



# **VILLAGE OF PENTWATER**

327 South Hancock St. P.O. Box 622 Pentwater, MI 49449  
(231) 869-8301 - FAX (231) 869-5120  
[www.pentwatervillage.org](http://www.pentwatervillage.org)

## **VILLAGE COUNCIL**

### **AGENDA**

**May 8, 2017 at 6:00 p. m.**

To be presented before the Village Council in the community room.

- 1. Call to Order.**
- 2. Council Roll Call.**
- 3. Public Comments (not on agenda).**
- 4. Approval of the Agenda.**
- 5. Public Comments (on agenda).**
- 6. Approval of Consent Agenda Items.**

*All matters listed under Item 6. Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.*

Approval of village council regular meeting minutes, and 1<sup>st</sup> of the fiscal year, that was held on May 8, 2017. Regular Village bill approval of \$56,259.19. Fire Department bill approval of \$12,641.92.

- 7. Guest Speaker - Joe Primovich regarding Pentwater Lake Association**

## **DEPARTMENT REPORTS**

- 1. Village Manager – Rob Allard**
- 2. Police Chief – Laude Hartrum**
- 3. Fire Chief - Terry Cluchey**
- 4. Zoning Administrator – Keith Edwards.**

## **COMMITTEE and BOARD REPORTS**

1. Buildings & Grounds Committee – Bill Maxwell
2. Finances Committee - Jared Griffis
3. Ordinances Committee – Dan Nugent
4. Personnel Committee – Angell-Powell
5. Promotions Committee – Pamela Burdick
6. Services Committee - Don Palmer

## **VILLAGE COMMISSION and BOARD REPORTS**

1. Planning Commission – Ron Christians
2. Zoning Board of Appeals – Mike Castor
3. DDA – Dr. Claudia Ressel-Hodan

## **UNFINISHED BUSINESS**

1. None

## **NEW BUSINESS**

1. Pictorial Postmark.
2. Charitable Gaming License for the Artisan Center.
3. Bid from LC United to paint inside of water tower.
4. Infrastructure Alternatives WWTP Contract
5. Allard's Manager extension contract

## **ADJOURNMENT**

### **PUBLIC COMMENTS**

1. Will be made ONLY when the Village President opens the meeting for public comments, this is not a Public Hearing.
2. It is asked that you state your name & address to Council.
3. All comments will be addressed to the Village President.
4. All comments are limited to 3 minutes.

**Thank you for your cooperation**

# Village of Pentwater

327 S Hancock St., PO Box 622 Pentwater, Michigan 49449  
(231) 869-8301 Website: [www.pentwatervillage.org](http://www.pentwatervillage.org)

## Regular Meeting of Village Council MEETING MINUTES April 10, 2017

**Call to Order** - President Jeff Hodges called the regular meeting of the Pentwater Village Council to order at 6:00 p.m. at Village Hall in the community room.

**Roll Call** - Present: Jared Griffis, Dan Nugent, Bill Maxwell, Don Palmer, Michelle Angell-Powell, Pam Burdick and Jeff Hodges.

Absent: None.

Staff present: Village Manager Rob Allard, Clerk/Treasurer Colleen Moser, Police Chief Laude Hartrum, Deputy Clerk Barb Siok, Fire Chief Terry Cluchey and Village Attorney Brian Monton.

**Approval of the Agenda** - *Motion* by Maxwell, supported by Palmer to approve the agenda. Voice vote. AYES: 7 NAYS: 0. Agenda approved.

**Consent Agenda**- Approval of village council public hearing and regular meeting minutes that was held on March 13, 2017. Regular Village bill approval of \$73,525.71. Fire Department bill approval of \$51,713.34.

### Approval of the use of Village Property

- \* Pentwater Sportfishing Assn. requests permission to display banners, at both entrances to the Village, from May 9-31, 2017 for the Annual Memorial Weekend Fishing Derby VFW.
- \* VFW requests permission to collect donations for the Poppy Program which funds the Post Relief Fund, stand in the street and other locations around the Village, on May 27<sup>th</sup> from 8:00 a.m. to 1:00 p.m.
- \* To hold the Veterans Day Parade on May 29<sup>th</sup>, 2017.

### Use of the Village Green

- \* The Historical society requests permission to place a table on the top of the Village Green for public information and memberships, see list of events.
- \* The VFW, for their 2017 Memorial Day Program, May 29<sup>th</sup>, 2017, 10-Noon.
- \* The VFW & the Marine Corps request permission to set up a table & chairs, on the sidewalk, at the top of the Village Green, to sell raffle tickets on various dates (undisclosed) throughout the 2017 Summer.
- \* Centenary United Methodist Church requests use of the Village Green from July 2<sup>nd</sup>-Sept 3<sup>rd</sup>, 2017, on Sunday Mornings, 9-11 a.m.
- \* Patricia Hansen requests use for a wedding to be held on May 19, 2017.

*Motion* by Griffis, second by Angell-Powell to approve the consent agenda items. Roll call vote. AYES: 7 NAYES: 0. ABSENT: 0. Consent agenda items approved.

## VILLAGE DEPARTMENT REPORTS

Reports are in the meeting packet and posted on [www.pentwatervillage.org](http://www.pentwatervillage.org).

**Village Manager** –See report.

**Clerk/Treasurer** - See report.

**Police Chief** –See report.

**Fire Chief** – See meeting minutes.

**Zoning Administrator** – See report.

## COMMITTEE REPORTS

Committee meeting minutes are provided if received in time for the packet.

**Building and Grounds Committee** –Maxwell reported on the March 30<sup>th</sup> meeting. Maxwell plans to have estimates in getting the sea wall and dinghy dock repaired. Maxwell also stated that the SOS party will be held on the Village green rather than on Hancock street. See meeting minutes.

**Finance Committee** – No meeting, no report.

**Ordinance Committee.** – No meeting, no report.

**Personnel Committee-** Angell-Powell reported on a working group meeting held at 5 p.m. on April 10<sup>th</sup>. The committee is reviewing applicants and will be meeting April 20<sup>th</sup> at 2:00 p.m. to review the top candidates for the Village Manager position.

**Promotions Committee** – Burdick reported on the meeting held on April 6<sup>th</sup>, where it was discussed to have the cooking of hotdogs be made in a certified (health department approved) kitchen or the Village will have to apply for a food license. See meeting minutes.

**Services Committee-** Palmer reported on the April 10th meeting. Several items were decided in committee to be brought before the Village Council.

The Committee approved an \$567 refund to 382 Third St. for a water leak while the owner was in the hospital.

*Motion* by Palmer, second by Griffis to approve the \$567 credit for overages to the owner of 382 Third Street. Roll call vote. AYES: 7 NAYES: 0. Motion approved.

The Committee approved an \$10,000 refund to the Linwood Mobile home park. The owner had been overcharged because he had not reported to the Village the number of occupied units and felt he had been over charged for 5 units for several years. This matter was decided by Council in August 2016. Since that time, the owner has sought legal council it is believed to be in the interest of both parties to resolve the matter without legal fees. The committee voted 2-1 to issue a credit and have the Village attorney to draft a letter to the property owner to close the issue.

Village attorney stated that it is the owner's responsibility to have knowledge of the Village Ordinances which specifically address that it is the owner of the mobile home park to report to the Village the number of occupied units. Griffis stated that the Village uses a ready to serve charge and that the Village incurred no additional costs. The actual number of connections is 34 units.

*Motion* by Palmer, second by Griffis, that the owner of Linwood Mobile home park be credited \$10,000 over the next four billing quarters, and that the matter of overcharges, due to the owner's lack of reporting the proper number of units, is therefore resolved without further legal action by either party.

Roll call vote. AYES: 5- Palmer, Griffis, Nugent, Angell-Powell and Burdick. NAYES: 2- Maxwell and Hodges. Motion approved.

## VILLAGE COMMISSION AND BOARD REPORTS

**Planning Commission-** Ron Christians reported that the March 15<sup>th</sup> commission meeting did not have a quorum.

**ZBA-** No meeting. No report.

**DDA –** Dr. Claudia Ressel-Hodan reported the next meeting would be held on April 12<sup>th</sup> and that there were several agenda items such as downtown beautification and other long term goals such as a sound system on the Village Green.

## UNFINISHED BUSINESS

None.

## NEW BUSINESS

### **Fleis & VandenBrink, Contract for Streets.**

*Motion* by Palmer, second by Angell-Powell to tentatively approve the agreement for engineering services with Fleis & VandenBrink and that the village manager draft a letter that addresses engineering liability, errors and omissions. The village manager pointed out that the agreement for the street improvement project goes beyond the proposed agreement for engineering services. David Blume of Fleis & VandenBrink stated they need an agreement with the Village for engineering services to continue to work on the Village Street Improvement plan. Blume stated that the firm will be presenting a plan next month that would cover the scope of the projects, errors and omissions and detailed a street improvement plan.

Roll call vote. Yeas: 7 Nays: 0. Motion approved.

**Street Improvement Update:** David Blume stated that the engineers had already been working on the project. That they had mapped out most of the project elevation and rated the streets. They plan to present the Village with a specific plan in the next 30 days. When a project is approved the website for the project will also be updated. The website project is a link on the village home page <http://www.pentwatervillage.org/>

**Garbage Rate Resolution.** *Motion* by Palmer, second by Angell-Powell to approve the resolution to increase the garbage rate from \$29.10 to \$31.00 per quarter. Roll call vote. Yeas: 7 Nays: 0. Motion approved.

**Pentwater Chamber – Wine Tasting.** *Motion* by Burdick, second by Nugent to approve the Pentwater Chamber to allow wine tasting on the Village Green during the Farmers Market. The request for 2017 and future years. The Pentwater Chamber will be in following with the liquor control laws. Voice vote. Yeas: 7 Nays: 0. Motion approved.

**Pentwater Chamber - Music Festival.** *Motion* by Angell-Powell, second by Palmer to approve the Pentwater Chamber's Music Festival on June 3<sup>rd</sup>. 2017 on the Village Green. Voice vote. Yeas: 7 Nays: 0. Motion approved.

**Amend agenda.** Motion by Maxwell, second by Nugent to amend the agenda to add a ZBA member. Voice vote. Yeas: 7 Nays: 0. Motion approved.

**Bill Bainton for ZBA, term expiring August 2018.** Motion by President Hodges, second by Angell-Powell. Voice vote. Yeas: 7 Nays: 0. Motion approved.

**Adjournment -** Hodges asked for a motion to adjourn. *Motion* by Palmer, second by Angell-Powell. Voice vote. AYES: 7 NAYS: 0 Motion approved.

President Hodges adjourned the meeting at 7:09 p.m.

Respectfully submitted,

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Colleen Moser, Clerk/Treasurer

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Date

Unapproved

# Village of Pentwater

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## 1<sup>st</sup> Regular Meeting of the fiscal year. Village Council MEETING MINUTES April 10, 2017

**Call to Order** - President Jeff Hodges called the regular meeting of the Pentwater Village Council to order at 7:10 p.m. at Village Hall in the community room.

**Roll Call** - Present: Jared Griffis, Dan Nugent, Bill Maxwell, Don Palmer, Michelle Angell-Powell, Pam Burdick, and Jeff Hodges.

Absent: None.

Staff present: Village Manager Rob Allard, Clerk/Treasurer Colleen Moser, Police Chief Laude Hartrum, Deputy Clerk Barb Siok, Marina Manager Dick Hutchings, Fire Chief Terry Cluchey and Village Attorney Brian Monton.

**Approval of the Agenda** - *Motion* by Griffis supported by Angell-Powell to approve the agenda. Voice vote. Yeas: 7 Nays: 0. Motion approved.

### NEW BUSINESS

**Roberts Rules of Order-Adoption** *Motion* by Griffis, second by Palmer to approve Roberts Rules of Order, as the accepted meeting procedures. Voice vote. Yeas: 7 Nays: 0. Motion approved.

**Authorization of newspapers of general circulation: Ludington Daily News and Oceana's Herald Journal.** *Motion* by Maxwell second by Palmer to approve newspapers of general circulation. Voice vote. Yeas: 7 Nays: 0. Motion approved.

**Authorization of depositories for village funds:** Huntington Bank, Chemical Bank, MI Class Investments, Safe Harbor Credit Union, Shelby State Bank, and West Shore Bank. *Motion* by Griffis, second by Nugent to approve depositories. Voice vote. Yeas: 7 Nays: 0. Motion approved.

**Approve Brian Monton as Village Attorney.** *Motion* by Maxwell, second by Nugent to approve Brian Monton as Village Attorney. Voice vote. Yeas: 7 Nays: 0. Motion approved.

**Approve Berthiaume & Company for the annual audit.** *Motion* by Maxwell, second by Angell-Powell to approve Berthiaume & Company for the annual audit. Voice vote. Yeas: 7 Nays: 0. Motion approved.

**Appointments:**

*Motion* by Palmer, second by Angell-Powell to approve President as Pro Tempe as Jared Griffis. Voice vote. Yeas: 7 Nays: 0. Motion approved.

*Motion* by Palmer, second by Angell-Powell to approve Village Manager as Rob Allard. Voice vote. Yeas: 7 Nays: 0. Motion approved.

*Motion* by Palmer, second by Angell-Powell to approve Clerk/Treasurer as Colleen Moser. Voice vote. Yeas: 7 Nays: 0. Motion approved.

*Motion* by Maxwell, second by Nugent to approve Deputy Clerk/Treasurer as Barb Siok. Voice vote. Yeas: 7 Nays: 0. Motion approved.

*Motion* by Maxwell, second by Angell Powell to approve FOIA Coordinator as Rob Allard. Voice vote. Yeas: 7 Nays: 0. Motion approved.

*Motion* by Nugent, second by Maxwell to approve Street Administrator as Rob Allard. Voice vote. Yeas: 7 Nays: 0. Motion approved.

*Motion* by Palmer, second by Maxwell to approve Police Chief as Laude Hartrum. Voice vote. Yeas: 7 Nays: 0. Motion approved.

*Motion* by Maxwell, second by Nugent to approve Harbor Master as Laude Hartrum. Voice vote. Yeas: 7 Nays: 0. Motion approved.

*Motion* by Palmer, second by Nugent to approve Marina Manager as Dick Hutchings. Voice vote. Yeas: 7 Nays: 0. Motion approved.

*Motion* by Nugent, second by Maxwell to approve Recreation Director as Daniel Pena. Voice vote. Yeas: 7 Nays: 0. Motion approved.

*Motion* by Maxwell, second by Palmer to approve Zoning Administrator as Keith Edwards. Voice vote. Yeas: 7 Nays: 0. Motion approved.

**Adjournment** - Hodges asked for a motion to adjourn. *Motion* by Maxwell, second by Palmer. Voice vote. AYES: 7 NAYS: 0 Motion approved.

President Hodges adjourned the meeting at 7:28 p.m.

Respectfully submitted,

\_\_\_\_\_  
Colleen Moser, Clerk/Treasurer

\_\_\_\_\_  
Date



## CHECK REGISTER FOR VILLAGE OF PENTWATER 04/01/2017 - 04/30/2017

Check Date	Check	App	Vendor Name	Description	Amount
04/03/2017	43479	PR	Priority Health Insurance	insurance	9,980.31
04/12/2017	43480	AP	APT of US & S	re-certification fee	200.00
04/12/2017	43481	AP	Charter Communications, Inc.	utilities	929.97
04/12/2017	43482	AP	Cintas Corporation	prof. svc.	58.93
04/12/2017	43483	AP	Consumers Energy Co. Payment Center	utilities	10,470.15
04/12/2017	43484	AP	Dickenson, David dba C&D Cleaning	prof. svc.	1,210.00
04/12/2017	43485	AP	Klotz Auto Parts Inc.	rpr. mtc.	66.22
04/12/2017	43486	AP	Larson & Son Ace Hardware, Inc.	supplies	129.79
04/12/2017	43487	AP	VOID	void	0.00
04/12/2017	43488	AP	Ludington Daily News	publishing	319.70
04/12/2017	43489	AP	Michigan Municipal League	membership 5/2018	717.00
04/12/2017	43490	AP	SCHUMAKER, MARY	friendship center deposit refund	100.00
04/12/2017	43491	AP	Trace Analytical Laboratories, Inc.	analytical	562.20
04/12/2017	43492	AP	Village of Pentwater	quarterly w & s	2,249.91
04/12/2017	43493	AP	Wilson, Gary	in lieu of insurance	50.00
04/12/2017	43494	AP	Xerox Corporation	lease/mtc	274.44
04/12/2017	43495	AP	State Of Michigan	prof.fees	10.00
04/19/2017	43496	AP	BENNETT, JASON	reimbursement	127.57
04/19/2017	43497	AP	Bruce's Auto & Maint.	mtc.supplies	39.20
04/19/2017	43498	AP	HUNTINGTON NATIONAL BANK	misc.svc./supplies	1,979.66
04/19/2017	43499	AP	Jobbins, Henry	cell phone reimburs.	64.83
04/19/2017	43500	AP	Lighthouse Car Care Center LLC	motorpool	778.00
04/19/2017	43501	AP	MailFinance	prof. svc.	394.95
04/19/2017	43502	AP	Malburg's Sanitation Service, Inc.	prof.svc.	413.30
04/19/2017	43503	AP	MHP - Lakeshore Campus	prof.svc.	14.00
04/19/2017	43504	AP	Republic Services, Inc.	prof. svc.	8,957.90
04/19/2017	43505	AP	WEX BANK	fuel	865.00
04/20/2017	43506	AP	Affordable Gutters Inc.	rpr./mtc. Marina	865.00
04/20/2017	43507	AP	All Seasons Porta-Jons LLC	prof.svc.	148.00
04/20/2017	43508	AP	Bruce's Auto & Maint.	mtc.supplies	43.40
04/20/2017	43509	AP	C & I Electric	prof. svc.	130.00
04/20/2017	43510	AP	Cintas Corporation	prof. svc.	58.93
04/20/2017	43511	AP	Dune Side Auto Glass, LLC	rpr./mtc.	447.62
04/20/2017	43512	AP	Etna Supply Co.	supplies	1,230.99
04/20/2017	43513	AP	Evergreen Solutions LLC	supplies	490.95
04/20/2017	43514	AP	Frontier	utilities	87.63
04/20/2017	43515	AP	Hutchings, Richard	Start Up Working Cash Marina 2017 Season	400.00
04/20/2017	43516	AP	I.T. RIGHT, INC	prof.svc	210.50
04/20/2017	43517	AP	Integrity Business Solutions	supplies	205.41
04/20/2017	43518	AP	International Inst.Municipal Clerks	annual membership	260.00
04/20/2017	43519	AP	Kay Park Recreation	supplies	212.00
04/20/2017	43520	AP	Ken Adams Excavating Inc.	prof. svc.	1,250.00
04/20/2017	43521	AP	Kennedy Industries, Inc.	supplies	825.00
04/20/2017	43522	AP	Michigan Municipal League	publishing	70.20
04/20/2017	43523	AP	MICRgraphics Printing Inc.	supplies	235.58
04/20/2017	43524	AP	Movies on the Green	community promotion	500.00
04/20/2017	43525	AP	Skyweb Networks Inc.	annual mtc. Utilities DDA	995.00
04/20/2017	43526	AP	Standard Supply & Lumber	supplies	62.51
04/20/2017	43527	AP	Teledyne Instruments, Inc.	rpr./mtc. CWP	1,295.00
04/20/2017	43528	AP	Terminix of West Michigan Inc.	professional svc.	255.00
04/20/2017	43529	AP	The Glove Apparel LLC	Rec Prgm, T's	611.80
04/20/2017	43530	AP	Trace Analytical Laboratories, Inc.	analytical	1,242.50
04/20/2017	43531	AP	West Bend	prof.svc.	55.00
04/20/2017	43532	AP	Wilbur-Ellis Company LLC	CWP supplies	285.10
04/27/2017	43533	PR	Payroll	payroll	415.57
04/27/2017	43534	AP	STATEWIDE PARTY RENTALS	Sesq. tables/chairs	246.90
04/30/2017	43535	PR	POLICE OFFICERS ASSOCIATION	dues	140.00
04/30/2017	43536	PR	TECH, PROF & OFFICE ASSOC OF MICHIGAN	dues	75.00
04/30/2017	43537	PR	UNITED WAY OF THE LAKESHORE	united way	34.00
04/28/2017	43538	AP	DEWARD, DEBRA	sesq dinner reimburs.	208.33
04/28/2017	43539	AP	DTE Energy Company	utilities	1,403.24
04/28/2017	43540	AP	RAYMOND, CHUCK	refund 2 deposit for VG	300.00

56,259.19

11:03 AM

05/03/17

Accrual Basis

**Pentwater Fire Department**  
**Payment of Bills (Prepays & To Be Paid)**  
**May 10, 2017**

Type	Date	Num	Name	Credit
<b>001-000 Checking Huntington</b>				
Liability Check	04/13/2017	2537	State of Michigan	845.59
Check	04/13/2017	2538	Business Card	33.88
Check	04/24/2017	2539	Village of Pentwater	69.45
Check	04/24/2017	2540	DTE Energy	180.01
Deposit	05/01/2017	0365	Oceana County	
Paycheck	05/02/2017	2541	Christopher J Gebhart	184.70
Paycheck	05/02/2017	2542	Dayna A. Hasil	70.48
Liability Check	05/02/2017	E-pay	United States Treasury	42.84
Deposit	05/03/2017	0366	Pentwater Township Tax Account	
Check	05/10/2017	2543	Republic Services #240	372.35
Check	05/10/2017	2544	Verizon Wireless	76.02
Check	05/10/2017	2545	Charter Communications	267.75
Check	05/10/2017	2546	Circle K Service	69.28
Check	05/10/2017	2547	Pentwater Convenience Center	275.80
Check	05/10/2017	2548	Nicks Radio & Electronics	160.00
Check	05/10/2017	2549	FirePrograms	595.00
Check	05/10/2017	2550	Consumers Energy	170.23
Check	05/10/2017	2551	Circle K Service	5,618.04
Check	05/10/2017	2552	Digicom Global Inc.	3,610.50
Total 001-000 Checking Huntington				12,641.92
<b>TOTAL</b>				<b><u>12,641.92</u></b>

\$ 426.<sup>95</sup>

\$ 11,214.<sup>97</sup>

# MANAGERS REPORT

May 8, 2017

## ROAD MAINTENANCE

The first borrowing of the Street Improvement bonds has been completed. The monies have been deposited in the Michigan Class bond account.

A tentative agreement between the Village and Fleis & Vandenbrink has been made. However, additional points concerning the details are still being discussed.

## WATER SYSTEM

The Village received Bids for the painting of the wet interior of the water tower along with some minor safety repairs and the addition of a mixer to reduce future ice damage. The specifications for the work and DEQ permitting were prepared by Dixon Engineering. The low bidder was L.C. United Painting of Sterling Heights, MI for \$95,000, which was \$10,000 below the engineers estimate.

The bid results are scheduled for discussion at the April 27 Services Committee meeting with the Managers recommendation to accept the bid.

The work is tentatively scheduled for September of this year.

## MARINE STRUCTURES

The Village received a quote from Adams Marine for the construction and installation of a new dingy dock. The estimated cost for the project is \$7,200. The cost of repairs for the fishing dock is undetermined at the time of writing.

## LEAF VACUME

Again, spring curbside leaf pickup has been set to begin pick up the first week of May. Pickup will not go beyond May 31<sup>st</sup>.

## PARKS

The parks are open and operating.

**Pentwater Police Department  
Activity Report  
April 2017**

Synopsis

During April the Department remained constant with previous years.

Activity Highlight

- 4-5-2017      Officer took a report of a two car PDA. There were no injuries.
- 4-10-2017     Officers took a report of debris floating in Pentwater Lake. The debris turned out to be part of a floating dock. The piece came to rest at a local marina who agreed to remove it and keep it until the owner could be located.
- 4-15-2017     Officers assisted with traffic control for "Tax March" that took place at the Village Green. There were no issues with this event.
- 4-28-2017     Officers arrested an Oceana County man following a traffic stop on Monroe Road near Longbridge. The suspect driver ran a stop sign and then sped east on Sixth Street reaching speeds of 60 mph.

After investigation he driver was lodged at the Oceana County Jail. A warrant was issued for OWI 2<sup>nd</sup> and Driving on a suspected license.

Project Reports

The semi annual VPAC meeting will be held on May 19<sup>th</sup> at the Village Hall at 7:00pm. All Village residents are invited. Topics will include summer staffing, an open discussion on recent events and initiatives for the summer season. Officers will be in attendance to meet with the public.

Officer attended the following training last month; defensive driving, emergency driving and Mental Health First Aid. Training this month will include defensive tactics, Taser, CPR / First Aid, Firearms Qualification, and a written firearms test.

Last year the Department in coordination with the Chamber of Commerce, Pentwater-Hart Group developed a safety campaign called "Play Safe Pentwater". The campaign focused on pedestrian, cycling, beach, and driving safety.

Building on that campaign the Department will begin remarking the sidewalks, channel walkways and pier with warning giving people notice of the prohibition on

"bikes, skates or skateboards" on downtown sidewalks. "No swimming jumping or diving" will be marked along the channel and pier. In addition to these words the Play Safe Pentwater logo will also be displayed.

Respectfully submitted,  
 Chief Laude Hartrum

Pentwater Police Department – Activity Detail

Complaints	Totals
Assist	5
Lost Property	1
Marine Patrol	1
Medical Assist	4
Miscellaneous	3
Paper Service	1
Property Check	1
Property Damage Accident	1
Stolen Vehcile	1
Suspicious Situation	2
Traffic Stop	12
Unknown Accident	1
Well Being Check	1
<b>Total</b>	<b>34</b>

Tickets

Parking Tickets (Winter Parking)	0
Expired Drivers License	1



# ***VILLAGE OF PENTWATER***

ON PENTWATER LAKE AND LAKE MICHIGAN  
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## **ZONING ADMINISTRATOR'S REPORT**

**May 2, 2017**

The following is a summary of activity conducted by the Zoning Administrator in April, 2017.

### **Code Enforcement**

Nothing outstanding at this time.

### **Planning Commission**

The Planning Commission met on April 19, 2017 to continue my presentation on land use planning and the Michigan Planning Enabling Act. I also presented an overview of some Zoning Ordinance changes to consider for Accessory Buildings in Chapter 3 – General Provisions.

### **Zoning Board of Appeals**

The Zoning Board of Appeals did not meet in April, 2017.

### **Zoning Permits**

The following Zoning Permits were issued in April 2017.

1. 136 Park Street to replace the front porch.
2. 174 N. Rutledge to replace the sidewalk.
3. 85 5<sup>th</sup> Street to install a roof top deck while they are remodeling the interior.
4. 51 Bridge St. to construct an attached garage with enclosed main level, single-story breezeway.
5. 146 Mears to remove an old shed and replace it with a larger shed.

Sincerely,

*Keith J. Edwards*

Keith Edwards  
Zoning Administrator

**Village of Pentwater  
Building and Grounds Committee  
Meeting Minutes April 21, 2017**

Chair Maxwell called the meeting to order at 8:00AM. At the Village Hall

Present: Chair, Bill Maxwell, Jared Griffis and Michelle Angell-Powell

Also Present: Village Manager Rob Allard, President Hodges, Police chief Laude Hartman, Dick Hutchinson, Bruce Koorndyk

Discussed was the following list of Village Buildings & Grounds that are in need of repair or replacement. The committee, with the help of Rob Allard & Henry Jobbins has determined what the priorities are.

**Priority 1\***

**\*DINGHY DOCK:**

Needs to be repaired properly so we are not fixing it every year. We have an estimate of \$7200 \*

Look at the drainage, could possibly be done in conjunction with the SIP

**\*MARINA:**

Place some Danger no swimming signs

Move forward with the electrical upgrade (Talk to Keith)\*

Three trees need to be removed

A number of docks need minor repairs

Paint bathrooms & showers.

**\*FRIENDSHIP CENTER (Sub committee) Michelle Angel Powell**

Northeast corner drainage. Draining into the center now. \*

Needs repainting

Bathrooms need to be redone completely

Ceiling need extended work

Kitchen needs remodeling

Upgrade plumbing

Increase Rental Fee\*

**\*TENNIS COURTS (Sub Committee) Township to help??**

F & V to design

Repair sign. Check footings

Fence needs repair

BB Courts need resurfacing

Across street need to remove fallen trees

Pickle ball courts

**\*BOATS LAUNCH (JR. SAILING)**

Have a proposal to replace sea wall with steel

Boat ramp needs to be widen

**VILLAGE GREEN:**

Gazebo needs painting. \* (Service Club, Bruce Koorndyk.)

Tree at the top of the green, needs to be removed (DDA)

**CHANNEL LANE PARK-----BRIDGE STREET PARK**

Sidewalks need to be repaired or at least paint a yellow warning line on sidewalk (In progress)

Replace pipes in bathroom

Stones under seats need to be replaced

15 benches' between Bridge St. Park and the beach along the channel walk that need to be repaired and painted or replaced (19 yrs)

**BELL PARK** (get estimate from Ruggles)

The stones on the base need replacing

**CHAMBER**

Paint mural on outside wall. Subject matter should be controlled by the DDA and approved by the full council

**POLICE STATION**

Carpet (West Mi Carpet)

Lighting (C & I electric)

**TRIANGLE PARK**

Retaining wall needs some work (Gene Davidson to design something)

**DPW**

Lighting building (Needs to be upgraded will save Money in long run)

Cold storage building for Equipment (must be justified)

West entrance off Madison rd. needs to be blacktopped

**VILLAGE GREEN**

**CONDO BATHROOMS**

Women's room-counter top needs to be replaced properly

Add one more hand dryer in each bathroom

**VILLAGE HALL**

North & South wall needs extensive work (Township to help)

Roof?

Respectfully Submitted,



William Maxwell

Chair B&G Committee



## **Minutes of Services Committee**

**Meeting: Thursday, April 27, 2017**

**2:00 pm, Village Hall**

**Members Present: Palmer, Maxwell**

**Members Absent: Griffis**

**Also Present: Village President Hodges, Village Manager Allard, Community Resident Norm Shotwell**

- 1. Rob Allard provided information to the committee on the need to paint the inside of the water tower. As it has been ten years since this was done, the need exists for this to occur again. Rob had Dixon Engineering and Inspections Services work with the village on soliciting bids and making a recommendation for this service. A total of seven (7) bids were received with both Dixon and Rob recommending the low bidder of LC United from Sterling Heights, Michigan to complete the work on this activity in the amount of \$95,000 (Bids ranged from \$95,000 to \$175,250). The work on the tower will begin September, 2017 with funds to pay for this coming from the water fund. Rob has also checked with Terry Cluchey (Fire) and Laude Hartrum (Police) regarding the tower being down for thirty days as has been done in the past. Rob also plans on providing this information to the new village manager as well. Motion by Maxwell, supported by Palmer to approve this recommendation and forward to the Council for consideration on May 8. Approved 2-0.**
- 2. The proposed contract extension for Village Manager Rob Allard has been forwarded to the Finance Committee for consideration the recommendation to the full Council.**
- 3. Proposal for a certified plant operator at the WWTP was reviewed by Village Manager Allard with two proposals presented: Infrastructure Alternatives and F – V Operations. The need was evident with the departure of our current village manager and the need for certified personnel to address the testing and certification of results. After review of the proposals and the need for the DEQ to approve this recommendation, it was made by Maxwell and supported by Palmer to recommend Infrastructure Alternatives costing \$60,000 annually as the WWTP Operation team. Motion approved 2- 0 and forwarded to the full Council on May 8.**
- 4. F-V project summary reports on the website were discussed by the committee. Dave Bluhm from F-V will be attendance during the May 8 meeting. It was agreed that Allard will contact F-V to attend the next Services Committee meeting to provide an update both in person and on the website portal. Regarding the contract with F-V, Allard met with Don Holley relative to the errors and omissions portion of the contract. Mr. Holley will draft a letter to Rob, F-V and the Council relative to this matter.**

OTHER: Village President Hodges reported that soundings were done along the channel on dredging with 8 foot finding. The next step is for the Harbor Committee to meeting to discuss the potential of the dredging process and report to Council Committee.

There being no other items before the committee, the meeting was adjourned bat 2:55 pm

Respectfully Submitted,

Don Palmer, Chairman

Services Committee

Village of Pentwater

A handwritten signature in black ink, appearing to read "Don", written over the printed name "Don Palmer, Chairman". The signature is cursive and extends to the right.

SPONSOR RELEASE AND INDEMNIFICATION FOR PICTORIAL POSTMARK

Purpose: This release to be signed by the **SPONSOR** of a proposed pictorial postmark. The artist that created the pictorial postmark artwork must sign their own release affirming from where graphical elements came.

Printed Name: Village of Pentwater Type of Organization/Individual: Govt. Municipality  
Address: 327 S. Hancock PO Box 622  
Station Name: Homecoming Dates to be used: August 12, 2017

In consideration of good and valuable consideration, including the ability to participate in the United States Postal Service stamp program, the receipt and sufficiency of which is hereby acknowledged, **[The Village of Pentwater]** ("Sponsor") **CONFIRMS, REPRESENTS, AND WARRANTS THAT:**

The Postmark Artwork

1. The pictorial postmark, a copy of which is attached as **Exhibit A** to this release (the "Postmark Artwork") was designed and created by Janet Webber (the "Artist").
2. For each and every photograph, drawing, illustration, trademark, and/or font used within the Postmark Artwork, either Sponsor or Artist obtained approval for its use within a postmark.
3. The Postmark Artwork does not infringe upon any copyright, trademark, trade dress, rights of privacy or publicity, patent rights or third party contract rights and does not contain libelous matter.

License to Postal Service

4. Sponsor grants to the Postal Service a non-exclusive, irrevocable, worldwide, perpetual, sublicensable license to use the Postmark Artwork and its name in connection with the issuance of postmark(s) and in connection with the use, distribution, sale, and marketing, in all media now known or later invented, of stamps and philatelic products.

Indemnification

5. Sponsor agrees to defend, indemnify, and hold harmless the Postal Service and the Postal Service's affiliates, officers, directors, employees, agents, successors and assigns from and against all losses, damages, liabilities, costs, and expenses, including, but not limited to, attorneys' fees, costs, and disbursements arising out of or resulting from any third party claim, suit, action or proceeding arising out of, resulting from or alleging Sponsor's breach of any representation, warranty, covenant, or obligation of Sponsor under this Release or alleging infringement of the intellectual property or proprietary right of any third party related to the Postmark Artwork.

General Provisions

6. This Release represents the entire understanding of Sponsor, and shall not be modified except by subsequent written agreement duly executed by or on behalf of the Sponsor and the Postal Service. If any of the provisions of this Release shall be held void or unenforceable, the other provisions shall survive and remain in full force and effect.
7. This Release shall be binding upon, and inure to the benefit of, Sponsor and the Postal Service and their respective officers, directors, employees, heirs, devisees, legatees, representatives, guardians, conservators, administrators, successors, assigns, transferees and estates.

8. Nothing in this Release shall be considered as an affirmative obligation by the Postal Service to use or continue to use the Postmark Artwork.
9. This Release is governed by and interpreted in accordance with U.S. federal law and the laws of the State of New York. It may be signed by electronic means, which shall indicate authorization and have the same effect as a written signature.
10. Sponsor is under no obligation to sign this Release, but if it does is doing so voluntarily, without duress, having had the chance to consult an attorney and fully understanding of its rights.

Sponsor hereby declares under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Jeffrey G. Hodges  
Signature

4-27-17  
Date

Jeffrey A. Hodges  
Name

Village President  
Position at Sponsor

EXHIBIT A  
THE PICTORIAL POSTMARK ARTWORK

**[insert or attach picture of pictorial postmark here]**





**HOMECOMING STATION**

**PENTWATER, MI 49449**

**AUG 12, 2017**

Begin forwarded message:

**From:** Claudia Hodan <[cjhodan@gmail.com](mailto:cjhodan@gmail.com)>  
**Subject:** Fwd: Sesquicentennial Logo  
**Date:** January 7, 2017 at 7:15:24 PM EST  
**To:** Rob Allard <[rallard@pentwatervillage.org](mailto:rallard@pentwatervillage.org)>

Rob,  
Below is the email where Janet W stated Village owns logo.  
Thanks,  
Claudia

-----

On Dec 13, 2016, at 11:19 AM, "janet@janetwebber.com" <[janet@janetwebber.com](mailto:janet@janetwebber.com)> wrote:

thanks Claudia.

yes the Village owns the logo of course. I can sign a note of permission if needed.

I'd appreciate having the opportunity to design the banner for the bandshell, and anything else? plates, T-shirts? I'd like it all to be graphically consistent, so type, color and other design elements match the sesquicentennial street banners I designed for Pentwater. OK?

BTW: I never got an approval to send the final banner files to our supplier.  
Could you check with Don or should I?

thanks,Janet

sending you good iKarma

On Dec 13, 2016, at 7:36 AM, Claudia Hodan <[cjhodan@gmail.com](mailto:cjhodan@gmail.com)> wrote:

Hello Janet,

I am writing to get clarification on your approval for the sesquicentennial logo use.

I am on the committee(as DDA Chair) and in charge of the banner for band shell on the green and memorial plates.

Do I have your permission to use the logo you designed for these items?

Do you prefer to design the banner(app 8 feet long)if your logo is used?

Thank you for your design for Pentwater's 150!

Claudia Ressel Hodan



Charitable Gaming Division  
 Box 30023, Lansing, MI 48909  
 OVERNIGHT DELIVERY:  
 101 E. Hillsdale, Lansing MI 48933  
 (517) 335-5780  
 www.michigan.gov/cg

**LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES**  
 (Required by MCL 432.103(K)(ii))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from \_\_\_\_\_ of \_\_\_\_\_,  
NAME OF ORGANIZATION CITY

county of \_\_\_\_\_, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for \_\_\_\_\_.  
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and  
 adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

COMPLETION: Required.  
 PENALTY: Possible denial of application.  
 BSL-CG-1153(R6/09)





## **VILLAGE OF PENTWATER**

ON PENTWATER LAKE AND LAKE MICHIGAN  
327 South Hancock Street P.O. Box 622 Pentwater, Michigan 49449  
(231) 869-8301 FAX (231) 869-5120  
[www.Pentwatervillage.org](http://www.Pentwatervillage.org)

### **MEMORANDUM**

**TO:** Services Committee

**FROM:** Rob Allard, Village Manager

**DATE:** April 27, 2017

**SUBJECT:** Request for awarding – Low Bidder - Painting Wet Interior of the Water Tower and Engineering Project Management of the Project

---

The Village of Pentwater Solicited bids for wet interior repainting and miscellaneous repairs of the Hancock Street water tower. Recommendation for the work was made by Dixon Engineers in the Preliminary Maintenance Inspection of the tower in October of 2011. The recommendations were for the work to follow the 2015 inspections and proceed as needed.

The 2015 inspection indicated the need for the wet interior repaint as well as some miscellaneous repairs. Dixon Engineers prepared the bidding specifications in March of 2017 with receipt due April 6, 2017. Necessary permits were obtained from DEQ for the work.

The low qualified bidder was L.C. United Painting of Sterling Heights, MI at \$95,000.

It is my recommendation to accept the bid proposal from L.C. United Painting of Sterling Heights, MI for \$95,000 and the Engineering Agreement with Dixon Engineers for the lump sum of \$8,600.

There will be additional cost for the project that are undetermined at this time but will be minor in the scope of the project. These cost will be

Page 2  
April 27, 2017  
Services Committee

associated with a portable water tank, piping, and fittings as well as consulting fees with the water filtration plant electronics engineer. Due to scheduling, these minor expenses unidentified at this time should not hold up the acceptance or declining the bid

If this project is acceptable to the Services Committee I would like to present it to the full Council at the May 8<sup>th</sup> Council meeting.

Respectfully

A handwritten signature in black ink, appearing to read "Rob Allard", written in a cursive style.

Rob Allard,  
Village Manager



# DIXON

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

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

## **Proposal/Contract Agreement for Water Storage Tank 150,000 Gallon Sphere, #22-64-02-01**

The Agreement is between Dixon Engineering, Inc. (DIXON) and the Village of Pentwater, Michigan (Owner) to contract with DIXON for technical services for the 150,000 Gallon Sphere Elevated Tank (Project). This Agreement inclusive together with any expressly incorporated appendix or Schedule 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 duly executed written instrument.

### 1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and Owner agrees to pay DIXON as compensation for their services the fee/lump sum of Eight Thousand, Six Hundred dollars (\$8,600.00). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change ninety (90) days after proposal date, if not contracted.)

### 2.01 SCOPE OF SERVICES

Project Administration, Pre-Construction Meeting, Weld Inspection, and Paint Inspection Services per Schedule A

### 3.01 SIGNATURES

Ira M. Gabin, P.E., Vice President

PROPOSED by DIXON (Not a contract until approved by an officer)

April 7, 2017

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

POSITION

EFFECTIVE CONTRACT DATE

**Members: Society of Protective Coatings • American Water Works Association  
Consulting Engineers Council**

**SCHEDULE A**  
**150,000 Gallon Sphere, #22-64-02-01**  
**Pentwater, Michigan**

**I. Project Administration:**

1. Project administration for the purpose of coordinating the inspection program, local inspector assistance, secretarial services, shop drawing review, and project finalization.
2. Review Contractor's Schedule of Values and work schedule.
3. Review shop drawings for compliance with technical specifications.
4. Review all requests for change orders and make recommendations to the Owner.
5. Perform services expected of Engineer and detailed in the EJCDC General Conditions.

**II. Pre-construction Meeting:**

1. Attend a pre-construction meeting, and distribute minutes to major participants. Topics of discussion will include Contractor's:
  - a. emergency response plan,
  - b. responsibilities to the Owner,
  - c. responsibilities to her/his workers,
  - d. responsibilities to the public
  - e. inspection start time
  - f. inspection schedule
  - g. liquidated damages
2. Contractor will have submittals which are to be submitted ten (10) days prior to the pre-construction meeting. Some of these include: Contractor's schedule, ventilation, fall prevention, confined space, waste hauler certifications, welder certifications, etc. These will be reviewed prior to meeting and only deficiencies discussed.

**III. Critical Phase Inspections:**

**A. Weld Inspection:**

1. One (1) visit to inspect repair/installation work for specification compliance. All weld repairs will be visually inspected for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).

**B. Wet Interior – Painting:**

1. Four (4) visits to inspect interior abrasive blast cleaning for thoroughness, surface profile, and compliance with specifications.
2. One (1) visit to inspect the interior primer coat for uniformity, coverage, and dry film thickness, prior to application of the succeeding paint coat.
3. One (1) visit to inspect the interior intermediate coating uniformity, coverage, dry film thickness, and holiday detection, prior to application of the succeeding paint coat.
4. One (1) visit to inspect the interior stripe coat for uniformity, coverage, and thoroughness.

5. One (1) visit to inspect the interior topcoat for uniformity, coverage, performance, and dry film thickness for compliance with specifications. Examine the overall project for possible damage caused by equipment removal. Inspect the application of top coats/installation of screens, light bulbs, etc.

6. Concurrent with other inspections, inspect application of seam sealer to roof lap seams.

**C. Project Finalization**

1. One (1) visit to formulate a punch list of items to complete and verify installation of the mechanical mixer.

2. One (1) visit to finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

**SCHEDULE B**  
**150,000 Gallon Sphere, #22-64-02-01**  
**Pentwater, Michigan**

1. Compensation for Schedule A – Project Administration, shall be the time and material fee of \$900.00. Payment due as project progresses.
2. Compensation for participation at the pre-construction meeting shall be the lump sum fee of \$550.00, and will include preparation and travel time.
3. Compensation for weld inspection, Schedule A – Critical Phase Inspections is \$650.00 based on a \$650.00 per visit fee with one (1) visit recommended.
4. Compensation for paint inspections, Schedule A – Critical Phase Inspections is \$6,500.00 based on a \$650.00 per visit fee with ten (10) visits recommended.
5. Invoices will be compiled after the 20<sup>th</sup> of the month and shall include from the 20<sup>th</sup> of the preceding month to the 20<sup>th</sup> of the invoiced month. Bimonthly invoicing will be completed on larger projects, or at the Owner's request.
6. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
7. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be considered an additional service, and DIXON shall be compensated for travel and/or expense under the provisions of Schedule C of the Agreement.
8. Requests for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered an additional service and DIXON shall be compensated under the provisions of Schedule C of the Agreement.

## SCHEDULE C

### Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Principal Expert Witness (Office, Travel & Court).....	\$285.00	
Expert Witness (Office, Travel & Court).....	\$200.00	
Project Manager.....	\$125.00	
Registered Professional Engineer.....	\$125.00	
Certified NACE Inspector.....	\$100.00	
Assistant Project Manager.....	\$100.00	
Staff Engineer.....	\$85.00 to \$100.00	
CAD Supervisor.....	\$75.00 to \$90.00	
CAWI or CWI Welding Inspector.....	\$90.00 to \$125.00	
Inspector – Level III.....	\$65.00 to \$80.00	
Inspector – Level II.....	\$65.00 to \$75.00	
Inspector – Level I.....		
CAD Technician.....	\$70.00 to \$80.00	
Secretarial Services.....	\$50.00 & expenses	
Bookkeeping Services.....	\$44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

\*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

#### Expenses:

	<u>Metropolitan</u>	<u>Non-Metropolitan</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging, .....	\$145 per diem (may be increased based on location)	\$135 per diem
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids, Chicago O'Hare, or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH DECEMBER 31, 2016

Revised 01/22/2016

**4.01 ADDITIONAL SERVICES**

- A. If additional services are Requested and Authorized by the Owner which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached Schedule C.**
- B. Delay by the Owner in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.**
- C. Failure by the Owner to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.**

**5.01 Termination**

- A. The obligation to provide further services under this Agreement may be terminated:**
  - 1. For cause,**
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (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, sixty (60) days after the date of receipt of the notice.**
    - b. By DIXON upon seven (7) days written notice:**
      - 1) If Owner fails to pay invoices within sixty (60) days.**
      - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.**
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.**
      - 4) DIXON shall have no liability to Owner on account of such termination.**
  - 2. For Convenience,**
    - a. By Owner effective upon the receipt of notice by DIXON.**
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project 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.**

**6.01 Controlling Law**

- A. This Agreement is to be governed by the law of the state in which the Project is located.**



7.01 **Successors, Assigns, and Beneficiaries**

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 **General Considerations**

- A. **The Standard of Care** for all professional engineering and related services performed or furnished by DIXON 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. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Contractor's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the Owner's work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to Owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence are based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's Scope of Services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 **Severability**

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 **Headings**

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

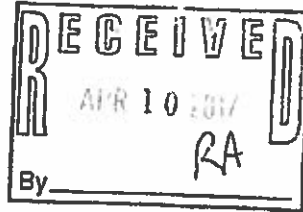


# DIXON

ENGINEERING AND  
INSPECTION SERVICES  
FOR THE COATING INDUSTRY

1104 Third Avenue  
Lake Odessa, MI 48849  
Telephone 1-616-374/3221  
Fax 1-616-374/7116

April 7, 2017



Mr. Rob Allard, Manager  
Village of Pentwater  
327 S Hancock St.  
Pentwater, MI 49449

**Subject: 150,000 Gallon Elevated Tank Repainting-- Recommendation for Award**

Dear Rob:

Dixon Engineering has reviewed the bids submitted for wet interior repainting and miscellaneous repairs to the Village's 150,000 gallon elevated tank, and recommends award to the low bidder, L.C. United Painting of Sterling Heights, MI for the bid amount of \$95,000. This is below our project estimate of \$105,000. Bidding was competitive with 7 bids received. L.C. United Painting is a prequalified contractor with Dixon for projects of this scope and has successfully completed many similar projects. Their recent projects include tanks in Petoskey, Cadillac, Harrison, and Ann Arbor.

A second bidder, Osseo Construction of Osseo Wisconsin also submitted a bid in the amount of \$95,000. This is an unusual occurrence to have two identical bid amounts and there is no standard method for selecting which contractor for award. We recommend L.C. United for the following reasons:

1. Schedule and coordination is critical for the project and in our experience, an in state contractor is less likely to have issues meeting the scheduled dates.
2. We have far more experience with LC United Painting and they have demonstrated on many projects the ability to successfully complete the job on time.

The final decision on award is solely the Village's. Osseo Construction is prequalified with Dixon for this scope of work and the Village can choose to do reference checks or any other type of investigation into each contractor's work history if desired.

Enclosed for your review and action are three copies of the Notice of Award. After Village approval, please sign and forward all three copies to the contractor for signature. Instruct the contractor to return one copy to the Village, forward a copy to our office, and retain a copy for his files. Also, please notify the contractor to forward to our office the required bonds and certificate(s) of insurance for inclusion in the contract documents.

Members: Steel Structures Painting Council  
American Water Works Association  
Consulting Engineers Council

**DIXON**

1104 Third Avenue  
Lake Odessa, MI 48849  
Telephone 1-616-374/3221  
Fax 1-616-374/7116

Also enclosed is our proposal to provide project administration and field inspection services for the project. Please remember that total project cost will also include under separate contract, rental of a portable pressure tank to allow for backwashing the water treatment plant filters while the elevated tank is out of service.

If you have any questions regarding our recommendation, please contact me at (616) 374-3221, ext. 303.

FOR DIXON ENGINEERING, INC.,

*Ira M. Gabin / IH*  
Ira M. Gabin, P.E.  
Vice President

**NOTICE of AWARD**

To: **L.C. United Painting Co., Inc.**  
**3525 Barbara Dr.**  
**Sterling Heights, MI 48310**

Contract: **Village of Pentwater, Michigan**  
**150,000 Gallon Sphere**  
**Wet Interior Repaint**  
**and Miscellaneous Repairs**

Project Scope (selected line items):

**Wet Interior Roof Hatch (\$3,000)**  
**Access Tube Roof Hatch (\$3,000)**  
**Condensate Platform Hatch (\$3,000)**  
**Top Platform Hatch (\$3,000)**  
**Ladder Extension (\$1,000)**  
**Overflow Flap Gate (\$1,500)**  
**Condensate Drain Line (\$1,500)**  
**Fall Prevention Devices (\$5,500)**  
**Roof Vent (\$5,500)**  
**Cathodic Clips and Coupling (\$2,000)**  
**Wet Interior Repaint (\$44,000)**  
**Seam Sealer (\$2,000)**  
**Exterior Cleaning (\$3,000)**  
**Mechanical Mixer (\$17,000)**

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids and Information for Bidders dated April 6, 2017.

You are hereby notified that your Bid has been accepted for the line items listed in the Project Scope in the amount of \$95,000.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificate(s) of Insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the Owner.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**VILLAGE OF PENTWATER, MICHIGAN**

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

**ACCEPTANCE of NOTICE**

Receipt of the above NOTICE of AWARD is hereby acknowledged by L.C. United Painting Co., Inc., this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**L.C. UNITED PAINTING CO., INC.**

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

Pentwater, Michigan - 150,000 Gallon Sphere  
 2017 Water Tower Painting Project -April 6, 2017 - 2:00 P.M.

LC United	Seven Brothers	L & T Painting	MC Sandblasting
Sterling Hgts, MI	Shelby Twp., MI	Shelby Twp., MI	Cedar Springs, MI
Section 05 00 00			
Wet Interior Roof Hatch (1)	3900	3000	3700
Access Tube Roof Hatch (2)	3900	3000	3700
Condensate Platform Hatch (3)	3900	2500	3800
Top Platform Hatch (4)	3900	2500	3800
Ladder Extension (5)	1100	1500	1200
Overflow Flap Gate (6)	1700	1500	1600
Condensate Drain Line (7)	2600	1500	2500
Fall Prevention Devices (8)	13,500	5500	4600
Roof Vent (9)	6200	5500	5600
Cathodic Clips and Couplings (10)	2000	2000	1500
Total Section 05 (1-10)	42,700	28,500	32,000
Section 09 97 13			
Wet Interior Repaint (1)	66,000	68,000	63,000
Seam Sealer (2)	2800	2500	1500
Exterior Cleaning (3)	3000	2500	5000
Total Section 09 (1-3)	71,800	73,000	69,500
Section 13 32 12			
Mechanical Mixer	18,500	15,000	15,600
Project Total	153,000	116,500	117,100
Bid Bond	✓	✓	✓

Pentwater, Michigan - 150,000 Gallon Sphere  
 2017 Water Tower Painting Project - April 6, 2017 - 2:00 P.M.

PT & T	Industrial Painting	Top Industrial	OSSEO CONSULT
Henderson, KY	Taylor, MI	Farmington Hills, MI	OSSEO WJ WT
Section 05 00 00			
Wet Interior Roof Hatch (1)	2900		1000
Access Tube Roof Hatch (2)	2900		1000
Condensate Platform Hatch (3)	3200		1000
Top Platform Hatch (4)	3200		1000
Ladder Extension (5)	1600		800
Overflow Flap Gate (6)	2200		1500
Condensate Drain Line (7)	1900		1500
Fail Prevention Devices (8)	4400		4500
Roof Vent (9)	4500		4000
Cathodic Clips and Couplings (10)	1200		2000
Total Section 05 (1-10)	27,900		18,300
Section 09 97 13			
Wet Interior Repaint (1)	73,200		58,000
Seam Sealer (2)	1500		1500
Exterior Cleaning (3)	4000		4200
Total Section 09 (1-3)	78,700		63,700
Section 13 32 12			
Mechanical Mixer	17,500		13,000
Project Total	124,100		95,000
Bid Bond	✓	✓	✓



INTEGRATED SOLUTIONS

April 17, 2017

Mr. Jeff Hodges, Village President  
Village of Pentwater  
P.O. Box 622  
Pentwater, MI 49449

**Subject: Certified Plant Operator Proposal**

Dear Jeff,

We thank you for the opportunity to provide this proposal for a certified operator to perform operation, process control testing, and reporting for the Village of Pentwater wastewater treatment plant. After meeting with you and Rob Allard, and touring the plant, we are confident Infrastructure Alternatives (IAI) is the company that can provide the appropriate plant operation and maintenance supervision to blend with your current DPW staff currently performing treatment plant operations work to collectively make the most operationally efficient and cost effective solutions for your treatment plant. What we would commit to the Village of Pentwater for taking on this assignment is summarized in this proposal and we would greatly appreciate the opportunity to discuss it further with you and your Council as you see fit.

Our current plan is to assign this facility to John Barthels, who will be the project transition manager and licensed operator if we were to assume the licensed operator responsibility of the Pentwater wastewater treatment plant. John has a Class A wastewater license with the State of Michigan. Assisting John would be our Operator in Charge of performing the plant operations, coordination of sample taking with DPW staff and assembling the laboratory testing results obtained from Trace Laboratories for state reporting. John as well as our yet to be designated Operator in Charge will be responsible for process control, reporting, and assisting with general duties at the WWTP and coordinating DPW staff duties for membrane clean maintenance.

We bring a team of operations, maintenance, and utility management professionals to ensure the success of this project. It is our intent to deliver you exceptional project support in the full-range of your utilities system needs. In addition to our extensive contract operations/plant management experience, IAI partners with our clients to provide:

7888 Childsdale Ave.  
Rockford, MI 49341  
P. 616.866.1600  
F. 616.866.1611  
[www.infralt.com](http://www.infralt.com)



- Troubleshooting and technical services for collection systems and water distribution systems
- Utility ordinance preparation and updating
- Sewer system evaluation studies, infiltration and inflow locating, and sewer rehabilitation assistance
- Capital improvement planning and implementation, rate studies, SAW Grant data collection assistance

The Village of Pentwater will also receive the full benefit of our corporate support staff for the duration of our contract to complement any of your current consultants.

We have prepared a short responsibilities list to help identify and describe some of the duties that our IAI Project Manager and Certified Operator would assume for this project. The list is not meant to be all inclusive but rather illustrate the types of tasks we are prepared to perform. Our operations team takes full ownership of projects which involve many detailed items that would be far too time consuming to mention. However, we wanted to make sure that there was a mutual understanding of job scope expectations.

#### **Pentwater Wastewater Treatment Plant Certified Operator Responsibilities**

- Provide a 20 hours per week on site - Class B Certified Operator for Village WWTP
- Coordinate all MDEQ site visits and inspection, including any follow-up correspondences and reporting.
- Establish an effective filing system for all records and reports for the WWTP
- Establish a computerized monthly operations report for the WWTP
- Assist in capital improvement planning
- Optimize treatment performance and chemical feed rates
- Coordinate with the DPW staff to insure proper equipment maintenance/membrane cleaning takes place to maintain effluent within discharge permit limits

#### **Laboratory Sampling and Analysis**

- Coordinate with DPW staff for collecting permit required samples and preparing samples for pick-up by contract laboratory for proper analysis as required by the NPDES discharge permit.

- Perform field and laboratory process control testing for plant operations such as pH, Dissolved Oxygen, filterability testing.
- Update standardized laboratory bench sheets and establish Standard Operating Procedures.
- Prepare and implement a Quality Control/Quality Accuracy (QA/QC) program for on-site testing
- Collect and record all flows as needed for operational control and reporting.
- Compile and submit all MDEQ required reports and prepare report to the Village on plant performance monthly.

#### **WWTP Operations and Maintenance**

- Prepare standardized round sheets to record all mechanical equipment to develop a baseline and quickly identify problems going forward
- Prepare and perform daily inspections of the entire WWTP (3 times per week), DPW doing other day checks
- Communicate and coordinate plant preventative and corrective maintenance with DPW staff
- Prepare Computerized Preventive Maintenance program for plant equipment
- Coordinate equipment shut-down, cleaning, and repairs with DPW maintenance staff
- Sample groundwater Monitoring Wells if necessary

#### **DPW Personnel Expectations**

- Perform plant maintenance activities and communicate tasks completion to our operator for integration in to the computerized maintenance software
- Provide plant emergency response and weekend visits as necessary
- Continue with all current responsibilities at the plant and inform certified operator on facility needs as they are identified

#### **Out of Scope/Emergency Services**

It would be our intent to perform all of our certified operations duties listed above with our half-time plant manager. Any additional work that would need to be performed would be pre-approved by the Village President.

Any additional out of scope work during normal business would be billed at a rate of \$55/hour. Any additional out of scope work outside of normal business hours (7 p.m. – 7 a.m., weekends,

and holidays) would be billed at \$75/hour plus a trip charge of \$50. This may include such items as WWTP plant alarms, equipment failure, etc.

**COST OF SERVICES**

Estimated Task	Monthly Cost	Annual Cost
Wastewater Treatment Plant Class B Certified Operator - Part Time (20 Hours/Week)	\$5,000	\$60,000

Our cost includes support equipment and programs such as an Infrastructure Alternatives work truck for our operator in charge, benefits, vacation coverage, Personal Protective Equipment, laptop computer, and cellular phone. This cost includes a 20-hour work week plant and lab operations and limited additional technical operations, engineering, and mechanical support. The local MDEQ Water Resource Division engineer was contacted regarding the requirements for licensed operator staffing at this facility. Pentwater is currently expected to have a licensed operator on site a minimum of 20 hours per week which is what this proposal is based upon. In the first few months of the contract we will assist the Village in requesting a reduction in on site operator requirements, but it was made very clear to us that less than this level of effort at your plant would not be accepted without authorization by their office (please see the attached e-mail). Should the required on-site certified operator time be successfully reduced for your facility, our price would be reduced proportionately.

If they are not willing to accept a reduction in time at the plant, another means of potential cost reduction at your facility might be to perform laboratory on site. At other facilities we operate, four pieces of equipment, one of which you already have allow testing in the laboratory at the plant. It may be possible to cut your annual testing costs for analytical testing in half, a portion of which would be used for additional labor to do the testing, but a significant cost savings would still result. If we are hired by the Village we would investigate this further, but we are confident this could result in a significant reduction in your annual O&M costs.

We can also provide engineering services such as Reliability Studies, Rate Studies, Capital Assessment Studies, etc. that can be accomplished by our in-house staff. Our current engineering service rate will vary based on the field and engineering work required. Capital



INTEGRATED SOLUTIONS

improvement projects can also be completed by our in-house mechanical specialists. Cost would vary based upon the type of project and necessary equipment for mobilization and use.

It is our goal with all of our clients to achieve a relationship based on trust. We pride ourselves on our work ethic, communication, efficiency, and quality. We will work diligently to provide the level of utility operations and maintenance that could bring the level of your utilities to match the overall quality of the community. As a minimum, it is our policy to receive approval by your designated representative prior to proceeding with any corrective or preventative maintenance.

Please do not hesitate in contacting me anytime with any questions or concerns. Please let us know when it would be convenient to meet and discuss this proposal further. Thank you again for the opportunity to submit this operations proposal.

Attached is a copy of our standard professional service agreement applicable to this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Kent S. Trierweiler".

Kent S. Trierweiler, P.E. | Vice President  
Infrastructure Alternatives, Inc.

Enclosures

cc. Russ Johnson, IAI Area Manager

7888 Childsdale Ave.  
Rockford, MI 49341  
P. 616.866.1600  
F. 616.866.1611  
[www.infralt.com](http://www.infralt.com)

**From:** "Berdinski, Thomas (DEQ)" <[BERDINSKIT@michigan.gov](mailto:BERDINSKIT@michigan.gov)>  
**Subject:** RE: Pentwater  
**Date:** April 12, 2017 at 9:41:26 AM EDT  
**To:** Russ Johnson <[rjohnson@infralt.com](mailto:rjohnson@infralt.com)>  
**Cc:** Kent Trierweiler <[kentt@infralt.com](mailto:kentt@infralt.com)>, John Barthels <[jbarthels@infralt.com](mailto:jbarthels@infralt.com)>

Hi Russ,

I spoke with Gary Nestle about this situation this morning and he plans to call you about it. Historically (2013?) Pentwater proposed to contract with the Ludington WWTP for 20 hours per week of operations by a "B" operator, with 24/7 on-call support and with the majority of the lab work farmed out to Ludington's lab. DEQ concurred with this agreement. My recollection is this contract only briefly was in effect as they hired a "B" operator to be their Village Manager shortly thereafter. Any new operating proposal would have to come from the Village to the DEQ so we could ensure it meets licensing and O&M requirements including the approved facility monitoring program. Gary and I discussed other combinations of staffing, but the bottom line is the Village must be the one to propose changes to us.

I hope this is helpful.

Tom

Thomas P. Berdinski  
Senior Environmental Quality Analyst  
DEQ-Water Resources Division  
Grand Rapids District Office  
616-356-0212  
[berdinskit@michigan.gov](mailto:berdinskit@michigan.gov)

**From:** Russ Johnson [<mailto:rjohnson@infralt.com>]  
**Sent:** Tuesday, April 11, 2017 2:09 PM  
**To:** Berdinski, Thomas (DEQ) <[BERDINSKIT@michigan.gov](mailto:BERDINSKIT@michigan.gov)>  
**Cc:** Kent Trierweiler <[kentt@infralt.com](mailto:kentt@infralt.com)>; John Barthels <[jbarthels@infralt.com](mailto:jbarthels@infralt.com)>  
**Subject:** Pentwater

Mr. Berdinski,

We at IAI have been approached about contract operations for the Pentwater WWTP. We understand that the facility is a "B" facility. We are aware of the number of hours applied regarding the former operator.

The question that we have is this: What number of hours would you be comfortable with regarding operations oversight by our "B" operator? We would like to bid on this opportunity but, as always, we would like your input. We would expect to apply anywhere from 8 hours per week to 24 hours per week.

We are aware that the facility has operated very well since inception with this sort of operations concept. This is due to a DPW staff in Pentwater that is very in-tune to the day to day operations of this facility, and this would continue under our guidance, should we win the project under guidelines that you will set forth.

Thank You Tom. We look forward to your guidance.

Russ Johnson | Area Manager  
INFRASTRUCTURE ALTERNATIVES  
7888 Childsdale Ave. | Rockford, MI 49341  
Cell 616.893.6323 | 616.868.1600 x 24 | Fax 616.866.1611

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, is by and between \_\_\_\_\_ hereinafter referred to as the Client, and Infrastructure Alternatives, Incorporated, hereinafter referred to as IAI, of 7888 Childsdale Ave. Rockford, MI 49341

**WITNESSETH:**

**EFFECTIVE DATE:** This Agreement shall be effective as of \_\_\_\_\_ (the "Effective Date") and shall remain in effect until \_\_\_\_\_ (the "Termination Date").

This agreement shall automatically renew  annually  for another \_\_ year term, unless either party provides notice to the other of its intent to terminate this agreement as stipulated under item (4) TERMINATION contained in the "TERMS and CONDITIONS" section of this agreement.

**SCOPE OF SERVICES.** The Client hereby contracts with IAI, to perform the professional services hereinafter collectively referred to as the **Scope of Services**, as described in Exhibit 'A' dated \_\_\_\_\_ hereby attached and incorporated as well as items outlined in the additional provisions.

**COMPENSATION.** IAI shall provide these services to the Client and be paid on the following schedule: See attached Exhibit 'A', dated \_\_\_\_\_. To be reviewed annually on or before the effective date and may be adjusted by a mutually acceptable cost of living index to account for inflation.

**CLIENT'S REPRESENTATIVE.** The Client has designated \_\_\_\_\_ as its official Representative. As such, the Representative shall be responsible for the execution of any document pertaining to this Agreement or any amendment thereto, and for the approval of all change orders, addenda and additional services performed by IAI.

**TERMS AND CONDITIONS.** IAI's, Terms and Conditions of contract, as printed on the reverse side hereof, shall apply to all work performed by IAI pursuant to this Agreement unless otherwise specifically agreed in writing.

**ADDITIONAL PROVISIONS ENTIRE AGREEMENT.** The Client and IAI mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by the Additional Provisions indicated below and attached hereto, and that such Additional Provisions, together with those Terms and Conditions printed on the reverse side hereto are intended by the Client and IAI as a final expression and complete and exclusive statement of their agreement;

See attachment – Exhibit(s)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

Client: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INFRASTRUCTURE ALTERNATIVES INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by: \_\_\_\_\_

Name/Title: Kent Trierweiler/Vice President

## TERMS AND CONDITIONS

The following terms and conditions shall be a part of Infrastructure Alternatives, Inc., hereinafter referred to as IAI, contractual undertaking to perform professional services, and IAI's undertaking to perform such services and to enter into this Agreement is expressly conditioned on Client's assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of Client, which are hereby expressly objected to and rejected by IAI. Where a Client issues a purchase order to authorize IAI's undertaking to perform professional services, that undertaking will be governed by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

1. **PERFORMANCE.** IAI shall exercise due care in performing professional services, but IAI makes no warranty, express or implied, with respect to any services performed hereunder. IAI shall not be liable for any claim, damage, cost or expense (including attorney's fees) or other liability or loss not directly and solely caused by the negligent acts, errors or omissions of IAI. In no event shall IAI be liable for any incidental or consequential loss or damage to Client in connection with performance of services hereunder.
2. **ADDITIONAL SERVICES.** Additional Services other than those rendered pursuant to any additional provisions attached hereto, or any subsequent modifications hereto, shall only be authorized by written amendment to this Agreement signed on behalf of Client and IAI. All additional services shall nevertheless be performed by IAI subject to these Terms and Conditions.
3. **SUBCONTRACTORS.** IAI may engage subcontractors on behalf of Client to perform a portion of the services to be provided by IAI.
4. **TERMINATION.** Either party upon 7 days prior written notice may terminate this Agreement. In the event of termination, IAI shall be paid up to the effective date of termination for all services rendered by it, and all drawings or other documents prepared by IAI shall remain the property of IAI and not be delivered to Client until all moneys owed to IAI by Client (whether or not such moneys have then become due and payable) have been paid. IAI assumes no liability for the use of drawings and other documents delivered to the Client under this clause, unless otherwise specifically agreed to in writing.
5. **PAYMENT.** IAI shall bill for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable upon receipt or within 30 days of the presentation of the invoice. Invoices over 15 days past due will be charged monthly interest at the rate of 18% per annum on the unpaid balance or the highest lawful rate, whichever is less. Client hereby waives any defense of usury with regard to said rate of interest. IAI may, after 7 days written notice to Client, suspend performance of services until all past due amounts are paid. Client expressly agrees that Client shall pay any costs, including attorney's fees, incurred by IAI in the collection of overdue invoices.
6. **ARBITRATION.** Any dispute arising pursuant to any contract to which these terms and conditions apply may be submitted (with the approval of both parties) to arbitration in the City of Grand Rapids, Michigan in accordance with the rules of the American Arbitration Association, the award of the arbitrator to be final and binding on the parties. Judgment upon any award rendered may be entered in any court having jurisdiction.
7. **INSURANCE.** Upon request, IAI will furnish Client a written description of insurance coverage then being maintained by IAI which may be related to IAI's performance of services hereunder. No oral representation regarding insurance shall be binding upon IAI.
8. **COST ESTIMATES.** Since IAI has no control over the cost of labor and materials or over competitive bidding and market conditions, any estimates of equipment, construction, or operating costs will be made on the basis of IAI's experience, but IAI does not warrant the accuracy of such estimates as compared to contractor's bids or actual costs incurred.
9. **INDEMNITY.** Client agrees to indemnify, protect and hold harmless IAI from and against all liability, claims, demands, losses, damages, expenses and costs (including attorney's fees), related in any way to IAI's performance of services under this Agreement; provided, however, that Client shall not be obligated to indemnify IAI for injury or damage caused directly and solely by the negligent acts, errors or omissions of IAI, or by IAI's breach of agreement. This provision shall survive the termination of said agreement.
10. **SITE ACCESS AND SECURITY.** Unless specifically expressed otherwise as services to be undertaken by IAI, Client is solely responsible for all aspects of site security and for obtaining any necessary permission from any affected third party property owners of use of their lands. Client shall obtain signed Authorization(s) for Entry and Use of Land as necessary for IAI to perform its services. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands, or waters caused by the performance of any of IAI's services, except for such damage as caused by the sole negligence of IAI.
11. **UNDERGROUND STRUCTURE OR UTILITIES.** In the performance of its services, IAI will take all reasonable care and precautions to avoid damage to underground structures or utilities. Client agrees to indemnify, protect, and hold harmless IAI from and against all liability, claims, demands, losses, expenses and costs (including attorney's fees) for damage to or consequential loss from damage to any underground structures or utilities which are not called to IAI's attention or which are not currently shown on plans furnished to IAI, except for such damage as caused by the sole negligence of IAI.
12. **WAIVER.** No waiver, discharge, or renunciation of any claim or right of IAI arising out of breach of this Agreement by Client shall be effective unless in writing signed by IAI and supported by separate consideration.
13. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Kent County, Michigan, and shall be governed by and construed in accordance with the laws of the State of Michigan.
14. **SHOP DRAWINGS.** If shop drawing review is provided under this Agreement, IAI will check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and all other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the construction Contract Documents.
15. **CONSTRUCTION PHASE SERVICES.** Unless specifically authorized to provide construction inspection or construction management services, IAI assumes no liability with regard to the compliance of construction to Contract Documents prepared by IAI.
16. **FEDERAL/LOCAL RIGHT-TO-KNOW COMPLIANCE.** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, Client shall provide IAI with a list of hazardous substances in the work place to which IAI employees or subcontractors may be exposed while executing this Agreement. In addition, the Client shall provide a listing of protective measure in case exposure occurs.

Client Representative Initials: \_\_\_\_\_ Date: \_\_\_\_\_



# **VILLAGE OF PENTWATER**

ON PENTWATER LAKE AND LAKE MICHIGAN

327 South Hancock Street P.O. Box 622 Pentwater, Michigan 49449  
(231) 869-8301 FAX (231) 869-5120

## **EMPLOYMENT AGREEMENT**

The parties to this Agreement are THE VILLAGE OF PENTWATER, of 327 South Hancock Street, P.O. Box 622, Pentwater, Michigan 49449 ("Village"), and ROBERT ALLARD JR., of 6078 Barnhart Rd., Ludington, Michigan 49431, ("Employee").

This Agreement will confirm the terms and conditions on which Robert Allard (Employee) will serve as an employee and interim village manager and wastewater operator for the Village of Pentwater. In consideration of the premises and of the benefits to be derived from the mutual observance of the covenants in this Agreement, the parties hereto agree as follows:

1. **SERVICES.** It is understood that the Village is seeking to contract the operations of the Village wastewater treatment system to a qualified Engineering Services Company. It is also understood that the Village is seeking to hire a new employee as village manager. It is agreed that Employee will provide as an employee of the village, both the interim village manager position and wastewater operator for the Class B operations of the Village's wastewater treatment system under the authority of the Village Council. This will include MDEQ correspondence during the month of May, which will include filing the April, 2017 monthly operating report (MOR) with the State of Michigan and filed hard copies for the Village. The May 2017 MOR will be filed by any newly hired contract company.

2. **COMPENSATION.** The Village will pay the employee compensation at his current rate of \$6,967 per month, less payroll taxes.

3. **TERM.** The Term of this Agreement shall be for the period commencing May 1, 2017 through May 31, 2017, as provided in this paragraph. Either party may terminate this Agreement at any time with or without cause. This Agreement may be extended under the same terms contained herein by the mutual agreement of the parties on a month-to-month basis.

4. **RECORDS.** Any records or other documents, including copies, summaries or electronic media of any type, prepared or acquired by Employee in performing services for the Village shall belong to the Village and shall be surrendered upon termination of employment.

### **5. BENEFITS.**

- a. All Vacation Sick and Personal Days accrued to date shall be paid out at Employee's current rate of pay of \$40.19/hour on the scheduled pay period



of May 12, 2017. To date, the Village Clerk has Employee's recorded accrual at 140 hours vacation, 0 hours Personal, and 160 hours sick (sick pays at half rate).

- b. No sick and or vacation days will accrue or be owed to Employee during May 2017 for work conducted during said month.
- c. Any life Insurance Benefits currently offered by the Village will stay in force until June 30, 2017.
- d. All health insurance currently offered will remain paid by the Village and remain in effect no less than June 30, 2017. Employee will continue to make his portion of the contribution.

6. CAR ALLOWANCE. Employee shall be entitled to a car allowance under the same terms and conditions as the previous village manager contract. Such terms regarding the car allowance are incorporated by reference.

7. SEVERANCE. No severance pay will be made in the event of termination by either party.

8. INDEMNITY PROVISIONS. The Village shall defend, save harmless and indemnify Employee against any tort, professional liability, claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the employees duties within the scope of the employees authority. Provided however, the Village shall not be responsible hereunder for any illegal, criminal or fraudulent acts of the Employee. The Village may, in its sole discretion, compromise, settle any such claim or suit, and pay the amount of any settlement or judgment rendered. The Village shall bear the full cost of any bonds required of the Employee under any law, charter provision or ordinance.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Michigan. The parties exclusively and irrevocably submit to the jurisdiction and venue of the 27<sup>th</sup> Circuit Court and the 78<sup>th</sup> District Court of Oceana County regarding any dispute involving the parties and this Agreement. The parties hereto furthermore waive any right to a trial by jury in any such case brought by either party.

This document contains our entire Agreement and supersedes any prior oral or written understandings and agreements. The agreement can be modified only by a writing signed by both Parties.

VILLAGE OF PENTWATER

Dated: April \_\_\_\_, 2017

By: \_\_\_\_\_  
Jeff Hodges, President

Dated: April \_\_\_\_, 2017

\_\_\_\_\_  
Robert Allard Jr, Employee