Caramagno GM



TO: Village President and Council
FROM: Debbie Powell, Village Manager
DATE: May 23, 2022
SUBJECT: Approve amending the Village of Cass City Refuse Fee with Emterra

Emterra's contract with the Village of Cass City has a "Fuel Price Surcharge" clause which incrementally increases the surcharge per Home per Month based on the fuel prices when they are over \$3.80 per gallon. As the fuel prices fluctuate, so do the monthly fuel surcharges from Emterra. Due to the cost increase, the Village must raise the utility charges for garbage, yard waste, and recyclables collection by \$1.00 per month from \$12.82 to \$13.82.

MOTION: Approve amending the Village of Cass City fee schedule to increase the Emterra refuse fee from \$12.82 to \$13.82 due to a "Fuel Price Surcharge" increase.

EMPLOYMENT CONTRACT
BETWEEN
THE VILLAGE OF CASS CITY
AND
DEBORIA POWELL

Know to all persons that the Village of Cass City, (“Employer” or “Village”) and Deboria Powell (“Employee”) do hereby stipulate and agree as follows:

1. The Employer hereby agrees to employ and Employee hereby accepts employment with the Village as the Village Manager for Cass City, effective as of January 1, 2022, and continuing through the date of December 31, 2024.

The term of this contract shall automatically renew on January 1, 2025 for a one-year term unless notice is given in writing by either party at least twenty-six (26) weeks prior to December 31, 2024 of its intent to not renew the contract. In the event that the contract is not renewed, all compensation, benefits, and other terms of this contract shall remain in effect until the expiration of its term, subject to the parties right to terminate this contract as set forth in paragraph 4.10-11 and 4.13 below.

2. The Employer hereby agrees to employ Employee to perform the following tasks throughout the duration of this contract, to wit:
 - a) Perform the duties and obligations as set forth by state statutes; Village Ordinances, including, but not limited to, Chapter 2, Article III, Division 2, Sections 2-81 through 2-86; and the Village Council Rules of Procedure.
 - b) Attend all sub-committee meetings of the Village Council, as her schedule dictates, as well as regular and special meetings of the Downtown Development Authority and the Cass City Economic Development Corporation.
 - c) Execute and be bound by the Village of Cass City Employee Handbook (hereinafter “Handbook”), as it now exists and as may be modified, changed, or altered in the future, and conduct herself in accordance with the ICMA Code of Ethics.
 - d) Perform whatever legally permissible and proper additional duties and functions which the Village Council may assign.
3. That Employer will compensate Employee no less than:
 - a) Compensation – \$84,215 annually in 2022,
\$91,002 annually in 2023, and

\$97,753 annually in 2024 (and in 2025 if this contract is automatically renewed in accordance with paragraph 1).

All compensation shall be subject to normal withholding, including but not limited to state and federal income tax, insurance, FICA, and any other withholdings. Compensation will be earned and paid in installments at the same time as other management employees of the Village are paid, as explained further in the Handbook.

- b) Annual Evaluation– Employer will annually evaluate Employee’s performance and establish goals for Employee to achieve for the upcoming year. In its sole discretion, Employer may provide Employee with a raise based on her performance.
4. In addition to the above compensation, Employee shall receive the following Employment Benefits:
- a) Employee Benefits – Employee is eligible to receive the same benefit package received by other full-time Village employees, as set forth in the Handbook. This includes the Village agreeing to provide Employee and her dependents with medical, dental, and vision insurance equal to that which is provided to all other full-time Village employees and the ability to participate in a deferred compensation plan and any other retirement benefit plan that is made available to all other full-time employees. This also includes any fringe benefits offered to other full-time employees in accordance with the Village’s written policies. Employee understands and agrees that the forgoing benefits may be changed, modified, altered, or deleted during the course of her employment as decided by the Village Council and incorporated into the Handbook.
 - b) Vehicle Allowance – Employer shall pay to Employee a vehicle allowance in the amount of \$350.00 per month.
 - c) Technology Allowance – Employer will provide Employee with a technology allowance of \$190.00 per month for use by Employee for the cost of a cellular phone, tablet, or other electronic device used by Employee in the performance of her duties and functions as Village Manager.
 - d) Paid Time Off – Employee shall be entitled to Paid Time Off according to the schedule, and subject to the terms, set forth in the Handbook. In calculating the PTO that she can earn, Employee’s length of continuous service, as defined in the Handbook, shall factor in the length of continuous services from her previous employment at the City of Saginaw.
 - e) Professional Development – The Employee may attend continuing education and

professional development courses, meetings, classes, conferences, seminars, etc. with prior approval from the Village Council. The Village Council, in approving these requests, agrees to pay the attendance fees, if any, for these activities, as well as reasonable costs for lodging, meals, mileage as determined by the Internal Revenue Service and calculated according to the methodology expressed in the Handbook, and other expenses directly related to accomplishing business travel objectives so long as the foregoing expenses do not exceed the Village's budgeted amounts and the time away from the workplace does not exceed ten (10) days per year. The Village also agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for her continued professional, participation, growth, and advancement, and for the good of the Village.

5. Employee shall not receive any further compensation or benefits not specifically contained, incorporated, or otherwise referred to herein.
6. Either party may request to re-negotiate this contract by providing thirty (30) days written notice to the other party.
7. Employee shall contribute at least 2080 hours per year, less the paid leave and holidays listed above, to her duties under this contract and serves at the pleasure of Employer. All other contracts Employee may enter for personal services outside of this contract and which may conflict with this commitment must be pre-approved in writing by the Village Council.
8. Employee understands and acknowledges that in serving as the Manager for the Village of Cass City, she may well work more than forty (40) hours per week. Employee agrees to work the hours necessary to allow her to reasonably and professionally perform the duties and functions required of her.
9. To the extent permitted by applicable law, the Village agrees to indemnify, defend, hold harmless the Village Manager from and against any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings and any administrative proceedings brought against the Village Manager in her individual or official capacity as employee of the Village arising from or related to any act or omission of the Village Manager within the course and scope of her employment with the Village; excluding any Claim in which it is determined that the Village Manager committed official misconduct, a willful or wrongful act or omission, or an act or omission constituting gross negligence or bad faith, or to the extent recoverable or payable under an insurance contract held by the Village.
10. The Employee shall serve at the pleasure of the Employer and either party may terminate

the employment relationship at any time, for any reason. The Employer's decision to terminate the employment relationship for cause shall be in its sole discretion and is not challengeable.

11. In the event that the Employer exercises its right to terminate the employment of the Employee without cause, and she remains willing and able to perform the duties of Village Manager, the Employer shall compensate her in an amount equal to 26-weeks of her current salary, minus any deductions required by law. For the same period (26-weeks) Employer will pay for Employee's health insurance benefits as such benefits are set forth in the Handbook and are effect at the time of termination. Payment by Employer for Employee's health insurance benefits may occur by Employer continuing Employee on Employer's insurance plan for 26-weeks or by Employer paying to Employee a stipend equal to the amount of 26-weeks of premiums Employee for the coverage then in effect. As a condition of receiving the foregoing benefits (26-weeks of compensation and health care), Employee shall execute, and deliver to Employer, a waiver releasing Employer and its council members and agents from any and all claims, demands, actions, or causes of action of every nature and description which she may have had, now has, or which may hereafter arise out of her employment or termination under this contract as of the date of her termination. Alternatively, the Employer may give the Employee notice of termination equal to the number of weeks of the severance in lieu of paying the severance amount.
12. In the event there is any dispute arising out of the interpretation or application of this contract, Employee's employment, or the termination of Employee's employment for any reason, the dispute shall be resolved in a court of law without a jury with each party expressly waiving their right to a jury trial, if applicable.

The party bringing a claim must file the claim in a court of competent jurisdiction in Tuscola County, Michigan, or applicable federal court (United States District Court for the Eastern District of Michigan), within one hundred and eighty (180) calendar days. The time for filing shall be less if a statute or common law requires a period shorter than 180 calendar days, from the date the alleged claim arose. If the party with the claim fails to file within the time period set forth herein, the party will forever lose their right to litigate their claim in any manner. If a party loses the right to litigate their claim in court under this agreement, the party shall not be entitled to file a suit or a claim in any other jurisdiction or forum. Should either party file their claim in a court or forum not pursuant to this Agreement, the action shall not toll or extend the time for filing pursuant to this Agreement.

Further, Employer and Employee understand and agree that this contract prohibits Employee from participating in any class, collective, or representative actions against the employer or any of its officers, board members, shareholders, employees, agents, or clients/customers and from receiving any monies or damages of any kind for any class,

collective, or representative actions against Employer, or any of its officers, board members, shareholders, employees, agents, or clients/customers.

The parties shall have all other rights pursuant to applicable court rules at each party's own expense.

13. In the event that Employee wishes to terminate her employment with Employer, Employee shall provide a written statement of her intent to terminate employment to Employer not less than thirty (30) days before the effective date of termination. Failure to give the required notice will result in forfeiture of all unused paid time off benefits.
14. This contract contains the entire agreement and understanding of the parties relating to the subject matter covered, and supersedes all oral or written discussion, agreements and understandings of every nature between them. No amendment to this agreement shall be effective unless it is in writing and signed by both Employee and Employer.
15. Any notice or communication required or permitted under this contract shall be made in writing and personally delivered to the other party or sent by certified mail, return receipt requested and postage prepaid.
16. A waiver by either party of a breach of any provision of this contract shall not operate to be construed as a waiver of any subsequent breach by the same party.
17. If any provision of this contract shall be deemed unconstitutional, invalid, illegal or unenforceable, the constitutionality, validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
18. The duties and obligations of Employee under this agreement are in the nature of a personal services contract. The contract may not be assigned by Employee.

In Witness whereof the parties have executed the agreement on this _____ day of May 2022.

EMPLOYEE:

VILLAGE OF CASS CITY:

Deboria Powell

Dan Delamarter, President

Dated: May ____, 2022

Dated: May ____, 2022

Nanette S. Walsh, Village Clerk

Dated: May ____, 2022

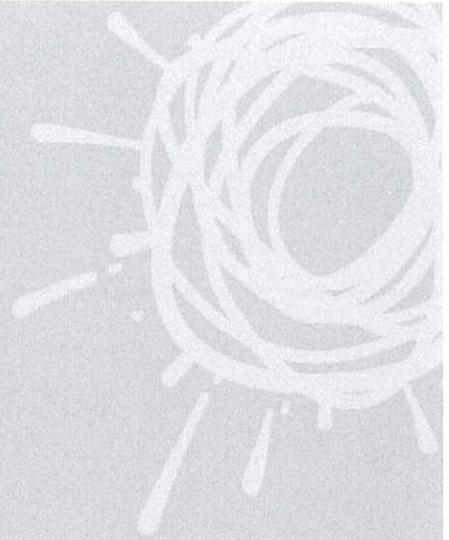


TO: Village President and Council
FROM: Debbie Powell, Village Manager
DATE: May 23, 2022
SUBJECT: Approve Employee Insurance Renewal with Sun Life Assurance

It is time to renew our Insurance Policies with Sun Life Assurance. This is an insurance package with a policy period of one year, 7/1/22 to 7/1/23. The insurance policy provides our employees with Life insurance at \$7,946 per year, Accidental Death, and Dismemberment at \$516 per year, and Short-Term Disability at \$14,251 per year. The premium cost remains the same as previous years.

It is recommended to renew the insurance policy with Sun Life Assurance.

MOTION: Approve Renewal with Sun Life Assurance for employee life, accidental death and dismemberment, and short-term disability for one-year effective July 1, 2022, in the total amount of \$22,713.



PROPOSAL

Brighter under the sun

Created for:
Village of Cass City



Sun Life

Renewal Rates Section

Renewal Effective Date: July 1, 2022

Group Sponsor Name:	Village of Cass City
Group Policy Number:	930314

Sun Life will continue this coverage at the referenced renewal rates provided that premium owed is paid to date.

Basic Life

Employee Basic Life and AD&D Current Rates

Coverage	Total employees	Current monthly rate	Total current monthly volume	Total current monthly premium	Total current annual premium
Employee Basic Life	16	\$0.770	\$860,000	\$662	\$7,946
Employee Basic AD&D	16	\$0.050	\$860,000	\$43	\$516
Total current premium				\$705	\$8,462
Rate basis: Per \$1,000 of volume					

Employee Basic Life and AD&D Renewal Rates

Coverage	Total employees	Monthly rate	Total estimated monthly volume	Total estimated monthly premium	Total estimated annual premium
Employee Basic Life	16	\$0.770	\$860,000	\$662	\$7,946
Employee Basic AD&D	16	\$0.050	\$860,000	\$43	\$516
Total estimated premium				\$705	\$8,462
Rate basis: Per \$1,000 of volume					

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 15-GP-01.

Employee Basic Life

Renewal Rate Rationale

In determining your new plan rate(s), we have reviewed your past claims experience and your current demographics, including average age, gender distribution, and benefit distribution. The change in one or more of these factors has brought about an adjustment to the group insurance rate(s).

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada
(Wellesley Hills, MA) under Policy Form Series 15-GP-01.

Short Term Disability

Short-Term Disability Current Rates

Coverage	Total participating employees	Current monthly rate	Total current volume	Total current monthly premium	Total current annual premium
STD	16	\$1.300	\$9,135	\$1,188	\$14,251
Rate basis: Per \$10 of weekly benefit					

Short-Term Disability Renewal Rates

Coverage	Total participating employees	Monthly rate	Total estimated volume	Total estimated monthly premium	Total estimated annual premium
STD	16	\$1.300	\$9,135	\$1,188	\$14,251
Rate basis: Per \$10 of weekly benefit					

Group Short-Term Disability coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 15-GP-01.

Short-Term Disability

Renewal Rate Rationale

Group Short-Term Disability coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 15-GP-01.

Basic Life

Plan design and rates

Employee Basic Life and AD&D plan design

Employee Basic Life	
Eligible employees	All Full-Time United States Employees working in the United States who are scheduled to work a minimum of 30 hours per week
Effective Date	July 1, 2022
Class 1	
Class description	All Eligible Employees
Waiting Period	30 days of employment
Benefit amount	1 times annual earnings
Maximum benefit	\$100,000
Guaranteed Issue amount	Up to the maximum benefit
Contributions	Noncontributory
Participation requirement	100%

Employee Basic AD&D	
Eligible employees	All Full-Time United States Employees working in the United States who are scheduled to work a minimum of 30 hours per week
Effective Date	July 1, 2022
Class 1	
Class description	All Eligible Employees
Benefit amount	1 times annual earnings
Maximum benefit	\$100,000
Compulsory coverage	Yes
Contributions	Noncontributory
Participation requirement	100%

Basic Life rates

Coverage	Total employees	Monthly rate	Total estimated monthly volume	Total estimated monthly premium	Total estimated annual premium
Employee Basic Life	16	\$0.770	\$860,000	\$662	\$7,946
Employee Basic AD&D	16	\$0.050	\$860,000	\$43	\$516
Total estimated premium				\$705	\$8,462

Rate basis: Per \$1,000 of volume

Sequence Number: 2

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 15-GP-01.

Included in this plan:

- A flat 5% broker commission
- 24-month rate guarantee from the Effective Date
- Employee age reductions: All coverage amounts reduce to 50% at age 70, 40% at age 75, 20% at age 80 rounded to the next highest \$1,000.
- Waiver of Premium: For employees with an approved disability prior to age 60, premium is waived until age 60 or for 12 months (whichever is later). For employees disabled on or after age 60 but prior to age 65, premium is waived for 12 months. There is an Elimination Period of 6 months which must be satisfied before the waiver of premium begins. The definition of Total Disability is disabled from any occupation.

Waiver of premium is provided on the following benefits: Employee Basic Life and Employee Basic AD&D.

- Conversion Privilege
- Employee Accelerated Death Benefit of 80% to a maximum of \$250,000.
- Emergency Travel Assistance is included for all employees and their dependents, and Identity Theft Protection is included for all employees.²
- Coverage will be continued on a premium-paying basis for a period of 3 months during a layoff.
- Coverage will be continued on a premium-paying basis for a period of 3 months during a leave of absence approved by the policyholder.
- Coverage will be continued on a premium-paying basis for a period of 12 months during a period of injury or sickness.
- Employee coverage is rounded to the next highest \$1,000.
- Earnings definition: Earnings are defined as the current earnings reported by the employer. Earnings include deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. Earnings do not include commissions, bonuses, overtime, or any other compensation.
- 24-hour AD&D coverage
- Special AD&D benefits:
 - Dependent Education-Child
 - Seat Belt

Footnote information is located in the General Disclosures section on the last page of this proposal.

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada
(Wellesley Hills, MA) under Policy Form Series 15-GP-01.

Assumptions

- Notification of any employer-completed merger or acquisition.
- Evidence of Insurability is required for late entrants, coverage increases, and coverage in excess of the Guaranteed Issue amount.

Group Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada
(Wellesley Hills, MA) under Policy Form Series 15-GP-01.

Short-Term Disability

Plan design and rates

Short-Term Disability plan design

Eligible employees	All Full-Time United States Employees working in the United States who are scheduled to work a minimum of 30 hours per week
Effective Date	July 1, 2022
	Class 1:
Class description	All Eligible Employees
Waiting Period	30 days of employment
Benefit amount	67.77%
Maximum weekly benefit	\$600
Definition of Disability	loss of duties and loss of earnings required
Minimum weekly benefit	\$25
Injury start date	1 day
Sickness start date	8 days
First-Day Hospitalization	No
Maximum Benefit Period	26 weeks
Partial Disability benefit	Return-to-Work
Zero-Day Residual	No
Pre-Existing Limitation	None
Contributions	Non-contributory
Participation requirement	100%
Employer contribution %	100%

Short-Term Disability Rates

Coverage	Total participating employees	Monthly rate	Total estimated volume	Total estimated monthly premium	Total estimated annual premium
STD	16	\$1,300	\$9,135	\$1,188	\$14,251

Rate basis: Per \$10 of weekly benefit
Sequence Number: 4

Short Term Disability ("STD") benefits will be reduced by the amount of state mandated statutory benefits and Other Income that an employee may receive or be eligible to receive. Depending on the amount of the state's statutory benefits, STD coverage may not be appropriate for employees in CA, NY, NJ, HI, and RI. To confirm the impact of such off-sets on the plans quoted here, please discuss the benefits with your broker or your Sun Life Employee Benefits Representative.

Included in this plan:

- Sun Life's AEB Life STD Standard Graded Scale 10% broker commission
- 12-month rate guarantee from the Effective Date
- Disability management services
- Partial Disability benefit
- No offsets for statutory STD plans
- No offsets for other income (non-integrated plan)
- Employer FICA administration for any taxable benefits not included
- Full maternity coverage

Group Short-Term Disability coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 15-GP-01.

- Nonoccupational coverage
- Earnings definition: Earnings are defined as the earnings reported by the employer immediately prior to the first date of disability. Earnings include deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account and commissions averaged over 12 months. Earnings do not include bonuses, overtime, or any other compensation.

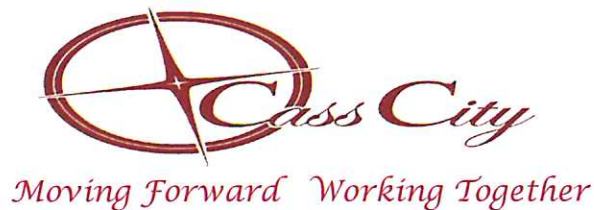
Group Short-Term Disability coverage is underwritten by Sun Life Assurance Company of Canada
(Wellesley Hills, MA) under Policy Form Series 15-GP-01.

Assumptions

- This plan does not replace the statutory disability plan in any state.
- The employer has not opted out of Workers' Compensation coverage.
- Notification of any employer-completed merger or acquisition.

Group Short-Term Disability coverage is underwritten by Sun Life Assurance Company of Canada
(Wellesley Hills, MA) under Policy Form Series 15-GP-01.

FREEDOM
FESTIVAL
FIREWORKS
PERMIT TO BE
PROVIDED AT THE
MEETING ON
MAY 23, 2022



TO: Village President and Council

FROM: Abigail Burlingame, Director of Parks, Recreation and Economic Development

DATE: May 23, 2022

SUBJECT: Approve Quote and Proposal to pulverize and grade Scotty McCullough Drive

At the April 12th Parks and Recreation Committee meeting the use of the millings from N Seeger St. was discussed. It is their recommendation that the millings from N Seeger St. be pulverized and graded on to Scotty McCullough Drive in the Municipal Park.

The 2022 capital improvement budget allocated funds for fencing softball field 2 in the amount of \$25,000. By repaving N Seeger St. there is an opportunity to use the millings on Scotty McCullough Drive in the Municipal Park, at a cost of \$18,950 from Nicol and Sons Inc. By using the capital improvement funds, the project will be completed using the supplies we are generating from the N Seeger St project.

Funds are available in the Capital Improvement Budget, 101-754-970-000.

MOTION: Approve quote and proposal from Nicol and Sons Inc. for the pulverizing and grading of Scotty McCullough Drive, in the amount of \$18,950 plus a 10% contingency.

This institution is an equal opportunity provider and employer.

6506 Main St., P.O. Box 123, Cass City, MI 48726 * 989-872-2911 * Fax 989-872-4855 *
TTY 989-872-4742 or e-mail: casscity.org

Nicol and Sons Inc.

Quote

4300 Robinson Road
Cass City, MI 48726
Phone 989-553-0240 Fax 989-658-8513

DATE: March 18th, 2022

FOR: Pulverizing and grading
millings in park

Quote To:
Village of Cass City

Comments

Millings would come from North Seeger (by others)
Millings from Woodland Street (by us)
We pulverize, grade and compact the park area 3" to 4" of millings on top
Supplemental millings from village property
Aprox current gravel area in the park is 12,300 sq yards

DESCRIPTION	AMOUNT
Pulverize	\$ 5,200.00
Grade and compact	\$ 11,500.00
Haul millings from village property stockpile \$75.00 a load estimated 30 loads	\$ 2,250.00
TOTAL	\$ 18,950.00

If you have any questions concerning this quote, contact Jason 989-553-0240.

2022 Budget
Capital
Improvement Budget
Fencing Softball Field 2
\$25,000
101-754-970.000
Parks + Rec Commit
4/12/22

Park pulverized area

12,300 sq yards

Legend

-  Cass City Public Park
-  Feature 1
-  Helen Stevens Memorial Pool



Church St

Ale St

600 ft

Cass City Downtown Development Authority
Minutes
April 12, 2022

The Meeting was brought to order at 1:30 pm by Chairman Kranz.

BOARD MEMBERS PRESENT: Bert Althaver, Eric Brown, James Kranz, Jon Ligrow, Amy Peters, Geraldine Prieskorn, David Weiler, Tuscola EDC Director Steve Erickson and Village President Dan Delamarter.

EXCUSED: None

VILLAGE STAFF PRESENT: Clerk/Treasurer Nanette Walsh

Motion to approve the minutes from the March 8, 2022, meeting by Althaver and supported by Peters. Motion Carried.

No comments during Citizen Comments.

Motion to approve the March 31, 2022, Financial Report was made by Prieskorn and supported by Delamarter. Motion Carried.

Tuscola County DDA Report: Report to be presented at Cass City Economic Development Corporation meeting held next.

Chamber of Commerce: No Report.

DDA Board Vacancies: At this time, no new applications were received for DDA Board Membership.

Thorp House Discussion: Chairman Kranz gave an update that the previous tenant has vacated the property and the gas, electric and water have been turned off. Discussion began to explore the next course of action for this property.

Motion to sell the house, which must be removed from the property, and retain the parcel was made by Althaver and supported by Delamarter. Motion Carried.

Motion to use Rosegold Realty as the listing agent to sell the house was made by Delamarter and supported by Althaver. Motion Carried.

Discussion began on a prospective listing price for the house. Consensus was to seek the advice of the realtor.

Motion to set a three-month listing period with Rosegold Realty to sell the house was made by Delamarter and supported by Althaver. Motion Carried.

Motion to authorize the rental of a dumpster from Emterra, if necessary, was made by Delamarter and supported by Althaver. Motion Carried.

Motion to submit a grant application to the Pinney Foundation to purchase 4 DDA Benches and include the match of 4 benches to be purchased by the DDA from Nevin Kempf, Blue Iron Metal Works, was made by Brown and supported by Ligrow. Motion Carried.

By consensus, the six foot black wrought iron benches with the arched back, was selected style for the Downtown Benches.

Motion to adjourn the meeting at 1:48 pm, was made by Delamarter and supported by Althaver. Motion Carried.

Nanette S. Walsh

Nanette Walsh, CMC, CPFA, CPFIM, MiCPT

Cass City Economic Development Corporation (EDC)
Minutes
April 12, 2022

The Meeting was brought to order at 1:49 pm by Chairman Kranz.

BOARD MEMBERS PRESENT: Bert Althaver, Eric Brown, James Kranz, Jon Ligrow, Amy Peters, Geraldine Prieskorn, David Weiler, Tuscola EDC Director Steve Erickson and Village President Dan Delamarter.

EXCUSED: None

VILLAGE STAFF PRESENT: Clerk/Treasurer Nanette Walsh

Motion to approve the minutes from the March 8, 2022, meeting by Althaver and supported by Peters. Motion Carried.

No comments during Citizen Comments.

Motion to approve the March 31, 2022, Financial Report was made by Althaver and supported by Brown. Motion Carried.

Tuscola County EDC Report: Steve Erickson, Tuscola County Economic Development Corporation Director updated the board on the potential purchase of the Ceramic Systems (former Nestle Building) on Church Street by Anderson Steel, Mayville Michigan. A recent rooftop fire was discussed, and a Brownfields Phase II Environmental Assessment, a \$20,000 study, was recently approved for funding by the EPA. The new buyers are seeking a Commercial Rehabilitation Tax Exemption to freeze property values at current rates, prior to any rehab or investment into the building. EDC members were concerned with how transporting the steel product would affect the roads, and if the weight of the product would breakdown the local streets.

Discussion began on the current status of the Former Dollar General location, and if the building would be repaired or demolished after a recent fire.

The new Parks and Recreation /Economic Development Director has been hired, and will begin employment at the end of the month. Village President Delamarter spoke on future efforts to expand park programs, address EDC Issues, expand grant writing opportunities, and address the park security camera program.

Delamarter invited the board to join the Village Council honoring Bert Althaver for his decades of service in Cass City at the ceremony naming the "Althaver Conference Room", on April 25, 2022 at 6:00 p.m.

Motion to adjourn the meeting at 2:11 p.m., was made by Prieskorn and supported by Ligrow. Motion Carried.

Nanette S. Walsh

Nanette Walsh, CMC, CPFA, CPFIM, MiCPT

Cass City Planning Commission Meeting
Minutes of March 16, 2022

PRESENT: Jennifer Gray, Gary Barnes, Colleen Langenburg, Joe Leeson, Heather Severance, Village President Dan Delamarter

Excused: Erik Tamlyn

Village Staff Present: Village Manager Debbie Powell, Clerk/Treasurer Nanette Walsh

Meeting was called to order at 7:04 pm by Gray

Public Hearing #1– 46-5.11 Signs

MOTION by Delamarter, Supported by Barnes, to open a public hearing to receive comments on the proposed Zoning Amendment – 46-5.11 Signs. Roll Call Vote: Barnes: yea, Delamarter: yea, Langenburg: yea, Leeson: yea, Severance: yea, Gray: yea.

MOTION CARRIED

A Public Hearing began at 7:07 pm to receive public comments on the proposed Zoning Amendment – 46-5.11 Signs.

There were no comments from the public. There were no comments from Board Members.

MOTION by Leeson, Supported by Severance, to close a public hearing to receive comments on the proposed Zoning Amendment – 46-5.11 Signs. Roll Call Vote: Barnes: yea, Delamarter: yea, Langenburg: yea, Leeson: yea, Severance: yea, Gray: yea. MOTION CARRIED

The Public Hearing was closed at 7:08 pm.

Public Hearing #2– 46-3.12 Adjacent Neighborhoods, Additional Standards

MOTION by Barnes, Supported by Langenburg, to open a public hearing to receive comments on the proposed Zoning Amendment – 46-3.12: Adjacent Neighborhoods, Additional Standards. Roll Call Vote: Barnes: yea, Delamarter: yea, Langenburg: yea, Leeson: yea, Severance: yea, Gray: yea. MOTION CARRIED

A Public Hearing began at 7:10 pm to receive public comments on the proposed Zoning Amendment – 46-3.12: Adjacent Neighborhoods, Additional Standards.

There were no comments from the public. There were no comments from Board Members.

MOTION by Delamarter, Supported by Leeson, to close a public hearing to receive comments on the proposed Zoning Amendment – 46-3.12: Adjacent Neighborhoods, Additional Standards. Roll Call Vote: Barnes: yea, Delamarter: yea, Langenburg: yea, Leeson: yea, Severance: yea, Gray: yea. MOTION CARRIED

The Public Hearing was closed at 7:11 pm.

Motion by Leeson, supported by Langenburg to approve the minutes of the February 16, 2022 meeting. Motion carried.

There were no comments during Citizen's Comments.

Old Business:

Motion by Delamarter, supported by Leeson to approve Zoning Amendment – 46-5.11 Signs, and recommend to the Village Council for Adoption. Motion carried.

Motion by Leeson, supported by Barnes to approve Zoning Amendment – 46-3.12: Adjacent Neighborhoods, Additional Standards. Motion carried.

New Business:

By general consensus, the Village of Cass City Zoning Plan was referred to Giffels, Webster for combining the residential districts and any other updates.

Professional Development:

Manager Powell was looking into trainings to bring to Cass City.

Motion to adjourn the meeting at 7:20 pm, was made by Leeson and supported by Barnes. Motion Carried.

Respectfully submitted,

Nanette Walsh

Clerk/Treasurer, CPFA, CMC, CPFIM



TO: Village Council
FROM: Debbie Powell, Village Manager
DATE: May 23, 2022
RE: May 2022 Manager's Report

Please allow me to provide you with the following update on recent activities.

Street Light Replacement

The DTE street light conversion to LED has been completed in the Village. There have been a few instances where modifications are required. Overall, the comments have been incredibly positive. If you or someone you know has concerns about the lighting in their neighborhood, please notify the staff at the Municipal Building. DTE has been responsive to making modifications to lights and posts for the best illumination possible.

Cass River Greenway Meeting

On May 11th, I attended a meeting of the Cass River Greenway. The group discussion included the topic of logjams in the Cass River. Cass City has a logjam forming at the walking trail bridge over the Cass River. The group provided some suggestions regarding the removal of the small logjam developing at the bridge.

The 2022 Cass River cleanup was discussed. We do not have a volunteer to coordinate the event; therefore, a 2022 cleanup is not planned at this time.

It was reported that some members of the Cass River Greenway had been meeting with the EGLE concerning the potential installation of a kayak launch located in the Cass City State Game Area. The State has given conditional approval, but the launch must be rustic in design. Volunteers agreed to assist with clearing a trail to the river. If a rustic launch is located here, the Village should consider wayfaring signage directing people to the launch for kayaks or canoes from the Kelly Road, State Game Area.

Small Town and Rural Development Conference, May 16 – 18, 2022

I had the opportunity to attend the Rural Partners of Michigan Conference for Small Town and Rural Development. There were many key takeaways that I learned about at the conference.

The State has established a Rural Development Office. Unfortunately, the legislation to fund this Office was inadequate and attendees were requested to petition their legislators to adequately fund the office so that it may represent our rural communities effectively. We discussed some of the funding opportunities and where funds were over allocated and under allocated, such as available funding for Grow My Small Business. We have the ability to ask our legislators to redirect these funds.

Another item of note was the Michigan population loss. This is a problem that Michigan is experiencing, decline in population. Some base this off the need for housing and broadband. There is some discussion of this changing due to the quality of life and the amenities that Michigan offers and as the climate change occurs it could drive population to the State of Michigan.

We talked about communication and public engagement. We need to let our students know that there's opportunity for them to participate and become civically engaged. We were informed that the state law allows individuals who are 16 years or older to serve in a legislative capacity for local government.

Key topics of this seminar included economic development and housing and how housing and economic development are intertwined. Business needs workers and workers need houses. The state is recognizing the need for middle income housing. We were also informed of the ability to use tax increment financing (TIF) for workforce housing using local land banks.

I attended a program on code enforcement and received some supportive materials on revitalization in Michigan and the guide to transforming vacant abandoned deteriorated properties through code enforcement. One vital piece of information dealt with accelerated tax forfeiture and foreclosure of blighted properties. It was recommended to work with the county officials so that during tax sales irresponsible property owners were not given the opportunity to purchase properties and continue a cycle of blight in our local communities.

MSHDA representatives discussed the need for home repair assistance creating healthier living, safer homes, to stabilize the neighborhoods, reduce owner turnover, and increase property values. There are funding opportunities to support home repair. MSHDA is currently considering assistance for sewer failure and well repair or replacement.

MSHDA is in the process of working on its first annual housing plan. Another plan that MSHDA is preparing with grant opportunities and funding, is for workforce housing. I understand that there is an allocation plan prior to the end of the state's fiscal year which would be October 1st for various workforce housing initiatives.

Vactor Truck - DPW

One of the benefits of attending conferences is the ability to network with colleagues and peers. I had an opportunity to meet with City Manager Dave Fabor of Sandusky and discuss our vactor truck used for sewer and storm drain clean out. I have been informed that our vactor truck has been breaking down and in need of repairs. It is approaching the end of its useful life, and the Village needs to consider replacing it. During my discussion with Manager Faber, I was informed that Sandusky has been researching the purchase of a vactor truck and they are pricing out at \$500,000 with an 18-to-24-month lead time. Due to the cost and difficulty getting this equipment, we will have to plan for our fleet and equipment needs differently with such an increase in cost and lead times to obtain the equipment.

Summer Recreation

Pool/Splash Park to open May 28th. The pool and splash park will open Saturday, May 28, and be open Sunday and Monday too. Hours will be limited until school is out due to staffing shortages.

Day Camp

The Summer Day Camp Program is scheduled to start Monday, June 20th. The program runs Monday through Thursday 9 - 3 pm with breakfast and lunch provided. A lot of new and educational activities are planned for our day campers, and it should be a lot of fun.

Be Safe, Be Well, and Be Kind - Debbie



Moving Forward Working Together

Office of the Clerk/Treasurer
May 2022 Activities Summary

2022 Village Taxes

At this Village Council Meeting, the 2022 Tax Rates are requested for approval. Once the 2022 Tax Rate Request form (L-4029) is signed, the form is forwarded to Tuscola County Equalization. We send any special assessments that are transferred to taxes: any delinquent utilities and mowing that are six months unpaid. We receive the calculated tax database early June 2022, print the bills in-house and mail tax bills to property owners, and also their escrow companies, if appropriate, for mandatory delivery by July 1st.

Interest Rates and Investments

The Federal Reserve has raised interest rates, our investments continue a laddering strategy to keep our rates continually building, and the terms low to allow for re-investment. We are aggressively transitioning the Village accounts for better services, lower fees and lower bank charges. We forecast a lot of brisk activity in the coming months, as the market reacts to these evolving interest rates.

Michigan Municipal Treasurer's Advanced Institute, Midland, MI

Just this week, I was able to join over 150 Municipal Treasurers throughout Michigan for intense training for seasoned Treasurers. Our topics included:

- Creating a New Customer Experience
- Sharing Treasury's Contribution
- Michigan Legislative Update
- The Importance of an Investment
- Cautionary Tales of Over and Under Investing
- Economic Development Toolkit – Special Captures
- The Single Audit and ARPA Funds
- Banking Solutions for Avoiding Fraud
- How to Run a Productive Meeting that Creates Action

I am looking forward to brainstorming how to incorporate some of these best practices, use graphics more in presenting financial data, and sharing presentations with board and staff, that are so timely and packed full of ideas, suggestions and sometimes, warnings.

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**6506 Main St., P.O. Box 123, Cass City, MI 48726 * 989-872-2911 * Fax 989-872-4855 *
TTY 989-872-4742 or e-mail: casscity.org**



As a quick share, we had a “huddle”, (also known as: a quick, 5 minute, 1 idea meeting) of recent scams to be on the look out for. These are a few of my “A-ha, just can’t believe it”, scenarios we were informed of:

- A veteran employee retires. He has a wonderful send off article in the newspaper. He leaves the office for his next chapter of life. The payroll department gets a phone call exactly while processing the retiree’s last paycheck, allegedly from a local bank, but not retiree’s usual bank. Retiree wants his last check to go to a different bank, for “savings.” The Payroll Clerk is concerned. The timing is impeccable. It’s a local bank. But the retiree didn’t mention anything. Skeptical Clerk tries diligently to contact the retiree. Of course, he’s gone fishing, or golfing, or a non- phone accessible activity. Finds out, the retiree had no intention of changing banks. Here’s the weird part..... Ten people in the conference room had this scam attempt at their offices!!!
- On a Friday afternoon, the staff is limited due to vacations. The City Manager answers the phone and a “current” vendor calls asking for payment for a piece of equipment ordered (which the city has legitimately ordered from that vendor) that can be shipped out today, but would have to wait an additional month if the payment is not received. The Manager knows how important this equipment is, so he follows the directions to make payment. Later, he finds out that the “vendor” was an impersonator, and the money is gone. The scammer has been researching the City Website and has followed the Capital Improvement Plan, the City Meeting Packet, and knows that Council has approved the purchase and has the amount of the purchase. Again, the timing is uncanny!
- Lastly, an email comes to the Treasurer’s inbox, with a request for payment. Immediately, she is suspicious. The weird part is that it is an email, or rather copy, that she had drafted, and had 3 – 4 email thread, back and forth with a legitimate vendor. How did the scammer get a copy of her email? Again, the email was too easy to assume as real. Afterall, it began with that Treasurer.

These examples show how our staff, myself, and others really must be ultra-observant of details, keep that skeptical eye of those communications that feel “off” and always, always, ask that important question: “ Does this feel, seem, look right to you?”

It’s a jungle in the cyber world! Have a good defense!

Thank you for the opportunity to attend this training!

Nanette Walsh, Clerk/Treasurer

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VILLAGE OF CASS CITY
DEPARTMENT OF UTILITIES
VILLAGE COUNCIL SUMMARY REPORT

May 2022

The following is a summary report for the activities that took place at the Wastewater Treatment Plant and Department of Public Works for the past month.

WASTEWATER TREATMENT PLANT

The Wastewater Treatment Plant Staff continue to work on items scheduled from the Preventative Maintenance Program.

Additional items that were completed:

- All three lift stations have been checked for routine maintenance and they are operating well.
- We have completed our monthly Cyanide testing and the data has been sent to the state.
- We have completed our quarterly Mercury testing.
- We have started to put the east RBC train into service for the year.
- The crew has continued to do general maintenance around the plant.
- Lab has been testing lagoon samples.
- Lab continuing water testing.

There were no violations of our NPDES permit for the month of March. The plant continues to perform well.

The average flows treated were: 436,000 gals/day for April 2022

326,000 gals/day for April 2021

Also, Earl (Luke) Whittaker will be retiring June 10 as our Assistant Superintendent. I would like to thank him for his many years of service with the village.

DEPARTMENT OF PUBLIC WORKS

WATER DEPARTMENT

- **The Bacti samples and Arsenic samples were completed, and Water Reports filed as required by the MDEQ.**
- Al checked on high water bills and did shut offs/turn ons.
- Al did miss digs for the month of March no major projects done.
- Bob/Steve cleaned the Arsenic Tank.
- Replaced Hydrant on Doerr Rd.
- Completed our spring Hydrant flushing throughout the village.
- **The month of April 2022: The wells pumped 7.95 million gallons of water**
- **The average daily pumpage for 2022: 265,000 gallons**
- **The average daily pumpage for 2021: 281,000 gallons**

PUBLIC WORKS

- Performed routine maintenance on the Village Trucks and equipment.
- Continued brush pickup on Mondays
- Repaired some yards along Third and Seeger St from settling, from water main replacement.
- Continued sweeping streets and came in early on Fridays to sweep the main streets
- We have been patching streets.
- Repaired manhole at intersection of Veteran and Church St.
- **Updated status of Generators**
Municipal Building was set to be shipped out from Wisconsin on May 21
Well House #3 has arrived at contractor has started install.
Working at getting info. for a generator for the N. Lift station

Submitted by,

RJ Klaus

Director of Public Utilities

Cass City Police Department

6506 Main Street

P.O. Box 123

Cass City, Michigan 48726-0123

(989) 872-2911

FAX (989) 872-4855

Email: ccpolicechief@casscity.org

May 23, 2022

Police Activity Report for May 2022

Calls for service in May 2022 (125 *complaints*) have *increased* from April 2022 (89 *complaints*). It should be noted that the *monthly comparison* is 19 days to 30 days.

- Calls for service have *increased* in **2022** (576 *complaints*) from the same reporting period in **2021** (459 *complaints*).
- The greatest increase is in *Code Enforcement*.

Comparing the same reporting period in 2022 to 2021

- Assaults have *increased*.
- Burglary has *increased*.
- Larceny has *increased*.
- Damage to Property has *decreased*.
- Fraud complaints have *decreased*.
- Traffic Crashes have *increased*.
- Traffic and Parking Violations have *increased*.
- Family Offense-Other and Family-Child Abuse/Neglect has *decreased*.

Code Enforcement

- *Community Clean-up/Tire Collection* went well.
- The turnout was less than we hoped for. Of the several that received personal invitations only one responded.

Comparing the same reporting period in 2022 to 2021

- **2022** (187 cases), **2021** (141 cases).

The statistics for 2022 are:

- 26 properties with *Blight/Rubbish* violations.
- 24 *Vacant Properties*. We are in the process of yearly renewals and prosecuting 9 properties for non-compliance.
- 11 *Animal Complaints*.
- 03 *Golf Carts/ORV/ATV* traffic stops for non-compliance of ordinance.
- 39 properties in violation of the *Inoperable Vehicle Ordinance*.
- 22 *Recreational Vehicle Storage* violations.
- 41 properties in violation of the *Grass/Weed Ordinance*.

These numbers are total complaints investigated. Attached is an Offense Report indicating violation, location, and status of the investigation.

Community Relations

- Assisted Cass City Public Schools with *Bike to School Day*.
- Assisted Cass City Public Schools with *Lock-Down Drills*.
- Assisted Cass City Public Schools with *Tractor Day*.

Meetings

- The *Public Safety Committee* meeting was attended.
- The *Committee of the Whole* meeting was attended.

Training

- Deputy Chief Freeman attended *Digital License Plate* training.
- Officer Miller attended *TASER Instructor recertification* training.
- Deputy Chief Freeman attended *Implicit Bias* training.
- Officer Pierce attended *Traffic Crash Reconstruction update* training.

Significant Events Investigated in April

- Assisted Department of Homeland Security Investigations with a child exploitation case.
- Investigate *Vulnerable Adult abuse* complaint.
- Assist *Liquor Control Commission* with Establishment violation.
- Assist 2 suicidal persons obtain mental health assistance.

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	99911	ALL
MAY	APRIL	
05/01/2022-05/19/2022	04/01/2022-04/30/2022	

Offense	Description	MAY	APRIL
13001	NONAGGRAVATED ASSAULT	2	3
13002	AGGRAVATED/FELONIOUS ASSAULT	0	1
13003	INTIMIDATION/STALKING	1	3
22001	BURGLARY - FORCED	0	1
23003	LARCENY - THEFT FROM A BUILDING	1	1
23005	LARCENY - THEFT FROM MOTOR VEHICLE	1	0
23007	LARCENY - OTHER	2	1
38001	FAMILY - CHILD ABUSE/NEGLECT NONVIOLENT	2	0
38003	OTHER FAMILY OFFENSE	2	4
41001	LIQUOR LICENSE - ESTABLISHMENT	1	0
50000	OBSTRUCTING JUSTICE	0	2
52003	WEAPONS OFFENCE - OTHER	1	0
53001	DISORDERLY CONDUCT	1	1
53002	PUBLIC PEACE - OTHER	1	0
54001	HIT AND RUN MOTOR VEHICLE ACCIDENT	1	1
54003	TRAFFIC OFFENSE	1	1
55000	HEALTH AND SAFETY	2	2
91001	DELINQUENT MINORS	1	0
92004	INSANITY	0	3
93001	TRAFFIC CRASH	2	3
93003	TRAFFIC VIOLATION - CIVIL	1	3
93004	PARKING	1	2
93006	TRAFFIC POLICING	2	5
93008	BREATHALYZER INSPECTION	1	0
94002	FALSE ALARM ACTIVATION	1	0
98003	PROPERTY INSPECTION	7	5
98004	OTHER INSPECTION	0	9
98005	UNFOUNDED ALARM	1	2
98006	CIVIL MATTER	4	1
98007	SUSPICIOUS SITUATION	3	5
98008	FOUND/LOST PROPERTY	2	2
99001	SUICIDE OR ATTEMPT	1	0
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	7	12
99009	GENERAL NON-CRIMINAL	3	0
99010	VILLAGE ORDINANCE VIOLATION	0	2
99010A	ANIMALS	3	1
99010B	BLIGHT	5	0
99010D	BRUSH IN STREET	11	0
99010G	GRASS/WEEDS	41	0
99010J	INOPERABLE VEHICLE	0	1
99010N	UNNECESSARY NOISE	2	1
99010R	RUBBISH/GARBAGE IN YARD	3	0
99010T	ORV/ATV	1	1
99010W	WASTE COLLECTION	0	1
99013	ASSIST TO ANOTHER POLICE AGENCY	3	7
99911	911 HANGUP CALL	0	2

Totals: 125 89

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	99911	ALL
2022	2021	
01/01/2022-05/19/2022	01/01/2021-05/19/2021	

Offense	Description	2022	2021
11001	SEXUAL PENETRATION PENIS/VAGINA - CSC 1ST DEGREE	1	0
13001	NONAGGRAVATED ASSAULT	7	4
13002	AGGRAVATED/FELONIOUS ASSAULT	1	2
13003	INTIMIDATION/STALKING	9	5
22001	BURGLARY - FORCED	1	0
22003	BURGLARY - ENTRY WITHOUT AUTHORITY, WITH OR WITHOUT FORCE	4	0
23003	LARCENY - THEFT FROM A BUILDING	3	0
23005	LARCENY - THEFT FROM MOTOR VEHICLE	2	0
23007	LARCENY - OTHER	3	3
24001	MOTOR VEHICLE THEFT	0	1
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	2	0
26002	FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	1	0
26006	FRAUD - BAD CHECKS	1	0
26007	FRAUD - IDENTITY THEFT	0	4
26008	FRAUD - HACKING/COMPUTER INVASION	0	1
27000	EMBEZZLEMENT	1	0
29000	DAMAGE TO PROPERTY	1	6
36004	SEX OFFENCE - OTHER	2	1
38001	FAMILY - CHILD ABUSE/NEGLECT NONVIOLENT	3	5
38003	OTHER FAMILY OFFENSE	13	18
41001	LIQUOR LICENSE - ESTABLISHMENT	1	0
41002	LIQUOR VIOLATIONS - OTHER	0	1
42000	DRUNKENNESS	0	1
50000	OBSTRUCTING JUSTICE	4	2
52003	WEAPONS OFFENCE - OTHER	2	0
53001	DISORDERLY CONDUCT	3	4
53002	PUBLIC PEACE - OTHER	1	1
54001	HIT AND RUN MOTOR VEHICLE ACCIDENT	9	5
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	1	0
54003	TRAFFIC OFFENSE	4	3
55000	HEALTH AND SAFETY	9	0
57001	TRESPASS	1	1
70000	JUVENILE RUNAWAY	1	5
73000	MISCELLANEOUS CRIMINAL OFFENCE	2	0
91001	DELINQUENT MINORS	6	1
92003	WALKAWAY - MENTAL	1	0
92004	INSANITY	3	2
93001	TRAFFIC CRASH	12	6
93002	NONTRAFFIC CRASH	2	1
93003	TRAFFIC VIOLATION - CIVIL	8	2
93004	PARKING	26	17
93006	TRAFFIC POLICING	14	20
93007	TRAFFIC SAFETY	5	1

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	99911	ALL
2022	2021	
01/01/2022-05/19/2022	01/01/2021-05/19/2021	

Offense	Description	2022	2021
93008	BREATHALYZER INSPECTION	3	5
94002	FALSE ALARM ACTIVATION	8	12
95001	ACCIDENTAL FIRE	1	0
98002	INVESTIGATION - VEHICLE	0	3
98003	PROPERTY INSPECTION	24	1
98004	OTHER INSPECTION	36	34
98005	UNFOUNDED ALARM	4	0
98006	CIVIL MATTER	16	15
98007	SUSPICIOUS SITUATION	26	35
98008	FOUND/LOST PROPERTY	6	10
99001	SUICIDE OR ATTEMPT	2	2
99002	NATURAL DEATH	2	5
99003	MISSING PERSON	1	1
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	46	34
99009	GENERAL NON-CRIMINAL	9	12
99010	VILLAGE ORDINANCE VIOLATION	3	2
99010A	ANIMALS	11	13
99010B	BLIGHT	9	3
99010C	GOLF CARTS	0	1
99010D	BRUSH IN STREET	11	4
99010G	GRASS/WEEDS	41	50
99010H	RECREATIONAL VEHICLE STORAGE	22	3
99010J	INOPERABLE VEHICLE	39	17
99010N	UNNECESSARY NOISE	4	16
99010R	RUBBISH/GARBAGE IN YARD	17	13
99010S	SNOWMOBILES	1	0
99010T	ORV/ATV	3	6
99010V	VACANT PROPERTY	24	13
99010W	WASTE COLLECTION	2	0
99011	CURFEW VIOLATION	0	1
99013	ASSIST TO ANOTHER POLICE AGENCY	30	17
99014	ASSIST PAROLE/PROBATION AGENCY	0	1
99911	911 HANGUP CALL	5	7
Totals:		576	459

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
99010	99010W	ALL
2022	2021	CODE ENFORCEMENT
01/01/2022-05/19/2022	01/01/2021-05/19/2021	

Offense	Description	2022	2021
99010	VILLAGE ORDINANCE VIOLATION	3	2
99010A	ANIMALS	11	13
99010B	BLIGHT	9	3
99010C	GOLF CARTS	0	1
99010D	BRUSH IN STREET	11	4
99010G	GRASS/WEEDS	41	50
99010H	RECREATIONAL VEHICLE STORAGE	22	3
99010J	INOPERABLE VEHICLE	39	17
99010N	UNNECESSARY NOISE	4	16
99010R	RUBBISH/GARBAGE IN YARD	17	13
99010S	SNOWMOBILES	1	0
99010T	ORV/ATV	3	6
99010V	VACANT PROPERTY	24	13
99010W	WASTE COLLECTION	2	0
Totals:		187	141

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2022	05/19/2022	99010	99010W	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>9901-0 -- VILLAGE ORDINANCE VIOLATION</i>					Count: 3
22-000018	01/10/2022	Traffic Hazard - Oak St & Main St (M Anthony)		SPANGLER, BRADLEY	Closed
22-000371	04/06/2022	Illegal Burn - 6694 Main St		FREEMAN, JAMES	Closed
22-000376	04/07/2022	Traffic Hazard - 6681 Huron St (S Hendrian)		FREEMAN, JAMES	Complied
<i>9901-0A -- ANIMALS</i>					Count: 11
22-000125	01/28/2022	Harboring Livestock - 6766 Third St (J Gaeth)		SPANGLER, BRADLEY	Notice Mailed
22-000141	01/31/2022	Barking Dog - 4861 Hemlock Ln		SPANGLER, BRADLEY	Closed
22-000166	02/09/2022	Barking Dog		HARTZELL, WILLIAM	Closed
22-000237	03/02/2022	Dogs @ Large - Spruce St & Beechwood Dr (E Daniels)		OWENS, WILLIAM	Closed
22-000241	03/03/2022	Dog @ Large - Cedar Dr & Lakeside Dr (A Martin)		FREEMAN, JAMES	Cleared by Citation
22-000263	03/09/2022	Number of Domestic Animals - 6795 Main St (D Martin)		SPANGLER, BRADLEY	In Person Contact
22-000314	03/17/2022	Dogs @ Large - 6343 Pine St (M Parks)		FREEMAN, JAMES	Turned Over Animal Control
22-000381	04/10/2022	Barking Dogs - 4847 Spruce St		SPANGLER, BRADLEY	Closed
22-000458	05/03/2022	Number of Domestic Animals - 6428 Pine St		SPANGLER, BRADLEY	Open
22-000491	05/11/2022	Dog @ Large - Houghton St & Maple St		FREEMAN, JAMES	Turned Over Animal Control
22-000576	05/19/2022	Dog at Large - Main & Leach		SPANGLER, BRADLEY	Closed
<i>9901-0B -- BLIGHT</i>					Count: 9
22-000126	01/28/2022	Blighted Structure - 6377 Seventh St (C Dotson)		SPANGLER, BRADLEY	Open
22-000127	01/28/2022	Blighted Structure - 6736 Third St (N Pasanski)		SPANGLER, BRADLEY	Open
22-000128	01/28/2022	Blighted Structure - 6350 Pine St (D Rienstra)		SPANGLER, BRADLEY	Open
22-000312	03/17/2022	Blighted Structure - 4215 Maple St (B Hennessey)		SPANGLER, BRADLEY	Open
22-000467	05/06/2022	Blighted Structure - 6359 Houghton St (A Remsing)		SPANGLER, BRADLEY	Open
22-000468	05/06/2022	Blighted Structure - 6395 Fourth St (P Astley)		SPANGLER, BRADLEY	Notice Mailed
22-000469	05/06/2022	Blighted Structure - 4281 Ale St (D Smith)		SPANGLER, BRADLEY	In Person Contact
22-000470	05/06/2022	Blighted Structure - 6727 Pine St (A Zavitz)		SPANGLER, BRADLEY	Notice Mailed
22-000471	05/06/2022	Blighted Structure - 6121 E Cass City Rd		SPANGLER, BRADLEY	Open
<i>9901-0D -- BRUSH IN STREET</i>					Count: 11
22-000480	05/10/2022	Brush in Street - 6362 Sixth St (M Erla)		FREEMAN, JAMES	Closed
22-000481	05/10/2022	Brush in Street - 6444 Seventh St (V Hudson)		FREEMAN, JAMES	Closed
22-000482	05/10/2022	Brush in Street - 6440 Huron St (J Tuckey)		FREEMAN, JAMES	Closed
22-000484	05/10/2022	Brush in Street - 6343 Church St (C Prieskorn)		FREEMAN, JAMES	Closed
22-000492	05/11/2022	Brush in Street - 4446 Sherman St (V Haag)		FREEMAN, JAMES	Closed
22-000493	05/11/2022	Brush in Street - 4428 Sherman St (N Ireson)		FREEMAN, JAMES	Closed
22-000494	05/11/2022	Brush in Street - 4406 Sherman St (P Ramirez)		FREEMAN, JAMES	Closed
22-000495	05/11/2022	Brush in Street - 6729 Garfield Ave (C Gohsman)		FREEMAN, JAMES	Closed
22-000519	05/17/2022	Brush in Street - 6454 Houghton St (J Venema)		FREEMAN, JAMES	Closed
22-000520	05/17/2022	Brush in Street - 4446 Leach St (C Koglin)		FREEMAN, JAMES	Closed
22-000521	05/17/2022	Brush in Street - 4314 Ale St (C Little)		FREEMAN, JAMES	Closed
<i>9901-0G -- GRASS/WEEDS</i>					Count: 41
22-000512	05/16/2022	Tall Grass/Weeds - 6229 Main St (S Seghatoleslamit)		SPANGLER, BRADLEY	Notice Mailed
22-000513	05/16/2022	Tall Grass/Weeds - 6721 Garfield Ave (M Voss)		SPANGLER, BRADLEY	In Person Contact
22-000522	05/17/2022	Tall Grass/Weeds - 6628 Seed St (L Peterson)		SPANGLER, BRADLEY	Turned Over to Parks for Mowing
22-000523	05/17/2022	Tall Grass/Weeds - 4336 Seeger St (G Standeford)		SPANGLER, BRADLEY	Turned Over to Parks for Mowing

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Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2022	05/19/2022	99010	99010W	ALL

Incident	Rprt Date	Description	Area	Officer	Status
22-000524	05/17/2022	Tall Grass/Weeds - 4331 Seeger St (N Nicol)		SPANGLER, BRADLEY	In Person Contact
22-000525	05/17/2022	Tall Grass/Weeds - 4260 Seeger St (M Elwood)		SPANGLER, BRADLEY	Notice Mailed
22-000526	05/17/2022	Tall Grass/Weeds - 6603 Huron St (J Ricker)		SPANGLER, BRADLEY	Notice Mailed
22-000527	05/17/2022	Tall Grass/Weeds - 6377 Seventh St (C Dotson)		SPANGLER, BRADLEY	Notice Mailed
22-000528	05/17/2022	Tall Grass/Weeds - 6405 Sixth St (R Furness)		SPANGLER, BRADLEY	Notice Mailed
22-000529	05/17/2022	Tall Grass/Weeds - 6456 Third St (T Wright-Wisner)		SPANGLER, BRADLEY	Notice Mailed
22-000530	05/17/2022	Tall Grass/Weeds - 6606 Third St (T Wright-Wisner)		SPANGLER, BRADLEY	Notice Mailed
22-000531	05/17/2022	Tall Grass/Weeds - 6406 Pine St (A Smith)		SPANGLER, BRADLEY	Notice Mailed
22-000532	05/17/2022	Tall Grass/Weeds - 4325 Sherman St (J Williams)		SPANGLER, BRADLEY	Notice Mailed
22-000533	05/17/2022	Tall Grass/Weeds - Parcel 035-033-000-4530-00 (P Wright)		SPANGLER, BRADLEY	Notice Mailed
22-000534	05/17/2022	Tall Grass/Weeds - 4385 Doerr Rd (K Anthony)		SPANGLER, BRADLEY	Notice Mailed
22-000535	05/17/2022	Tall Grass/Weeds - People's Choice Market		SPANGLER, BRADLEY	Complied
22-000536	05/17/2022	Tall Grass/Weeds - 6424 Main St (D Scasny)		SPANGLER, BRADLEY	Notice Mailed
22-000537	05/17/2022	Tall Grass/Weeds - 6160 Garfield Ave (Bidding Properties)		SPANGLER, BRADLEY	Notice Mailed
22-000538	05/17/2022	Tall Grass/Weeds - 6379 Garfield Ave (K Romstad)		SPANGLER, BRADLEY	Notice Mailed
22-000539	05/17/2022	Tall Grass/Weeds - 6378 Garfield Ave (T Bennett)		SPANGLER, BRADLEY	Notice Mailed
22-000540	05/17/2022	Tall Grass/Weeds - 6359 Houghton St (A Remsing)		SPANGLER, BRADLEY	Complied
22-000541	05/17/2022	Tall Grass/Weeds - 6446 Pine St (K Spencer)		SPANGLER, BRADLEY	Notice Mailed
22-000542	05/17/2022	Tall Grass/Weeds - Evangelical Free Church		SPANGLER, BRADLEY	Notice Mailed
22-000543	05/17/2022	Tall Grass/Weeds - Parcel 035-500-431-0000-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000544	05/17/2022	Tall Grass/Weeds - Parcel 035-500-431-0400-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000545	05/17/2022	Tall Grass/Weeds - Parcel 035-500-431-0500-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000546	05/17/2022	Tall Grass/Weeds - Parcel 035-500-431-0600-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000547	05/17/2022	Tall Grass/Weeds - Parcel 035-500-426-7700-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000548	05/17/2022	Tall Grass/Weeds - Parcel 035-500-426-9100-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000549	05/17/2022	Tall Grass/Weeds - Parcel 035-500-426-8600-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000550	05/17/2022	Tall Grass/Weeds - Parcel 035-500-426-9200-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000551	05/17/2022	Tall Grass/Weeds - Parcel 035-500-426-7200-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000552	05/17/2022	Tall Grass/Weeds - Parcel 035-500-426-7100-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000553	05/17/2022	Tall Grass/Weeds - Parcel 035-500-426-6900-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000554	05/17/2022	Tall Grass/Weeds - Parcel 035-500-426-8100-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000555	05/17/2022	Tall Grass/Weeds - Parcel 035-500-425-4800-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000556	05/17/2022	Tall Grass/Weeds - Parcel 035-500-426-8200-00 (T Herron)		SPANGLER, BRADLEY	Turned Over
22-000557	05/17/2022	Tall Grass/Weeds - Parcel 035-500-426-7900-00 (Tuscola Intermediate School)		SPANGLER, BRADLEY	Notice Mailed
22-000567	05/18/2022	Tall Grass/Weeds - 6175 Main St (A Ozorowicz)		SPANGLER, BRADLEY	Notice Mailed
22-000568	05/18/2022	Tall Grass/Weeds - A&J Trucking		SPANGLER, BRADLEY	Notice Mailed
22-000569	05/18/2022	Tall Grass/Weeds - Ceramic Systems		SPANGLER, BRADLEY	Open

9901-0H -- RECREATIONAL VEHICLE STORAGE

Count: 22

22-000229	03/01/2022	Recreational Vehicle Storage - 4669 Hospital Dr		SPANGLER, BRADLEY	Complied
22-000269	03/10/2022	Recreational Vehicle Storage - 6790 Pine St (M Anthony)		SPANGLER, BRADLEY	Open
22-000270	03/10/2022	Recreational Storage - 6797 Pine St (J Lemanski)		SPANGLER, BRADLEY	Open
22-000271	03/10/2022	Recreational Storage - 4354 Woodland Ave (K McDermott)		SPANGLER, BRADLEY	Open
22-000272	03/10/2022	Recreational Storage - 4282 West St (J Howell)		SPANGLER, BRADLEY	Open
22-000273	03/10/2022	Recreational Storage - Leach St (C Anderson)		SPANGLER, BRADLEY	Open
22-000274	03/10/2022	Recreational Storage - 4318 Leach St (M Decker)		SPANGLER, BRADLEY	Open
22-000275	03/10/2022	Recreational Storage - 4364 Leach St		SPANGLER, BRADLEY	Open
22-000276	03/10/2022	Recreational Storage - 4242 Woodland Ave (D Curtis)		SPANGLER, BRADLEY	Open
22-000277	03/10/2022	Recreational Storage - 4196 Maple St (R Brooks)		SPANGLER, BRADLEY	Open

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Incident	Rprt Date	Description	Area	Officer	Status
22-000278	03/10/2022	Recreational Storage - 6659 Church St (D Barnes)		SPANGLER, BRADLEY	Open
22-000279	03/10/2022	Recreational Storage - 4797 Hospital Dr (N Moyer)		SPANGLER, BRADLEY	Open
22-000280	03/10/2022	Recreational Storage - 4830 Hospital Dr (K Israelson)		SPANGLER, BRADLEY	Open
22-000281	03/10/2022	Recreational Storage - 6405 Chestnut Blvd (T Gruber)		SPANGLER, BRADLEY	Open
22-000282	03/10/2022	Recreational Storage - 6327 Brenda Dr (J Thomas)		SPANGLER, BRADLEY	Open
22-000283	03/10/2022	Recreational Storage - 4567 Seeger St (M Nelson)		SPANGLER, BRADLEY	Open
22-000286	03/11/2022	Recreational Storage - 6201 Dale St (C Lenhard)		SPANGLER, BRADLEY	Open
22-000287	03/11/2022	Recreational Storage - 4292 Maple St (R Turner)		SPANGLER, BRADLEY	Open
22-000288	03/11/2022	Recreational Storage - 4331 Seeger St (B Adams)		SPANGLER, BRADLEY	Complied
22-000289	03/11/2022	Recreational Storage - 4657 Hospital Dr (W Thane)		SPANGLER, BRADLEY	Open
22-000290	03/11/2022	Recreational Storage - 4656 Hunt St (K Hool)		SPANGLER, BRADLEY	Open
22-000291	03/11/2022	Recreational Storage - 6624 Church St (D Kerkau)		SPANGLER, BRADLEY	Open

9901-0J -- INOPERABLE VEHICLE

Count: 39

22-000083	01/27/2022	Inoperable Vehicle - 4790 Hospital Dr (Z McCoy)		SPANGLER, BRADLEY	In Person Contact
22-000084	01/27/2022	Inoperable Vehicle - 4150 Seeger St (W Hastings)		SPANGLER, BRADLEY	Complied
22-000085	01/27/2022	Inoperable Vehicle - 6721 Garfield Ave (M Voss)		SPANGLER, BRADLEY	In Person Contact
22-000086	01/27/2022	Inoperable Vehicle - 6215 Dale St (C Vandewater)		SPANGLER, BRADLEY	Complied
22-000087	01/27/2022	Inoperable Vehicles - 6585 Main St (K Fox)		SPANGLER, BRADLEY	Notice Mailed
22-000088	01/27/2022	Inoperable Vehicle - 4320 Maple St (D Matson)		SPANGLER, BRADLEY	Complied
22-000089	01/27/2022	Inoperable Vehicle - 6446 Sixth St (H Hatcher)		SPANGLER, BRADLEY	Complied
22-000090	01/27/2022	Inoperable Vehicle - 6428 Pine St (D Mayer)		SPANGLER, BRADLEY	Cleared by Citation
22-000091	01/27/2022	Inoperable Vehicle - 6314 Main St (M Arthur)		SPANGLER, BRADLEY	Complied
22-000092	01/27/2022	Inoperable Vehicles - 4355 Leach St (D Tribble)		SPANGLER, BRADLEY	Complied
22-000093	01/27/2022	Inoperable Vehicle - 6811 Main St (J Root)		SPANGLER, BRADLEY	Complied
22-000094	01/27/2022	Inoperable Vehicle - 6350 Main St (K Bearinger)		SPANGLER, BRADLEY	Complied
22-000095	01/27/2022	Inoperable Vehicle - 6571 Houghton St (K O'Dell)		SPANGLER, BRADLEY	Complied
22-000096	01/27/2022	Inoperable Vehicle - 6379 Sixth St (J Hill)		SPANGLER, BRADLEY	Notice Mailed
22-000097	01/27/2022	Inoperable Vehicle - 6694 Main St (T Bazan)		SPANGLER, BRADLEY	Complied
22-000098	01/27/2022	Inoperable Vehicle - 6268 Main St (D Opanasenko)		SPANGLER, BRADLEY	Complied
22-000099	01/27/2022	Inoperable Vehicle - 6618 Seed St (N Adkins)		SPANGLER, BRADLEY	Open
22-000100	01/27/2022	Inoperable Vehicle - 6445 Houghton St (R Ramirez)		SPANGLER, BRADLEY	Complied
22-000101	01/27/2022	Inoperable Vehicle - 6603 Huron St (J Ricker)		SPANGLER, BRADLEY	Complied
22-000102	01/27/2022	Inoperable Vehicle - 6364 Pine St (J Crouch)		SPANGLER, BRADLEY	Complied
22-000103	01/27/2022	Inoperable Vehicle - 4594 Seeger St (R Parrish Estate)		SPANGLER, BRADLEY	Complied
22-000104	01/27/2022	Inoperable Vehicle - 4677 Hospital Dr (A McCoy)		SPANGLER, BRADLEY	Complied
22-000105	01/27/2022	Inoperable Vehicle - 4152 Sherman St (D Deering)		SPANGLER, BRADLEY	Open
22-000106	01/28/2022	Inoperable Vehicle - 6306 Main St (R Dimmitt)		SPANGLER, BRADLEY	Complied
22-000107	01/28/2022	Inoperable Vehicle - 6785 Main St (R Bliss)		SPANGLER, BRADLEY	Complied
22-000108	01/28/2022	Inoperable Vehicle - 4430 Doerr Rd (J Neal)		SPANGLER, BRADLEY	Complied
22-000109	01/28/2022	Inoperable Vehicle - 6338 Pine St (R Shadley)		SPANGLER, BRADLEY	Notice Mailed
22-000110	01/28/2022	Inoperable Vehicle - 6328 Pine St (McNaughton Trust)		SPANGLER, BRADLEY	Complied
22-000153	02/07/2022	Inoperable Vehicles - 6645 M St (S Ferguson/D Smith)		SPANGLER, BRADLEY	Notice Mailed
22-000154	02/07/2022	Inoperable Vehicle - 6205 Cedar Dr (T Forth)		SPANGLER, BRADLEY	Open
22-000155	02/07/2022	Inoperable Vehicle - 6249 Lakeside Dr (K Dishman)		SPANGLER, BRADLEY	Open
22-000156	02/07/2022	Inoperable Vehicle - 6285 Main St (K Burch)		SPANGLER, BRADLEY	Notice Mailed
22-000204	02/21/2022	Inoperable Vehicle - 6306 Pine St (A Smith)		SPANGLER, BRADLEY	Complied
22-000205	02/21/2022	Inoperable Vehicle - 6305 Houghton St (M Larges)		SPANGLER, BRADLEY	Complied
22-000216	02/25/2022	Inoperable Vehicle - 6466 Sixth St (S Wilson)		SPANGLER, BRADLEY	Complied
22-000248	03/04/2022	Inoperable Vehicle - 6370 Third St (A Mester)		SPANGLER, BRADLEY	Complied

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01/01/2022	05/19/2022	99010	99010W	ALL

Incident	Rprt Date	Description	Area	Officer	Status
22-000267	03/10/2022	Inoperable Vehicle - 6628 Third St (S Oldenburg)		SPANGLER, BRADLEY	Open
22-000340	03/23/2022	Inoperable Vehicle - 4881 Spruce St (D Vowell)		SPANGLER, BRADLEY	Complied
22-000392	04/14/2022	Inoperable Vehicle - NW Municipal Lot (B Mann)		FREEMAN, JAMES	Complied
<i>9901-0N -- UNNECESSARY NOISE</i>					Count: 4
22-000252	03/05/2022	Loud Vehicle		MILLER, KENNETH	Closed
22-000417	04/22/2022	General Non Criminal - Cass City Municipal Building		PIERCE, RYAN	Closed
22-000486	05/10/2022	Loud Music - Basketball Courts		FREEMAN, JAMES	Closed
22-000574	05/18/2022	Loud Music - 6196 Lakeside Dr		PIERCE, RYAN	Closed
<i>9901-0R -- RUBBISH/GARBAGE IN YARD</i>					Count: 17
22-000114	01/28/2022	Rubbish on Property - 6318 Houghton St (K Mayer Estate)		SPANGLER, BRADLEY	In Person Contact
22-000115	01/28/2022	Rubbish on Property - 6432 Church St (R Groth)		SPANGLER, BRADLEY	In Person Contact
22-000116	01/28/2022	Rubbish on Property - 4318 Leach St (W Decker)		SPANGLER, BRADLEY	Complied
22-000117	01/28/2022	Rubbish on Property - 4325 Sherman St (J Williams)		SPANGLER, BRADLEY	Cleared by Citation
22-000118	01/28/2022	Rubbish on Property - 4281 Ale St (D Smith)		SPANGLER, BRADLEY	Open
22-000119	01/28/2022	Rubbish on Property - 6606 Garfield Ave (B Beeman)		SPANGLER, BRADLEY	Open
22-000120	01/28/2022	Rubbish on Property - 4320 Maple St (D Matson)		SPANGLER, BRADLEY	Complied
22-000121	01/28/2022	Rubbish on Property - 4326 Woodland Ave (P Smith)		SPANGLER, BRADLEY	Complied
22-000122	01/28/2022	Rubbish on Property - 6446 Pine St (K Spencer)		SPANGLER, BRADLEY	In Person Contact
22-000123	01/28/2022	Rubbish on Property - 6343 Pine St (M Parks)		SPANGLER, BRADLEY	Open
22-000124	01/28/2022	Rubbish on Property - Ben's Fresh Market		SPANGLER, BRADLEY	Open
22-000157	02/07/2022	Rubbish on Property - 6228 Lakeside Dr (J Craig)		SPANGLER, BRADLEY	Complied
22-000230	03/01/2022	Rubbish on Property - 6338 Pine St (R Shadley)		SPANGLER, BRADLEY	Complied
22-000268	03/10/2022	Rubbish on Property - 6377 Seventh St (C Dotson)		SPANGLER, BRADLEY	Complied
22-000496	05/11/2022	Rubbish on Property - 6405 Sixth St (R Furness)		SPANGLER, BRADLEY	In Person Contact
22-000497	05/11/2022	Rubbish on Property - 6428 Pine St (D Mayer)		SPANGLER, BRADLEY	Complied
22-000571	05/18/2022	Rubbish on Property - 6306 Pine St (A Smith)		SPANGLER, BRADLEY	Open
<i>9901-0S -- SNOWMOBILES</i>					Count: 1
22-000150	02/05/2022	Disturbing the peace (snowmobiles)		MILLER, KENNETH	Closed
<i>9901-0T -- ORV/ATV</i>					Count: 3
22-000309	03/16/2022	ORV/ATV Violation - Ale St & Church St (H Kelly)		FREEMAN, JAMES	Closed
22-000387	04/12/2022	ATV/ORV Violation - Oak St & Main St (G Guilds)		FREEMAN, JAMES	Closed
22-000453	05/01/2022	ORV on private property		HARTZELL, WILLIAM	Unfounded
<i>9901-0V -- VACANT PROPERTY</i>					Count: 24
22-000047	01/21/2022	Vacant Property - 6420 Sixth St (M Stover)		FREEMAN, JAMES	Pending Renewal
22-000048	01/21/2022	Vacant Property - 4851 Crestwood Dr (C Dotson)		FREEMAN, JAMES	Occupied
22-000049	01/21/2022	Vacant Property - 6377 Seventh St (C Dotson)		FREEMAN, JAMES	Pending Renewal
22-000050	01/21/2022	Vacant Property - 6370 Houghton St (T Bender)		FREEMAN, JAMES	Pending Renewal
22-000051	01/21/2022	Vacant Property - 4665 Hospital Dr (L Ross)		FREEMAN, JAMES	Registered
22-000052	01/21/2022	Vacant Property - 6395 Fourth St (P Astley)		FREEMAN, JAMES	Pending Renewal
22-000053	01/21/2022	Vacant Property - 6658 Houghton St (G Bartnik)		FREEMAN, JAMES	Occupied
22-000054	01/21/2022	Vacant Property - 6712 Third St (J Gilley)		FREEMAN, JAMES	Pending Renewal
22-000055	01/21/2022	Vacant Property - 4869 Hemlock Ln (N Leino)		FREEMAN, JAMES	Pending Renewal
22-000056	01/21/2022	Vacant Property - 6318 Houghton St (C Mayer)		FREEMAN, JAMES	Pending Renewal
22-000070	01/26/2022	Vacant Property - 6327 Houghton St (G Binder)		FREEMAN, JAMES	Pending Renewal
22-000071	01/26/2022	Vacant Property - 6457 Church St (J Brandel)		FREEMAN, JAMES	Notice Mailed
22-000072	01/26/2022	Vacant Property - 4594 Seeger St (R Parrish Estate)		FREEMAN, JAMES	Open

Offense Report

Report Criteria:

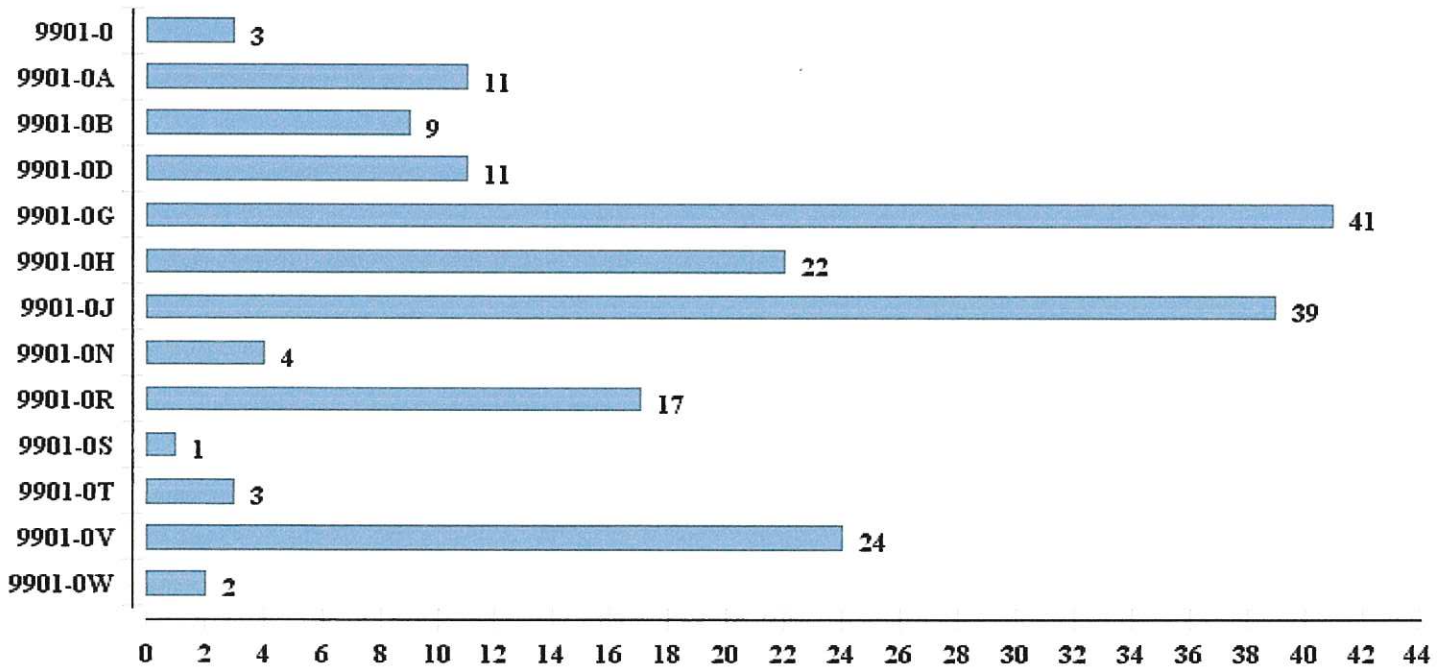
Start Date	End Date	Start Offense	End Offense	Status
01/01/2022	05/19/2022	99010	99010W	ALL

Incident	Rprt Date	Description	Area	Officer	Status
22-000073	01/26/2022	Vacant Property - 4445 Oak St (B Dubbs)		FREEMAN, JAMES	Notice Mailed
22-000074	01/26/2022	Vacant Property - 6369 Pine St (J Mackowiak)		FREEMAN, JAMES	Notice Mailed
22-000075	01/26/2022	Vacant Property - 4273 Sherman St (S Drohn)		FREEMAN, JAMES	Notice Mailed
22-000076	01/26/2022	Vacant Property - 6742 Main St (Pennymac Loan Services LLC)		FREEMAN, JAMES	Occupied
22-000077	01/26/2022	Vacant Property - 6790 Main St (M Hall)		FREEMAN, JAMES	Occupied
22-000078	01/26/2022	Vacant Property - 6592 Third St (I Fernholz Estate)		FREEMAN, JAMES	Occupied
22-000079	01/26/2022	Vacant Property - 6371 Houghton St (D Manchester)		FREEMAN, JAMES	Pending Renewal
22-000111	01/28/2022	Vacant Property - 4316 Doerr Rd		FREEMAN, JAMES	Occupied
22-000112	01/28/2022	Vacant Property - 4593 Seeger St (H Francis)		FREEMAN, JAMES	Occupied
22-000113	01/28/2022	Vacant Property - 6361 Pine St (D Mackowiak)		FREEMAN, JAMES	Notice Mailed
22-000206	02/21/2022	Vacant Property - 6694 Main St (C Proulx)		FREEMAN, JAMES	Occupied

<i>9901-0W -- WASTE COLLECTION</i>					Count:	2
22-000299	03/14/2022	24hr Garbage Violation - 4594 Seeger St (R Parrish Estate)		SPANGLER, BRADLEY	Complied	
22-000366	04/03/2022	24hr Garbage Collection - 4150 Seeger St (J Faber)		FREEMAN, JAMES	Complied	

Total: 187

Offense Activity Counts



AXON ACADEMY

THIS CERTIFICATION IS HEREBY GRANTED TO

Kenneth Miller

The above named is certified as an instructor for TASER Energy Weapons and may certify and train others under Axon's guidelines for TASER Energy Weapon Users.

TOTAL HOURS OF INSTRUCTION: 16 HOURS

In witness whereof, Axon Enterprise, Inc. has caused this certificate to be signed by its authorized representative.

VALID FOR 2 YEARS FROM THE DATE OF COMPLETION



Andy Wenn
VP, Head of Training

04/27/2024

Expiration Date

