

OSHTEMO CHARTER TOWNSHIP BOARD
7275 West Main Street, Kalamazoo, MI 49009 [269.375.4260]

October 9, 2018
SPECIAL MEETING
5:30 p.m.
AGENDA

- A. Call to Order
- B. Public Comment
- C. Discussion on 2019 Budget (Continued)

BOARD WORK SESSION
6:00 p.m.
AGENDA

- A. Call to Order
- B. Public Comment
- C. Discussion on 2019 Budget (Continued)
- D. Update from Kalamazoo County
- E. Discussion of Handbook Amendments – Education, Professional Development (Continued)
- F. Other Updates & Business

REGULAR MEETING
7:15 p.m.
AGENDA

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Comment on Non-Agenda Items
- 4. Consent Agenda
 - a. Approve Minutes – September 11 (Regular) and September 25, (Budget Workshop) 2018 Meetings
 - b. Receipts & Disbursements Report
 - c. Renewal of Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA)
 - d. Southwest Michigan Building Authority 2019 Budget
 - e. USDA Sanitary Sewer Engineering Services Agreement (Revised)
- 5. Consideration of Corridor Improvement Authority Consultant
- 6. Consideration of Holiday Inn Hotel, 1247 W. Main, Liquor License, Public Hearing
- 7. Consideration of Carriage Barn Construction Contract Award
- 8. Consideration of Southwest Michigan Bikeway Commuter Route Signage
- 9. Consideration of Resolution of Intent for Capital Improvement Bond
- 10. Consideration of 2019 Budget - Set Public Hearing for November 14th, 2018
- 11. Consideration of Township Auditor Five Years Starting 2019
- 12. Other Township Business
- 13. Public Comment
- 14. Board Member Comments
- 15. Request to Enter Into Closed Session to Discuss Pending Litigation
- 16. Adjournment

Policy for Public Comment
Township Board Regular Meetings, Planning Commission & ZBA Meetings

All public comment shall be received during one of the following portions of the Agenda of an open meeting:

- a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official to respond at a later date.
- b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be board discussion prior to call for a motion.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name; it is not required unless the speaker wishes to have their comment recorded in the minutes.

All public comment offered during public hearings shall be directed, and relevant, to the item of business on which the public hearing is being conducted. Comment during the Public Comment or Citizen Comment on Non-Agenda Items may be directed to any issue.

All public comment shall be limited to four (4) minutes in duration unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which is in contravention of any of the principles and procedures set forth herein.

(adopted 5/9/2000)
(revised 5/14/2013)

Policy for Public Comment
6:00 p.m. "Public Comment"/Portion of Township Board Meetings

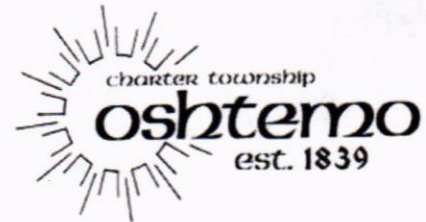
At the commencement of the meeting, the Supervisor shall poll the members of the public who are present to determine how many persons wish to make comments. The Supervisor shall allocate maximum comment time among persons so identified based upon the total number of persons indicating their wish to make public comments, but no longer than ten (10) minutes per person. Special permission to extend the maximum comment time may be granted in advance by the Supervisor based upon the topic of discussion.

While this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official to respond at a later date.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name; it is not required unless the speaker wishes to have their comment recorded in the minutes.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor shall terminate any public comment which is in contravention of any of the principles and procedures set forth herein.

(adopted 2/27/2001)
(revised 5/14/2013)



Memorandum

Date: 5th October 2018
To: Township Board
From: Libby HC, Supervisor
Subject: 2019 Budget Discussion Items

The proposed 2019 Budget is balanced. It is important for the Board to review the budget in light of the previous budget workshop discussions. The Board will discuss the changes on October 9th.

The 2019 draft budget was reviewed with a very sharp pencil. The following outlines the major changes since the prior board reviewed draft, changes that were based on the prior meeting discussions. In particular, please note the following:

GENERAL FUND

Revenues

- The general levy will remain .973 for 2019. Township staff are working on options for 2020.
- Bond proposed for construction of non-motorized facilities. See Public Works, below.
- *Board decision for 2019 Budget:*
 - *Revenue from Capital Improvement Bond for non-motorized projects*

Public Works

- Non-motorized projects, identified as a Board safety priority, remain in the budget but are reduced in scope from previous draft (Green Meadow and Croydon walks are postponed). The Drake shared path, for all phases, and smaller segments of sidewalks aligned with sewer construction remain. Drake Road projects are tied to MDOT grants. In order to fund this sidewalk work, staff explored using either: A) an SAD, B) an installment purchase agreement, C) increased Road Commission participation in non-motorized projects, or D) a capital improvement bond. Until response from road commission is provided, consensus is to pursue the bond, and the bond revenue is included in the draft budget. Note: the removed non-motorized projects are not on primary roads and are re-scheduled in the CIP for 2020 construction. This assumes the Board work going forward resolves the situation for long term capital funding.
- *Board decision for 2019 Budget:*
 - *Street Light LED replacement project of \$633,000 postponed to 2020.*

PARKS

- Parks intern position deleted in 2019 due to reduced scope of parks projects.
- Reductions to postpone 2019 CIP projects to subsequent years. In general park projects remain in the CIP but are spread out over significantly more years.
- Corrections to parks budget were made based on revised 2018 projected year end fund balance. Transfer from General Fund to Parks is now **\$175,000.**
- *Board decision for 2019 Parks Budget include:*
 - *2019 Capital Projects Reductions and \$175K Transfer from General Fund*

FIRE FUND(S)

- Board discussed increasing fire SAD rate by either .5 or 1.0 to fund an increase in full time staffing (24-hour). Board also discussed whether to provide an SAD increase or set a goal for a voted millage to replace Station 1. A memo is provided for Board consideration of various options.
- Board decisions for 2020-2024 Capital Improvement Plan for Fire Station One Replacement Objectives: (budget, scope, location, etc)
- *Board decisions for 2019 Fire Budget includes:*
 - *2019 Special Assessment Rate for Fire Protection Services:* _____
 - *2019 Level of Staffing for Fire Protection Services (Additional):* _____

POLICE FUND

- Proposed police protection budget remains the same, however the Board needs to determine contracted staffing level. And if a decrease in staffing level, whether to decrease the proposed SAD. Without further contract discussion as requested, the Sheriff and Kalamazoo County rejected all contract revisions agreed upon two years ago but not placed in writing. These include Township role in selection of Lieutenant, annual true-up of expenses, etc. The Township representatives on the Police Committee view this as a significant step backward in the police contracting relationship.
- Board Policy regarding police protection contract and directive(s) to Police Committee
- *Board decisions for 2019 Budget and Police Committee work include:*
 - *2019 police contract staffing level*

Information Provided (Herein or by Tuesday meeting):

2019 Budget (Proposed) (Item# 10)
Fire Department Memo
Fire Background Information (2)
Parks Level of Service Memo
CIP Fund Tables (Revised)

C.

FIRE DEPARTMENT
 2019 FIRE REVENUES TOWNSHIP BOARD DISCUSSION (Draft)
 5-Oct-18

OPERATIONS REVENUE DISCUSSION*

24-Hour Full Time Positions	Cost
3	\$217,209
6	\$475,565

	OPTION 1	OPTION 2	OPTION 3	OPTION 4
SAD Change	0	0.5	0.75	1
Effective Ops SAD Rate	2.00	2.50	2.75	3.00
	\$1,548,987	\$1,936,234	\$2,129,857	\$2,323,481
PILOT	\$ 16,697	\$ 16,697	\$ 16,697	\$ 16,697
Total Revenue	\$1,565,684	\$1,952,931	\$2,146,554	\$2,340,178
2019 Budget	\$1,888,704	\$1,888,704	\$1,888,704	\$1,888,704
Remaining Revenue	\$ (323,020)	\$ 64,227	\$ 257,850	\$ 451,474

Bottom Line:

- Option 1: Insufficient revenue to sustain current level of full time and part time staffing.
 (Due to recent changes including: 2016 increase in full time staffing from five to ten; 2018 salary adjustments according to market comparisons; 2018 part time staffing (Paid on Call) pay scale changes (~\$77K additional in 2019).
- Option 2: Additional revenue maintains current level of full time and part time staffing.
- Option 3: Additional revenue maintains current and adds 3 additional full time positions or ~\$4M new station.
- Option 4: Additional revenue maintains current and adds 6 full time positions; or, adds 3 full time positions and ~\$4M new station.

TOTAL 2019 FIRE SAD (Ops & Equipment)	2.5	3.0	3.25	3.5

* The SAD rate or Township fire services is 2.5 township-wide. Historically this revenue is split 80-20 (2.0 and .5 SAD mils) between fire operations and equipment. The chart above maintains the .5 SAD mils for equipment. The options for change are only for the operations budget. The above starts with the 80%, 2.0 SAD mils baseline. The equipment revenue rate is recommended to remain unchanged.

FACILITIES - NEW STATION DISCUSSION

Station One Replacement Cost	Annual Payment		Public Levy		EXAMPLE For Home Value Of \$200,000 Annual Taxpayer Cost
\$ 4,000,000	\$290,868	20 Year Term @ 4%	\$ 290,435	0.375	\$ 37.50
\$ 6,000,000	\$436,308	21 Year Term @ 4%	\$ 387,249	0.5	\$ 50.00
\$ 8,000,000	\$581,736	22 Year Term @ 4%	\$ 580,870	0.75	\$ 75.00

TOWNSHIP BOARD QUESTION/DISCUSSION POINTS

- + Is facility funding from the SAD or from a voted millage? September tb discussion leaned toward a voted millage.
- + Example: TB increases SAD 1.0 mil; this could fund 3 additional FTE and ~\$4M building. (\$234,265 annual mortgage payment). Note: from Mlive, Portage Station 2 is proposed \$7M budget. What is level of construction (pole vs custom)?
- + If Fire SAD amount is changed, is it a one-time change, or over multiple years? I.E. what is the Township willing to set as goal for staffing? FD recommendation is 12 additional full time members for total of 22 (2 full time + 2 part time on duty currently; recommendation is 6 full time on duty). Portage (50% more population) staffing is 3 per station (9 full time on duty).
- + Will Oshtemo fire services see positive effects next year from two big changes: consolidated dispatch (more effective dispatch including mutual aid) and increased POC wages (better POC retention and station staffing interest)?

MEMORANDUM

TO: Ed Hellwege
FROM: James W. Porter
DATE: August 18, 2017
SUBJECT: Pros and Cons for Fire Department Funding Options

EMERGENCY RESPONSE SERVICE FEE

Pros:

Cons:

◆ May be applied only to motor vehicle accidents caused by non-residents.	● Results in additional costs to the Township/ personnel.
◆ Allows costs incurred by Township F.D., paid by Township residents, to be recouped.	● These fees are generally negatively received by the public.
◆ Costs are generally figured in and paid by auto insurance carriers.	● If not paid, will the Township incur costs to collect?
◆ Billing would be minimal (at most \$150 per year)	

NUISANCE ALARMS

Pros:

Cons:

◆ The primary objective is to reduce the waste. <ul style="list-style-type: none"> ■ The program has been highly effective, and the number of false fire alarms is down dramatically. 	<ul style="list-style-type: none"> ● Not a source of reliable income. ● Not a source of significant income.
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FIRE FLOW ASSESSMENT

PRO

CON

◆ Bases fire service on potential use/need	◆ Insufficient large commercial/industrial users to generate significant increase in funding
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Fire Flow Assessment – estimates of the amount of water expected to be used for fire protection based on building type and the presence or lack of a fire sprinkler system. Fees are proportional to the anticipated volume of water that will be used.

INCREASING SPECIAL ASSESSMENTS

Pros:

Cons:

◆ Allows for a regulated source of income. ◆ Allows the Township to increase revenue funding. ◆ May allow the Township Board to differentiate between general residents and commercial, multi-family and high-density residential similar to the police SADs. See attached Information Sheet.	● No one likes increased assessments.
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ALTERNATE FUNDING OPTIONS

A Brainstorming Session
for
Oshtemo Township Board



*Second only to safe drinking water,
Public Safety Services are the
MOST important function provided by local
government.*

BOARD MEETING OF APRIL 9, 2017
OSHTEMO FIRE AND RESCUE

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Background

Objective

To discuss available options for the funding of Oshtemo Township's Fire and Rescue Department (OFD).

Background

On July 7, 2016, Chief Barnes requested and received the transfer of \$122,000 from the OFD fund balance to the 2016 operational budget, from the OFD Fund Balance to hire four fulltime firefighters and one, civilian administrative assistant.

In review of the Fire Fund "Projected Revenue and Expenditures for 2017-2022, the OFD is extracting funds from their fund balance (\$106,411), leaving the available funds of (\$1,385,251) for 2018. With the projected Revenue / Expenditures forecast for 2018, an additional (\$746,875) will be drawn from the fund balance, leaving \$638,376 in the fund balance starting in 2019. In 2020, the revenue contained in the fund balance will be exhausted and alternative methods of revenue will need to be found.

Fees for Service

Comments of Dr. Harvey, MSU

In his work "Fire Districts", Dr. Lynn R. Harvey, Professor and Extension Specialist, Department of Agricultural Economics, Michigan State University states: (August 24, 2000)

...Increasingly, local units are utilizing service fees to recapture fire production/provision costs. A 1990 statute, P.A. 102, amended P.A. 33, 1933 and authorized local units to collect fees for emergency services (fire, police and ambulance) providing that the local governing board adopted an ordinance providing for such collection. Service fees may be assessed for fire runs and ambulance calls even if the service is funded via special millage. Townships have found that the adoption of the service fee ordinance for fire calls is a means to enhance local revenue for fire services as well as a tool to reduce the pressure on the local property tax. While local units may find that collecting 100 percent of billed fees is difficult, **collection rates in the 55-65 percent range** are a norm for service fees.

Some local officials express reservations about the adoption of the service fee ordinance arguing that taxpayers are being taxed double (property tax and service fee), however, most homeowner's insurance policies contain a rider covering partial or full costs incurred for fire calls. Therefore it can be argued that homeowners are already paying for the insurance coverage and third party billing is appropriate. Third party payments (insurance carriers) will probably becoming increasingly relied upon in the future to support local emergency service provision...

<http://web.archive.org/web/20000824090334/http://www.aec.msu.edu:80/agecon/government/firedist.htm>

User Fees for Existing Service – Internal

The following statistical evaluations use Oshtemo data from calendar year 2016. The fees cited in this brainstorming document are provided as a point to start the discussion and to provide a vision of what incomes might total. They are not intended to be recommendations. The subjective 60% collection rate columns are reflective of Dr. Harvey's comments.

Fire Response

Currently there are no fees associated with fire responses with the exception of repeated false fire alarms. This list contains options that could be included. In addition, the current frequency and amounts charged for false fire alarms could be altered.

• Fires
• Over Pressure Rupture
• Rescues (Includes Motor Vehicle Crashes)
• Hazardous Conditions
• Service Calls
• Good Intent Calls
• Special Incidents

Motor Vehicle Crashes (MVC)

This statistic shows the number of MVC events. There are often more than one vehicle involved in a single MVC. In addition, our current system does not track the ownership of a vehicle, note who was driving or assess fault.

Open Burning Permits

Per Ordinance 256.054, "...prior to commencement of open burning, the applicant shall obtain a burning permit from the Township Fire Department." For people who have internet access, this is easily accomplished via our website <http://www.oshtemo.org/fire-department/burn-permits/>. The result is a three day permit authorizing the requesting citizen, at the specified address, to burn within the parameters of the ordinance. For those who do not have or chose not to use internet services, they may call the fire station and we will complete the form on their behalf.

A fee could be assessed to everyone who obtains a permit. Typically, these are homeowners but periodically they are from contractors burning brush while clearing a development site.

Annual Fire Safety Inspections

A significant component of our fire prevention program is to perform an annual fire safety inspection on all commercial occupancies in the Township. An alternative to a flat fee, is an amount that could be segregated by the size of the facility to provide a fee reflective of the time involved.

Home Inspection Services

This department has the expertise to provide residential fire prevention safety checks to homeowners. We do receive a couple of requests for this service annually. However, it is predicted that should a fee be attached to this service, the few calls we receive now will stop.

Site Plan Reviews.

This would include an initial review as well as follow up services to insure conformance.



Fees for Existing Service - Third Party Vendors

The following is the result of a recent inquiry to a company that works with Police and Fire Services to offsetting costs associated with traffic crash responses, structure fires, hazmat events, water rescue, false alarms etc. Their mission is to recover these costs from insurance policies and to cycle the funds back into Public

Safety budgets. Per their advertisement, they predict that doing this will help to keep safety service departments intact, citizens safe and minimize insurance liability costs.

Cost Recovery Corporation (CRC).



<http://costrecoverycorp.com/index.html>

CRC was asked to provide an estimate of the revenue that could be achieved should their services be contracted by Oshtemo. Using their cost recovery schedule shown below and applying Oshtemo's 2016 statistical experience, their email response of 4/5/2017 was:

Good morning.

Without knowing how many were caused by residents vs. non-residents I would "guestimate" between \$30k and \$40k.

I hope that helps. Regina

Proprietary Cost Schedule for Fire Department Incidents

ON SCENE TIME	15min	30min	45min	60min	75min	90min
Engine Companies	\$734	\$748	\$761	\$775	\$788	\$803
Rescue Vehicles	\$721	\$723	\$724	\$725	\$726	\$728
EMS Vehicle/Non Trans	\$724	\$726	\$730	\$734	\$739	\$743
Ladder Towers	\$748	\$775	\$801	\$828	\$855	\$881
HazMat	\$734	\$754	\$775	\$795	\$815	\$835
Firefighters	\$13	\$25	\$38	\$50	\$63	\$75
Shift Supervisors	\$18	\$35	\$53	\$70	\$88	\$105
LTs/ Asst. Chief	\$20	\$40	\$60	\$80	\$100	\$120
Chief	\$25	\$50	\$75	\$100	\$125	\$150

NOTE: This Cost Study was completed by Cost Recovery Corp, LLC and should remain confidential without distribution to any outside party without CRC's consent.

Additional Services

The current services noted above, and provided by OFD, are typical of a mostly paid on-call, all hazards response department (also known as a Fire Department). However, there are others that could be evaluated. Further research would be needed if any of these are found to be of interest. In some cases, that research would include consultation with legal staff to determine their applicability in Michigan.

Impact Fees

Impact fees are a one-time charge assessed by local governments against a new development project to help pay for new or expanded public facilities or services that will directly address the increased demand created by that development.

Building Authority

A very limited number of communities have placed their local building official within their fire department. Three Rivers Michigan is an example. Revenue from their permitting process is then shared with each service.

Fire Based EMS / ALS (Paramedic) Transporting Ambulance

All providers of EMS transport services in Kalamazoo County are licensed by the State of Michigan and approved by local medical control as Advanced Life Support (ALS) agencies - paramedic. Obtaining the highest pre-hospital level of competence, equipment, system control and oversight are possible but exceedingly difficult.

As for cost, I can only begin to estimate the largest of the capital outlay but am confident that a final figure would be well into the millions.

Flushing out this option with any reliable detail will take significant time and effort.

Others Options

Inspection of "for profit" events

- Circus, fairs and carnivals.
- Fireworks sales – temporary sales

Prescribed burn permits

Public assembly – special event usage

Sprinkler System Hydrostatic testing or flushing

Child car seat installation.

Freedom of Information Act (FOIA) requests

Fund Raising

Most of these provide very low revenue and would require a considerable amount of volunteer time from our members. Examples include...

- Car washes

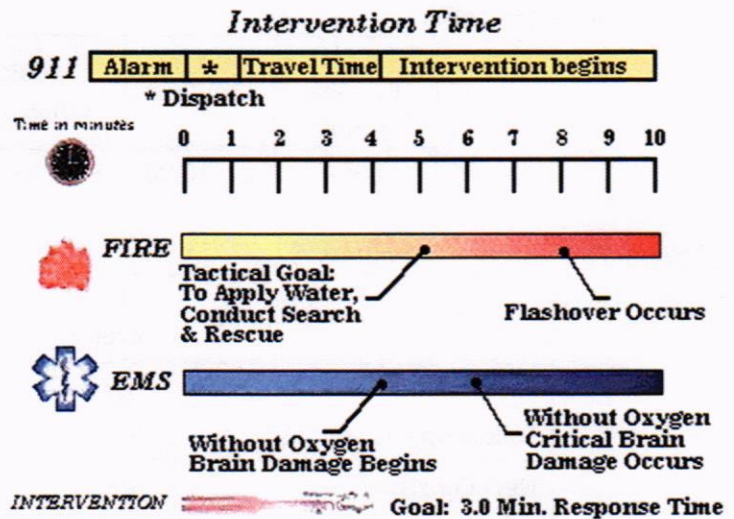
- Pancake breakfasts
- Calendar production and sales

Grants

Staff continuously seek relative grant opportunities. They are seldom found but always pursued.

Taxation

- Fire Flow Tax
- Sales Tax
- Income Tax
- Real Estate Transfer Tax
- Utility-User Tax



Note: This 2.5 mil SAD for services provided by OFD has never been changed since its original approval in the 1970's.

<http://www.digitalthreads.com/rada/slowdown.html>

*The true measure of services is the time it takes from being dispatched to the time we **stop** the emergency.*

Fire Response

Firehouse Code	Incident Type Description	# of Events	Unit Cost	100% Collection	60% Collection
100	Fires	80	\$ 500	\$ 40,000	\$ 24,000
200	Over Pressure Rupture	2	\$ 500	\$ 40,000	\$ 24,000
300	Rescues (Includes Motor Vehicle Crashes)	1,707	\$ 500	\$ 1,000	\$ 600
400	Hazardous Conditions	51	\$ 500	\$ 853,500	\$ 512,100
500	Service Calls	84	\$ 500	\$ 25,500	\$ 15,300
600	Good Intent Calls	258	\$ 500	\$ 42,000	\$ 25,200
900	Special Incidents	8	\$ 500	\$ 129,000	\$ 77,400
		2,190		\$ 1,131,000	\$ 678,600

Motor Vehicle Crashes

Firehouse Code	Incident Type Description	# of Events	Unit Cost	100% Collection	60% Collection
322	Motor vehicle accident with injuries	81	\$ 500	\$ 40,500	\$ 24,300
323	Motor vehicle/pedestrian accident (MV Ped)	5	\$ 500	\$ 2,500	\$ 1,500
324	Motor vehicle Accident with no injuries. However, services provided include: injury evaluation, spill cleanup, traffic control, as well as scene safety for OFD and KCSO.	68	\$ 500	\$ 4,000	\$ 20,400
		154		\$ 77,000	\$ 46,200

Open Burning Permits

# of Burning Permits	Unit Cost	100% Collection	60% Collection
1,594	\$ 10.00	\$ 15,940	\$ 9,564

Annual Fire Safety Inspections

Incident Type Description	# of Events	Unit Cost	100% Collection	60% Collection
Annual Fire Safety Inspection	1,361	\$ 50	\$ 68,050	\$ 40,830
Follow up Inspections	166	\$ 50	\$ 8,300	\$ 4,980
New Construction	84	\$ 50	\$ 4,200	\$ 2,520
Complaints	35	\$ 50	\$ 1,750	\$ 1,050
Others	16	\$ 50	\$ 800	\$ 480
	1,662		\$ 83,100	\$ 49,860

Provision of EMS / ALS Services

	Per Unit	# of Units	Total	Notes / Comments
Vehicles	\$ 150,000	3	\$ 450,000	Transporting ambulances.
Equipment	\$ 100,000	3	\$ 300,000	Equipment for each ambulance.
Personnel (4 per each 24-hour shift X 3 shifts = 12. Plus 1 per shift for vacations & sick = 3.	\$ 70,000	15	\$ 1,050,000	\$50,000 per person + 40% benefits
Training: Annual Continuing Ed.	?		\$ -	
Facility updates to hold staff and equipment.	?		\$ -	
Dispatching Services (Who?)	?		\$ -	
Invoicing Services (3rd Party)	?		\$ -	
			\$ 1,800,000	

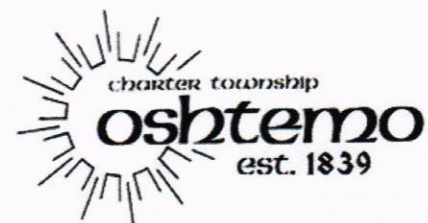
Insert Twp false fire alarm ord.

Oshtemo Ordinance 252.004 - Sec. IV.

Any person, firm, association, partnership, corporation or governmental entity who violates any of the provisions of this Ordinance shall be deemed to be responsible for a municipal civil infraction as defined by Michigan statute which shall be punishable by a civil fine determined in accordance with the following schedule:

	Minimum Fine	Maximum Fine
1st Offense within 3-year period*	\$75.00	\$500.00
2nd Offense within 3-year period*	150.00	500.00
3rd Offense within 3-year period*	325.00	500.00
4th or More Offense within 3-year period*	500.00	500.00
*Determined on the basis of the date of commission of the offense(s).		

Additionally, the violator shall pay costs which may include all expenses, direct and indirect, to which Oshtemo Charter Township has been put in connection with the municipal civil infraction. In no case, however, shall costs of less than \$9.00 nor more than \$500.00 be ordered. In addition, the Township shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this Ordinance. Each day that a violation exists shall constitute a separate offense. In the case of the negligent or improper maintenance of an alarm system by the owner or operator of such system, the foregoing fines and costs shall be in addition to any fees as hereinbefore prescribed where the false alarm occasioned by such negligence or improper maintenance occurs more than three times within a calendar year.



Memorandum

Date: October 3, 2018
To: Township Board
From: HR Committee
Subject: Education & Professional Development Policy

Objective

Discussion with the Township Board to clarify Township Policy for Educational/Professional Development.

Background

The Township Board had discussion at two previous meetings regarding the Educational/Professional Development policy. The HR Committee discussed and made changes per Township Board direction.

Information Provided

Employee Handbook Policy 9.14 with changes as discussed by the Township Board and HR Committee.

Core Value Recognized

Professionalism (Employee Education) & Sustainability (Fiscal)

9.14 Educational and Professional Development:

The Township recognizes that employees and the Township may benefit from additional education and/or attendance at conferences, meetings, workshops and seminars. In order to encourage employees in this regard, the following policies are established.

9.14.1 Education:

This section outlines the policy for reimbursement for degree classes/courses taken by full time employees and paid-on-call fire personnel at an accredited institution of higher learning. The Township may reimburse employees, including Fire Department personnel, in whole or in part, for expenses of education under the following circumstances:

- A. A written request for reimbursement signed by the employee must be submitted to the employee's Department Head for approval in advance of enrollment. If approved, and the Department Head will submit to the Personnel Director or his/her designee the employee request and indicate they will include in the next year's budget reimbursement for the class/course. ~~for approval in advance of attendance.~~ The request must be submitted on the appropriate form, and must show:
 1. Name of the class/course, the institution, and beginning and ending dates. ~~The course of study will be undertaken at an accredited institution of higher education in Kalamazoo County or other locality as specifically approved by the Township Board.~~
 2. Description of how the class/course of study will relate to the employee's work for the Township and will contribute to the employee's ability to perform his or her duties.
 3. The amount the employee requests for reimbursement.
- B. By submitting the request the employee agrees:
 1. ~~The employee agrees that~~ No reimbursement will be made until after written evidence of successful completion of the class/course, with a grade of "B-" "C" or better (2.0 on a 4.0 scale), has been submitted to the Personnel Director or his/her designee. ~~a Township Official.~~
 2. There will be no reimbursement for repeated courses.
 3. The employee agrees that if his or her employment with the Township is terminated prior to the successful completion of the class/course, no reimbursement will be paid.
 4. ~~The employee agrees that if his or her employment with the Township is terminated within one (1) year of the reimbursement, one half (1/2) of the amount reimbursed must be repaid by the employee.~~
 5. The employee has not been requested or required by the Township or any of its agents or employees to pursue the class/course of study for which the application for reimbursement is made.

6. ~~Reimbursement may include the expense of registration and will be made for tuition only; books, materials, and any other related expenses will be the responsibility of the employee. Reimbursement will be made according to the following schedule: Books will be the responsibility of the student. The total yearly amount of the reimbursement will be at the discretion of a Township Official, taking into account the availability of departmental funds.~~

Reimbursement per class/course related to the employee's position will be made 1 year after successful completion.

OSHTEMO TOWNSHIP EDUCATION REIMBURSEMENT PROPOSAL

Municipality	Lifetime Employee Reimbursement Cap	Reimbursement Per Class/Course Related to Current Position	Minimum Grade Requirement	Employee Reimbursement
Oshtemo Charter Township	\$10,000	AS DETERMINED BY DEPARTMENT HEAD - APPROVED BY HR	B-	100% reimbursement, 1 year after the completion of course with minimum grade requirement earned.

NOTES:

- 1) OSHTEMO TOWNSHIP WILL NOT REIMBURSE EMPLOYEE FOR RE-TAKING THE SAME COURSE FOR ANY REASON
- 2) DEGREE REIMBURSEMENT IS FOR FULL TIME EMPLOYEES AND PAID ON CALL FIREFIGHTER PERSONNEL ONLY

Professional Development:

Full-time employees and **paid-on-call** firefighters may request permission to attend conferences, workshops, seminars or meetings. ~~during their regularly scheduled work hours.~~ Permission may be granted for attendance at such proceedings as follows:

The Township may reimburse employees, in whole or in part, for expenses of professional development under the following circumstances:

~~In every case in which an employee desires to attend such proceedings during regular work hours without using accrued PTO vacation time or without pay, a written request for permission to attend shall be submitted to the employee's Department Head and the Personnel Director in advance on the appropriate form supplied by the Township Supervisor. The request must show:~~

- A. A written request for attendance signed by the employee must be submitted to the employee's Department Head for approval in advance of attendance. The Department Head is responsible for insuring funding is provided in the departmental budget. If approved, the Department Head will submit to the Personal Director or his/her designee the employee request.
- B. The request must be submitted on the appropriate form and must show:
 1. Name of the conference, workshop, seminar, or meeting, dates of the proceedings, ~~their~~ location, and the sponsoring group, association, or organization.

~~The ways in which the employee's attendance will relate to the employee's work for the Township and will contribute to the employee's ability to perform his or her duties.~~

~~Whether the employee requests reimbursement of expenses of attendance at such proceedings, and if so, the amount requested.~~

2. Description of how the ~~The~~ conference, workshop, seminar, or meeting will relate to the employee's work for the Township and will contribute to the employee's ability to perform his or her duties.
3. The expenditure amount of the request and the budget line item from which it will be paid.

C. By submitting the request the employee agrees:

1. There will be no reimbursement for repeated events. .
2. ~~That the employee agrees that~~ The attendance at the proceedings is purely voluntary on his or her part, ~~that it~~ and is not being required by the Township.

~~That the employee agrees that the Personnel Director's decision whether to approve the request is solely within his/her discretion.~~

- D.
1. Out-of-state ~~conferences, workshops, seminars or meetings~~ are limited to one (1) per year ~~for Department Heads only~~ unless otherwise approved by the ~~Personnel Director.~~ ~~Township Supervisor.~~
 2. Attendance at ~~conferences, workshops, seminars or meetings~~ shall not leave the Department unstaffed.
 3. ~~The Township may, in its discretion, grant any full-time or part-time employee or firefighter, permission to attend conferences, workshops or meetings during regularly scheduled working hours up to fifteen (15) working days per year if the written request complies with the requirements of this rule, and it is determined that the employee's attendance is of sufficient benefit to the Township to justify approval.~~

If a request for approval of special time off with pay is denied, in whole or in part, the employee may request that he or she be allowed to use accrued ~~PTO~~ ~~vacation~~ time for attendance at such proceedings pursuant to Appendix B.

Other:

Occasions may arise where a professional or educational activity is held which is not covered by the above policies. If an employee desires to attend such activities without using ~~vacation~~ PTO time or without taking time off without pay and desires that the Township pay the cost of the same, a written request shall be submitted to the employee's Department Head and the Personnel Director in advance of attendance, setting out all of the reasons the employee believes that his or her request should be granted. The Personnel Director may grant such a request in whole or in part if it is determined that the activity will be of sufficient benefit to the Township to justify approval even though it is not required of the employee.

In reviewing any requests submitted under these rules, the Township shall have complete and total discretion to grant or deny the same in whole or in part. By establishing these policies, the Township is not promising to grant any such request in whole or in part.

OSHTEMO TOWNSHIP PROFESSIONAL DEVELOPMENT PROPOSAL

Municipality	Lifetime Employee Reimbursement Cap	Reimbursement Per Professional Development Event Related to Current Position	Minimum Grade Requirement	Employee Reimbursement
Oshtemo Charter Township	NONE	AS DETERMINED BY DEPARTMENT HEAD - APPROVED BY HR	A certificate of completion, if provided, required with a copy for inclusion in the employee's personnel file.	Once approved by Department Head and submitted to HR and approved by the Personnel Director, Oshtemo Township will pay directly for the development event.



Memo



To: Libby Heiny-Cogswell, Township Supervisor
From: M. Barnes, Fire Chief
Date: September 18, 2018
Re: Recommendation for Renew of Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA).

RECOMMENDATION

It is recommended that Oshtemo Township continue to participate in the Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA) by approving the renewal agreement with Life EMS Ambulance of 517 West North Street, Kalamazoo, MI 49007 as the Township's designated Advanced Life Support (ALS) provider.

BACKGROUND

The contract is a culmination of efforts between representatives of the cities of Kalamazoo and Parchment and the townships of Alamo, Cooper and Kalamazoo. Through this intergovernmental collaboration, a competitively bid, non-subsidized joint EMS contract was developed. Oshtemo Township initially approved the current KVIAA four-year contract in August of 2014, which is set to expire on October 31, 2018. The agreement includes the opportunity for three (3), two-year extensions. This memo is recommending that Oshtemo sign the first two-year extension.

There are many provisions that were included in the initial 2014 Request for Proposals (RFP) that contribute to a better overall EMS system and provide cost savings. Those items include: response time performance metrics, penalties for failure to meet contract standards, provisions for two paramedic staffing on ambulances, and replacement of specified medical supplies used by Oshtemo.

FISCAL IMPACT

There are clear cost efficiencies and service quality benefits resulting from Oshtemo and our neighboring units of government entering into and continuing this contract. Funds received from penalties incurred are used to purchase and/or replace medical equipment used by the KVIAA partner First Responders in Kalamazoo County.

In addition, we are often provided a stand-by ambulance at significant scenes such as fires or hazardous materials incidents. These paramedics then fill the role of managing our firefighter rehab by tracking vital signs, measuring the degree of fatigue and insuring proper re-hydration of our personnel. They also provide other free services such as EMS instruction and annual delivery of our flu immunizations.

Finally, unlike any other provider in our county, this agreement provides transparent rates for our citizens.

ATTACHMENTS

Agreement – unsigned
Rate Schedule for KVIAA Communities

KALAMAZOO VALLEY INTERGOVERNMENTAL AMBULANCE AGREEMENT

This Agreement is made between the KALAMAZOO CHARTER TOWNSHIP, ALAMO TOWNSHIP, COOPER CHARTER TOWNSHIP, the OSHTEMO CHARTER TOWNSHIP, the CITY OF PARCHMENT, the CITY OF KALAMAZOO (hereinafter the "Municipalities") and Life EMS of Kalamazoo, Inc., a Michigan Corporation (hereinafter "Life EMS").

WHEREAS, in order to provide more responsive, reliable and cost-effective ambulance and other emergency services, the Municipalities requested proposals for an intergovernmental ambulance agreement, seeking a single provider for emergency services for their residents; and

WHEREAS, the Municipalities pursuant to the authority granted by 1951 Public Act 35, as amended (being MCL 124.1 et seq.) and 2011 Public Act 258 (being MCL 124.111 et seq.) are interested in sharing oversight responsibilities for the provision of these services; and

WHEREAS, Life EMS has presented a signed proposal in response to the request for proposals (RFP) prepared by the Municipalities that fully addresses all issues related to the provision of and payment for ambulance and other emergency services; and

WHEREAS, the Municipalities wish to enter into an Agreement with Life EMS, and have designated the proposed agreement as the Kalamazoo Valley Intergovernmental Ambulance Agreement; and

WHEREAS, the Municipalities and Life EMS wish to supplement the proposal signed by Life EMS in response to the request for proposals in order to create a binding agreement that describes the obligations and responsibilities that the Municipalities have to each other, and more fully details the obligations and responsibilities of Life EMS to the Municipalities, both collectively and as individual governmental entities.

IT IS NOW THEREFORE AGREED AS FOLLOWS:

1. This Agreement as amended to reflect changes in the; EMS response protocol as adopted by Kalamazoo County Medical Control Authority (KCMCA), required paramedic staffing levels and the ambulance rates (Exhibit A) . The RFP signed by Life EMS as submitted via correspondence dated May 29, 2014 from Mark Meijer, President, Life EMS, to Terry Emig, Chief, Cooper Charter Township Fire Department, constitute a single Agreement that shall be known as the Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA).

2. All references to the Kalamazoo Valley Intergovernmental Ambulance Agreement and to the local governmental entities in the RFP submitted and signed by Life EMS shall be deemed to refer to all municipalities that are a party to this Agreement, including any other municipality who becomes a party to the Agreement subsequent to the date of its execution, as further described below.

3. Any party to this Agreement, including Life EMS, may terminate its participation by providing 180 days written notice to all other parties at any time after the initial four-year term of this Agreement has expired. This notice, and all other notices under this Agreement, shall be sent to the following persons:

CHARTER TOWNSHIP OF COOPER:	Township Supervisor 1590 West 'D' Avenue Kalamazoo, MI 49009
CHARTER TOWNSHIP OF KALAMAZOO	Township Supervisor 1720 Riverview Kalamazoo, MI 49004
CHARTER TOWNSHIP OF OSHTEMO:	Township Supervisor 7275 W. Main St. Kalamazoo, MI 49009
CITY OF PARCHMENT:	Office of the City Manager 650 S. Riverview Parchment, MI 49004
CITY OF KALAMAZOO:	Office of the City Manager 241 W. South St. Kalamazoo, MI 49007
TOWNSHIP OF ALAMO	Township Supervisor 7901 North 6 th Street Kalamazoo, MI 49009
LIFE EMS	LIFE EMS Mark Meijer 517 W. North St. Kalamazoo, MI 49007

4. Approval must be obtained from each municipality that is a signatory to this Agreement and from Life EMS before any other governmental unit can become a party to this Agreement. Any municipality that becomes a party to this Agreement after its effective date shall be an equal partner, and shall have the same status under its terms as those municipalities that are initial signatories.

5. Any modification in the terms of this Agreement, including fees, must be approved by Life EMS and by three-fourths of the municipalities who are at that time a party to this Agreement.

6. In the event of a conflict between this Agreement and the RFP signed by Life EMS, the terms of this Agreement shall control.

7. It is understood and agreed that the KVIAA oversight Board, as referenced in the RFP, is an oversight body only, and its members have no authority to bind any party to this Agreement.

8. The KVIAA Oversight Board has the authority to make recommendations to the Municipalities then participating in this Agreement that a default be declared, as provided for in the RFP. A formal notice of default shall be sent to Life EMS if approved by the appropriate official or body of at least three-fourths of the Municipalities that are parties to this Agreement at that time.

9. Any local ordinance referenced in the RFP signed by Life EMS that is specific to any one municipality shall be applicable only to that municipality, and shall not be in any way binding upon the other Municipalities that are a party to this Agreement.

10. Because response times to calls for the services provided by Life EMS is a critical component of this Agreement, the performance measures and penalties for failure to meet those measures are set forth in Exhibit A to this Agreement.

11. This Agreement may be executed in six or more counterparts, each of which shall be deemed to be an original when signed by the duly authorized representative of any party. While each such document shall be deemed to be an original, all such documents together shall constitute one and the same Agreement.

KALAMAZOO CHARTER TOWNSHIP

Date: _____

By: _____

Its: _____

COOPER CHARTER TOWNSHIP

Date: _____

By: _____

Its: _____

OSHTEMO CHARTER TOWNSHIP

Date: _____

By: _____

Its: _____

CITY OF PARCHMENT

Date: _____

By: _____

Its: _____

CITY OF KALAMAZOO

Date: _____

By: _____

Its: _____

ALAMO TOWNSHIP

Date: _____

By: _____

Its: _____

LIFE EMS OF KALAMAZOO, INC.

Date: _____

By: _____

Its: _____

Attydocs\agreements\kzoovalleyintergovt-ambulance-agt

Kalamazoo Rate Schedule

Pre-hospital Care and Transportation Rate Schedule Effective October 31, 2018

BASE RATES:

Non-Emergency	\$449.00
Emergency	\$679.00
ALS Non-Emergency	\$699.00
ALS Emergency	\$799.00
ALS 2	\$899.00
NEO Non-Emergency	\$979.00
NEO Emergency	\$979.00
SCT	\$979.00
On Scene Treatment ALS 1	\$579.00
On Scene Treatment ALS 2	\$599.00
On Scene Treatment Assessment	\$299.00
Lift Assist	\$79.00
Ambulance Standby	\$169.00/hour
Special Equipment & Handling (Haz Mat, etc.)	\$15.00 +
Treatment/Waiting Time After 30 Minutes Per 15 minute Increments	\$30.00

Mileage (Divided by number of patients: Loaded miles only):

Mileage Charge (rate per mile)	\$15.50
NICU/SCT	\$15.50

4d

09/19/2018

Calculations as of 12/31/2018

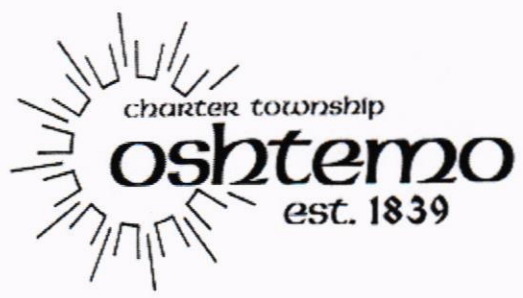
BUDGET REPORT FOR SOUTHWEST MICHIGAN BUILDING AUTHORITY

GL NUMBER	DESCRIPTION	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 12/31/18	2019 REQUESTED BUDGET	2019 RECOMMENDED BUDGET	2019 APPROVED BUDGET	2019 AMENDED BUDGET
542-000-99999	Carryover	33,860					
542-001-61100	Bldg Services to Others						
542-001-61400	Bond/Escrow Payments						
542-001-61600	Building Permits	371,000	181,695	375,000			
542-001-61615	Plan Review	3,000	7,135	3,000			
542-001-61700	Electrical Permits	91,200	81,147	94,000			
542-001-61800	Mechanical Permits	97,160	63,619	90,000			
542-001-61900	Plumbing Permits	48,640	39,801	55,000			
542-001-66400	Interest on Investments	360	601	200			
542-001-68700	Refunds - IRS / State		166	0			
542-001-68900							
		645,220	374,164	617,200			
542-371-66401	Permit Refunds		206	0			
542-371-70200	Salaries	140,000	98,940	216,500			
	Building Official 66,000						
	Building Insp/PR 80,000						
	Adim. Asst. Full Time 34,320						
	Adim. Asst Part. Time 25,750						
542-371-70300	Building Board of Appeals	300		0			
542-371-70400	In Lieu of Insurance	1,307	855	1,170			
542-371-71500	Payroll Taxes - FICA	15,750	11,001	17,000			
542-371-71600	Health Insurance	36,500	21,707	36,500			
542-371-71602	Disability/Life Insurance	1,680	1,051	1,650			
542-371-71603	Work Comp Insurance	2,014	2,159	2,500			
542-371-71700	HSA	2,926	4,300	4,200			
542-371-72200	Pension Plan	17,500	10,802	17,500			
542-371-72500	Clothing Allowance	500		500			
542-371-72600	Board Member At Large Stipend		300	480			
542-371-72700	Miscellaneous		(100)	500			
542-371-72800	Supplies	7,500	4,515	7,500			
542-371-72801	Equipment/Maintenance	1,000	1,189	1,450			
542-371-75100	Vehicle Gas/Maintenance	10,000	2,118	10,000			
542-371-75101	General Insurance	6,627	10,913	12,000			
542-371-81100	Electrical Inspector	22,000	29,070	37,000			
542-371-81101	Plan Review	1,000	1,738	2,500			
542-371-81200	Mechanical Inspector	18,000	20,340	31,000			
542-371-81300	Plumbing Inspector	13,000	22,050	30,000			
542-371-82400	Consultants	22,000	8,335	5,000			
542-371-82500	Accounting/Audit Fees	7,000	20,290	20,000			

BUDGET REPORT FOR SOUTHWEST MICHIGAN BUILDING AUTHORITY

542-371-82600	Legal Fees	10,000	8,614	10,000		
542-371-82700	IT Consultants/Website Host	21,575	17,666	22,000		
542-371-85300	Telephone	4,000	3,466	4,000		
542-371-87000	Mileage	3,000	1,492	3,000		
542-371-92500	Facility Rent	20,000	20,000	20,000		
542-371-95600	Interest/Penalty IRS/State Withholdings		1,128	0		
542-371-95700	Bank Service Charges	240	267			
542-371-95800	Education/Dues	6,000	4,506	8,000		
542-371-96300	Contingency	1,000		1,000		
542-371-96400	Refund		186	0		
542-371-96800	Depreciation Expense					
542-371-97600	Capital Outlay	5,000	5,961	5,000		
542-371-97700	Capital Outlay-Vehicle	3,000		3,000		
		400,419	335,065	530,950		

Memo



To: Oshtemo Charter Township Board

From: James W. Porter *[Signature]*

Date: October 5, 2018

Subject: Revised Agreement Between Owner and Engineer for Professional Services – Fleis & VandenBrink Engineering, Inc.

OBJECTIVE

To approve the revised professional services agreement with Fleis & VandenBrink Engineering, Inc.

BACKGROUND

The Board previously approved the agreement with Fleis & VandenBrink Engineering, Inc. for the sewer design and construction on April 11, 2018. Subsequent to that time, the Federal Government adopted regulations regarding purchase and use of U. S. steel. This contract currently being submitted is unchanged with the exception of meeting the new American Iron and Steel Requirements necessary for USDA approval of the payments under the Federal financing requirements.

INFORMATION PROVIDED

Newly revised Agreement Between Owner and Engineer for Professional Services. See contract attached.

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

Request to have the Board approve the contract, as amended.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
833250**

THIS IS AN AGREEMENT effective as of April 11, 2018 ("Effective Date") between
Charter Township of Oshtemo ("Owner") and
Fleis & VandenBrink Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Neighborhood Sewer Extensions Phase 1 ("Project").

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

Engineer's services under this Agreement are generally identified as follows: **Perform design and construction engineering for a wastewater system extension.**

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 must 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. 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.
- B. Opinions of Total Project Costs 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.

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 **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.
- 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.
- 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 Service or any designated representative of Rural Utilities Service, 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. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. **(NOT USED)**

- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. **(NOT USED)**
- J. Exhibit J, Special Provisions. **(NOT USED)**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. **RUS Bulletin 1780-26 Exhibit C, RUS Certificate Page**

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: **Charter Township of Oshtemo**

Engineer: **Fleis & VandenBrink Engineering, Inc.**

By: _____
Print name: **Libby Heiny-Cogswell**
Title: **Supervisor**
Date Signed: _____

By: _____
Print name: **Craig Shumaker**
Title: **Vice President, Principal**
Date Signed: _____

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

N/A

State of: **Michigan**

Address for Owner's receipt of notices:

7275 W. Main St.
Kalamazoo, MI 49009

Address for Engineer's receipt of notices:

2960 Lucerne Drive, SE
Grand Rapids, MI 49546

Designated Representative (Paragraph 8.03.A):

Marc Elliott

Title: **Director of Public Works**

Phone Number: **269-375-4260**

E-Mail Address: **melliott@oshtemo.org**

Designated Representative (Paragraph 8.03.A):

Matthew Johnson

Title: **Project Manager**

Phone Number: **269- 532-7396**

E-Mail Address: **mjohnson@fveng.com**

This is **EXHIBIT A**, consisting of [17] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [April 11, 2018].

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: **N/A**
 - b. **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 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 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" **Level D** 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: **Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**

15. Furnish **three** review copies of the Report and any other Study and Report Phase deliverables to Owner within **7** days of the Effective Date and review it with Owner. Within **14** 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 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 [] days of receipt of Owner's and Agency'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 **30 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.**
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: **Develop basis of design information for neighborhood sewers.**
 10. Furnish **three** 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 **three** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **14** days after receipt of Owner's comments.
- 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,

Exhibit A – Engineer's Services

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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:
The Engineer shall identify the building codes 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, **three** 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 **175** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **28** 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 **three** final copies of such documents to Owner within **21** 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 Certification of Final Plans and Specifications (Attachment GC-B) 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 referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda 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 shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under 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. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {add project specific waivers as applicable} apply to this contract.
- 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 **two (2)**. 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. **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 the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
 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: **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' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding RUS Bulletin 1780-35 Page 18 Documents and must be kept in the engineer's project file and on site during construction.
 11. Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters 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 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

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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. *Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and 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. 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' Certification letters must be kept in the engineer's project file and on site during construction*
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, 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 Construction Contract and applicable Agency regulations.** Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and 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, if applicable
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' Certification Letters for materials required to comply with American and 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 to verify the products were produced in the United States. Manufacturers' Certification letters 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. (c) Review Change Proposals to ensure compliance with American and 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.
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 Record Drawings, 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: None.

- 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, 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’ Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer’s, Contractors’, and Manufacturers’ Certification letters to the Owner and a copy of Contractor’s Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer’s name and location, and product(s) 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:
None.
- 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

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 above ASCE SOE level D.
 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 constructibility 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.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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. **[Deleted]**.
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).

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional 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 Drawings 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.**
 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 **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **[April 11, 2018]**.

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.

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.

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- 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.
- T. Perform or provide the following: Provide information regarding design and construction of existing information, including copies of utility maps, ROW maps, easement maps and descriptions and record drawings

Exhibit B – Owner's Responsibilities

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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) **Signing** 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) **Signing** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby **acknowledging** responsibility for compliance with American Iron and Steel requirements.
- (c) **Obtaining** the certification letters from the consulting engineer upon substantial completion of the project and **maintaining** this documentation for the life of the loan.
- (d) Where the owner provides their own engineering and/or construction services, **providing** copies of engineers', contractors', and manufacturers' certification letters (*as applicable*) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.
- (e) Where the owner directly procures American Iron and Steel products, **including** American Iron and Steel clauses in the procurement contracts and **obtaining** manufacturers' certification letters and **providing** copies to consulting engineers and contractors.

This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [April 11, 2018].

Payments to Engineer for Services and Reimbursable Expenses COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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) – Lump Sum 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. A Lump Sum amount of \$531,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[0]
b. Preliminary Design Phase	\$[184,000]
c. Final Design Phase	\$[146,000]
d. Bidding and Negotiating Phase	\$[10,000]
e. Construction Phase	\$[167,000]
f. Post-Construction Phase	\$[24,000]
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. ~~In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [Customary reimbursement charges for basic services are included in the lump sum amounts above]~~
5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [26] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

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 \$[266,000] based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [30 weeks of construction] day-of construction inspection.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 \$[N/A] 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 [1.1].
4. The Reimbursable Expenses Schedule will be adjusted annually (as of [April 1st]) 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 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. The total compensation under this paragraph is estimated to be \$124,000 based on services detailed in Exhibit C – Appendix 3.
- 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: trans
 3. portation (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.
 4. 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 [1.1].
 5. The Reimbursable Expenses Schedule will be adjusted annually (as of [April 1st]) 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 [1.1].
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. 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 no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [April 11, 2018].

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:

8"x11" Copies/Impressions	\$ []/page
Copies of Drawings	\$ []/sq. ft.
Mileage (auto)	\$ []/mile
Air Transportation	at cost
CAD Charge	-\$ []/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

SEE ATTACHED

REIMBURSABLE EXPENSE SCHEDULE

Our standard rates and equipment charges for 2018 are as follows:

INTEROFFICE CHARGES		
Comb Binding		
1/4" – 3/8"	\$1.50 each	
1/2" – 5/8"	\$1.75 each	
3/4" – 1 1/2"	\$2.00 each	
1 3/4" – 2"	\$3.00 each	
Binder (1" – 4")		
	\$6.50 - \$13.00 each	
Copies		
8.5 x 11"	Black & White \$0.10 each	Color \$0.25 each
11 x 17"	\$0.20 each	\$0.50 each
Fax		
	\$1.00 each	
CD's		
	\$1.30 each	
Plotting		
11 x 17"	Black & White \$0.20 each	Color \$5.20 each
18 x 24"	\$0.75 each	
24 x 36"	\$1.50 each	\$20.00 each
30 x 42"	\$2.19 each	\$35.00 each
36 x 48"	\$3.00 each	
Larger	\$4.00 per sft	
Mylar (24 x 36")	\$10.00 each	
FIELD EQUIPMENT CHARGES		
SURVEY & CONSTRUCTION OBSERVATION		
GPS	\$37.50 / hour	
3D Scanner	\$318.18 / day	
Robotic Survey System	\$21.88 / hour	
Staking Supplies	\$10.00 each	
Concrete Testing	\$35.00 / day	
Troxler (Nuclear Density)	\$60.00 / day	
ENGINEERING & ENVIRONMENTAL		
Conductivity Meter	\$15.00 / day	
Disposable Bailers	\$5.50 each	
Dissolved Oxygen (DO) Meter	\$20.00 / day	
Free Product Interface Probe	\$25.00 day	
Hand Auger	\$30.00 / day	
Hermit 3000		
Pump Test	\$1,500 / test	
Slug Test	\$300.00/ day	
Hermit 9000 Tubing	\$0.80 / foot	
Hermit 9000/Low Flow Supplies	\$95.00 / day	
Monson Well Pump	\$50.00 / day	
Nitrile Gloves	\$10.00 / pair	
Ph Meter	\$25.00 / day	
Photoionization Detector (PID)	\$75.00 / day	
Multirate PID & 4 Gas Detector	\$150.00 / day	
Paint Mil Gauge	\$25.00 / day	
Peristaltic Pump	\$40.00 / day	
Power Pack Generator	\$10.00 / day	
ISCO Pump Station Flow Meter	\$20.00 / day	
Free Product Interface Probe	\$25.00 / day	
Rain Gauge	\$3.00/ day	
Sludge Depth Probe	\$20.00 / day	
Solinst Meter (sewer meter)	\$3.25 / day	
Amp/Volt Meter	\$35.00 / day	
Water Level Probe	\$35.00 / day	
Whale Pump	\$30.00 / day	
VEHICLES		
Trucks		
Construction Observation	Light Duty	4x4
Survey	\$0.535 / mile + \$15.00 / day	\$0.62 / mile + \$25.00 / day
	\$0.535 / mile + \$15.00 / day	\$0.62 / mile + \$25.00 / day
Autos & Vans		
	\$0.535 / mile + \$10.00 / day	
Personal Vehicles		
	\$0.535 / mile	
Boat		
	\$200 / day	

Note: All chargeable rates will be bill at 1.1.

This is **Appendix 2 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [April 11, 2018].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class VIII	\$/[]/hour
Billing Class VII	[]/hour
Billing Class VI	[]/hour
Billing Class V	[]/hour
Billing Class IV	[]/hour
Billing Class III	[]/hour
Billing Class II	[]/hour
Billing Class I	[]/hour
Non-administrative Support Staff	[]/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

SEE ATTACHED

STANDARD HOURLY RATES SCHEDULE



As projects are identified and selected for funding, we propose to provide appropriate project scopes and budgets using the following rates:

Classification	Rate
Sr. Project Manager, Sr. Planner, Principal-In-Charge	\$162 - \$197
Project Manager, Sr. Engineer, Sr. Architect, Sr. Geologist	\$130 - \$162
Project Engineer, Professional Surveyor, Sr. Landscape Architect, Architect	\$115 - \$141
Engineer, Engineer EIT, Geologist, Landscape Architect, Sr. Technician	\$86 - \$114
Survey Crew Chief, Sr. CAD Technician	\$86 - \$114
Technician, CAD Technician, Survey Technician	\$69 - \$100
Project Assistant, Field Assistant	\$58 - \$86

Rates are typically adjusted annually in April.

Classification	Rate
Survey & Construction Observation Equipment	
Survey Total Station	\$30 per day
Leica Global Positioning System (GPS)	\$300 per day
Robotic Survey System	\$175 per day
Troxler (Nuclear Density)	\$60 per day
Concrete Testing	\$35 per day
Vehicles	
Trucks (light duty)	\$15 per day + \$0.54 per mile
Construction Observation / Survey	\$20 per day + \$0.54 per mile
Trucks (4x4)	\$25 per day + \$0.62 per mile
Construction Observation / Survey	\$10 per day + \$0.54 per mile

We will be happy to provide you with budgets on individual tasks as they arise to assist you with your planning processes. We will utilize a mix of younger and more experienced staff to provide you with the lowest effective billing rate to efficiently and professionally accomplish your projects.

Exhibit C – Appendix 3

NARRATIVE OF ADDITIONAL SERVICES

The following narratives and budgets describe each additional service proposed.

Additional Services by Engineer:

1. Permits:
 - a. Preparation of permit applications and assistance in obtaining permits is anticipated by the Engineer for MDEQ Part 41, MDOT Right-of-way, Soil Erosion and Sedimentation Control, and Road Commission of Kalamazoo County (RCKC) right-of-way permit

Budget: \$6,000

2. Color Coded ROW Maps/Easement
 - a. Provide Oshtemo township with color coded right of way maps and prepare three (3) easement description for lift stations to assist the attorney in meeting the legal requirements.

Budget: \$9,000

3. Line and Grade Construction Survey and Staking:
 - a. In addition to establishing control and benchmarks, the Engineer anticipates detailed construction staking is need. Construction Staking will locate the line, grade, and elevation of proposed improvements for the contractor(s) including sanitary sewer, removal limits, pavement restoration, etc. Sanitary sewer will be staked at each structure, curb and gutter will be staked at 50-foot intervals for straight sections and 25-foot intervals for curves. Roadways will be roughed staked at 100-foot intervals on the center line and second staked at 50-foot intervals on both side of the road.

Budget: \$44,000

4. On-site Testing:
 - a. Engineer anticipates the need for engineering based on-site testing of construction materials to verify conformance with specifications.

Budget: \$8,000

5. O&M Manuals, Systems Commissioning:
 - a. On behalf of the Township, Engineer anticipates the need to coordinate and attend one start up training by equipment manufacturers or contractors for each lift station construction, receive O&M manuals for systems constructed in the project, incorporate product warranty information within the O&M manuals. Provide the City of Kalamazoo with three copies and the Township one copy of the O&M manual.

Budget: \$3,000

6. As-recorded drawings/GIS update.
 - b. Supplement record drawings with completed project information, survey new utilities, and provide the City of Kalamazoo and Oshtemo Township with updated GIS map with the new utilities. Provide the City of Kalamazoo with required as-recorded information per the wastewater agreement.

Budget: \$8,000

Additional Services by Others:

1. Soil Borings:
 - a. Soil borings and geotechnical investigations with report by an independent geotechnical firm are anticipated along the proposed watermain route. Agreement includes up to 1000 ft. of soil boring as part of this project. This information is needed for design and will assist bidders in preparing an accurate bid.

Budget: \$20,000

2. Off-Site Testing:
 - a. Off-site testing of construction materials (soils, asphalt, etc) to verify conformance with specifications that will be completed by an independent testing firm.

Budget: \$26,000

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [April 11, 2018].

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.
 - 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' Certification letters in the project file and on site during construction to ensure compliance with American and 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, 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. **[Deleted].**
- 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.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

_____ **Owner**

And To:

_____ **Contractor**

From:

_____ **Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could

Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.**

reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of [2] 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: \$[1,000,000]
 - 2) Bodily injury by disease, each employee: \$[1,000,000]
 - 3) Bodily injury/disease, aggregate: \$[1,000,000]
- 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: \$[10,000,000]
 - 2) General Aggregate: \$[10,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[1,000,000]
 - 2) Annual Aggregate \$[2,000,000]
- g. Other (specify): \$[N/A]

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[100,000]
- 2) Bodily injury by Disease, Each Employee \$[500,000]
- 3) Bodily injury/Disease, Aggregate \$[100,000]

c. General Liability --

- 1) General Aggregate: \$[2,000,000]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[1,000,000]
- 2) General Aggregate: \$[1,000,000]

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

\$[1,000,000]

f. Other (specify): \$[N/A]

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. [Fleis & VandenBrink Engineering, Inc.]
Engineer

b. []
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.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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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:

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 mediator or mediator 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.

This is **EXHIBIT K**, consisting of [1] 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: _____
Title: _____
Date Signed: _____

Fleiss & Vander Brink

By: *[Signature]*
Print name: *Craig L. Shunder*
Title: *V.P.*
Date Signed: *9-7-2018*

RUS CERTIFICATION PAGEPROJECT NAME: Neighborhood Sewer Extensions Phase #1

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$ <u>531,000</u>
Resident Project Observation	\$ <u>266,000</u>
Additional Services	\$ <u>124,000</u>
TOTAL:	\$ <u>921,000</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Fleis and VandenBrink Engineering, Inc

9-7-2018

Engineer

Date



Name and Title

Charter Township of Oshtemo

Owner

Date

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Memo



To: Oshtemo Charter Township Board
From: Julie Johnston, AICP
Date: October 4, 2018
Mtg. Date: October 9, 2018
Subject: West Main Corridor Improvement Authority Consultant Proposal and Budget Amendment

OBJECTIVE

Township Board consideration of a proposal from Wade Trim to assist the Planning Department with the establishment of a Corridor Improvement Authority (CIA) on West Main Street, from Drake Road west to a point to be determined. In addition, approval of a budget amendment to cover the fees outlined in the proposal

BACKGROUND

The Township Master Plan focuses new nonresidential development generally between Drake Road west to 8th Street. This concentration of nonresidential development has been a long-term approach to future land use planning for Oshtemo, allowing approximately the western 2/3rds of the Township to remain relatively rural. This has, in turn, increased development pressure within the area planned for higher nonresidential densities.

The Township has a unique opportunity to help guide redevelopment and new economic opportunities within the West Main Street corridor before full build-out occurs. As new companies are drawn to the area because of the concentration of existing commercial businesses, traffic counts on West Main Street, access to US-131, and proximity to strong residential spending base, the Township can capitalize on this investment.

In order to have the opportunity to capture funds and use them for projects that benefit the West Main area, a CIA must be established and Development and Tax Increment Financing Plans approved. The process of creating the Development Plan is an opportunity to generate ideas for projects and identify objectives to accomplish within the West Main Street district. These projects

would occur over time, being accomplished as the Authority gains revenue during the planning period.

The revenue for the development projects is generated from tax increment financing. This funding is provided through taxes paid on the increased value created within the district by new investment. Staff has completed some initial estimates of possible new construction values along West Main Street from Drake Road west to the Township Hall, which could total upwards of \$285 million over the next 30 years.

The Planning Department's request is twofold:

1. Approve the Wade Trim proposal to assist staff in determining if a CIA is feasible along West Main Street, and then aid in the creation of the Development and Tax Increment Financing Plans.
2. Approve a budget amendment of \$5,000 to pay the proposal fee of \$9,000.

A budget amendment is needed as staff did not anticipate this project during the 2018 budget process. However, \$4,000 in miscellaneous funds is available in GL# 101-805-80800 - Consultant budget line item. The remaining funds can be obtained from within the Planning Department budget. Staff recommends a budget adjustment to GL# 101-805-90300 – Legal Notices. This budget line item still retains approximately \$18,387 of a \$25,000 budget. As this is the 4th quarter of the year, it is not anticipated that the total budget will be needed. The \$5,000 adjustment should not result in this line item being overbudget at the end of the year.

INFORMATION PROVIDED

- Consultant Proposal
- Budget Amendment Request



Wade Trim Associates, Inc.
500 Griswold • Suite 2500 • Detroit, MI 48226
313.961.3650 • www.wadetrim.com

October 3, 2018

Oshtemo Charter Township
7275 W. Main Street
Kalamazoo, MI 49009

Attention: Ms. Julie Johnston, AICP
Planning Director

Re: Proposal for Professional Assistance in the creation of a Corridor Improvement Authority

Dear Ms. Johnston:

As requested, we are providing a Scope of Work and Cost Estimate to assist the Township in the establishment of a new Corridor Improvement Authority (CIA) for the West Main corridor area. After the CIA is established, we would then assist the Township with the preparation and adoption of a Development Plan and Tax Increment Finance (TIF) Plan for the CIA.

Scope of Work – Establishing the CIA

We understand that the Township will lead the effort to establish the Corridor Improvement Authority. However, we will provide general advice and consultation throughout the CIA establishment phase. This will include the preparation of a detailed timeline and task list that the Township can follow to ensure that all of the State required steps are followed. We will also prepare a proposed CIA District boundary map, with base layers to include roads, parcels, and similar features. Finally, during this phase, we will prepare for presentations and attend up to two meetings with the Township, such as the public hearing, in support of the CIA.

Cost Estimate for this Phase: \$2,000

Scope of Work – Development Plan and Tax Increment Finance Plan

After the CIA is established, we will assist the Township in the preparation and adoption of a Development Plan for the CIA in accordance with the requirements of Section 21 of Public Act 208 of 2005. Specifically, we will:

- Prepare an adopted CIA District boundary map, with base layers to include roads, parcels, and similar features.
- Prepare a detailed existing conditions inventory and narrative, describing streets, non-motorized facilities, public facilities, utilities, existing land uses and future land use, as required by the Act. This will include various tables, graphics, and maps to support the existing conditions narrative.
- Based on the proposed projects/improvements list that the Township has already prepared, we will summarize and expound on the proposed projects in narrative form. We will also prepare graphics, tables, and maps that will illustrate the character and location of the proposed projects.

- Develop preliminary cost estimates for the proposed development projects.
- Prepare all other required informational elements per Section 21 of Public Act 208 of 2005.

The Township has already prepared the bulk of the technical work for the Tax Increment Finance Plan as required by Section 18 of Public Act 208 of 2005. This includes the various tables outlining the base year value of the district, projected taxable value increases, TIF revenue projections, and impact on taxing jurisdictions. The remaining tasks which Wade Trim will be responsible for will include:

- Prepare the various TIF tables in report format and a narrative to support the TIF tables.
- Prepare all other required information per Section 18 of Public Act 208 and 2005.

As part of the Development Plan and TIF Plan preparation and adoption process, we propose to prepare for and attend up to two meetings with the Township, such as the public hearing, in support of the effort.

Cost Estimate for this Phase: \$7,000

The costs noted above are lump-sum costs and are inclusive of all project expenses, such as project administration, mileage, and shipping. The costs include Wade Trim's attendance at four meetings with the Township during the effort. Attendance at additional Township meetings would be billed at a flat rate of \$400 per meeting.

We look forward to working with the Township on this important project. If you have any questions concerning the work plan, please contact us.

Very truly yours,

Wade Trim Associates, Inc.



Adam Young, AICP
Senior Project Manager

ACY:jel
AAA 8140-18

pw:\Doc\Client Info\Client\O\Oshtemo Township, Kalamazoo County - MI (Osh)\Proposals\Corridor Improvement Authority - 2018\Corres\Corridor Improvement Authority Assistance Proposal 10-3-18.docx

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: _____

Department Head Name: _____

Fund Name: _____

Amount

Additional Funds Request for: (description and GL number)	_____	_____
	_____	_____
	_____	_____

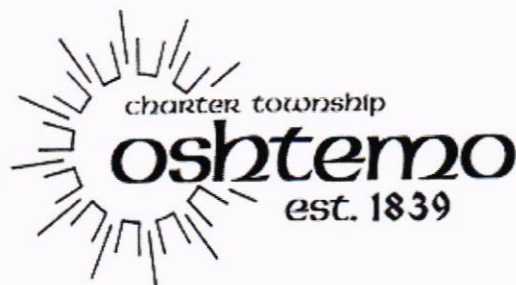
Funds requested from: (description and GL number)	_____	_____
	_____	_____
	_____	_____
	_____	_____

Explanation of request:

Supervisor Review: _____
(pending or date reviewed)

Board Authorization: _____
(pending or date authorized)

Memo



To: Oshtemo Charter Township Board
From: James W. Porter *JWP*
Date: October 3, 2018
Subject: Kalamazoo Hotels, LLC/Holiday Inn Liquor License

OBJECTIVE

To consider a liquor license for Holiday Inn at 1247 Westgate Drive, Kalamazoo, MI 49009.

BACKGROUND

Kalamazoo Hotels, LLC is seeking a liquor license for the new Holiday Inn Hotel to be constructed at 1247 Westgate Drive. I've been in contact with Christie Soderline with the AmeriLodge Group. She's provided us with updated plans for the restaurant facility which will seat approximately 75 persons. In addition, they have provided us with their request for local governmental approval for a liquor license issued under MCL 436.1531(4). This allows the Liquor Control Commission to issue 15 resort economic development licenses, provided the business operations are designed to attract and accommodate tourists and visitors to the area, the establishment's primary business is not the sale of alcoholic liquor, the capital investment exceeds \$1.5 million and the establishment does not permit gambling. It appears that they meet all the requirements for approval.

INFORMATION PROVIDED

See the attached liquor license application, Local Governmental Approval Resolution.

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

After reviewing the application, Counsel believes that the applicant complies with all of the provisions of the Township Liquor License Ordinance and requests approval of the liquor license.

JWP/y



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Toll Free: 1-866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ Township of Oshtemo _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Kalamazoo Hotels, LLC
(name of applicant)

for the following license(s): New Resort Class C liquor license issued under MCL 436.1531 (4)
(list specific licenses requested)

to be located at: 1247 Westgate Dr Kalamazoo, MI 49009.

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
 council/board at a _____ meeting held on _____
(regular or special) (date) (township, city, village)

 Print Name of Clerk

 Signature of Clerk

 Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



Mr. James Porter

Oshtemo Township

Re: Liquor License – Holiday Inn West Main St Oshtemo

Dear Mr. Porter,

Thank you for the information you provided regarding the liquor license. I have enclosed the application, plans for the hotel and site and the \$400 fee for the public hearing. Hopefully we are in time for the September 11th meeting. If there are any questions or documentation that I missed you can reach me at 248.601.2500 or Christie.soderling@amerilodgegroup.com.

Best Regards,

Christie Soderling
Project Analyst
Amerilodge Group

2369 Franklin Road
Bloomfield Hills, MI 48302
Phone: 248-601-2500 Fax: 248-651-0717
www.amerilodgegroup.com

"Our guests should not expect anything less than those qualities that they enjoy the most in their homes."

OSHEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
LIQUOR LICENSE APPLICATION

APPLICATION FOR LICENSE TO SELL BEER, WINE OR SPIRITS BY THE GLASS WITHIN THE TOWNSHIP

NAME AND ADDRESS OF APPLICANT(S) - Please list names and addresses of officers and directors and those having a major interest in the corporation.

Kalamazoo Hotels, LLC 23641 Franklin Rd Blmfld Hts, Mi 48302

Asad M. Malik 1130 E. Square Lake Rd. Blmfld Hts, Mi 48304

CITIZENSHIP OF APPLICANT(S) - Please include birthplace(s) and/or time and place of naturalization.

Detroit, Michigan, USA

CHARACTER OF THE BUSINESS - Please explain and include length of time in business.

Holiday Inn Hotel. This is new construction.

Asad Malik has built + managed hotels since 2003.

LOCATION AND DESCRIPTION OF THE PREMISES OR PLACE OF BUSINESS WHICH IS TO BE OPERATED UNDER THE LICENSE.

130 Room Holiday Inn located at 5712 W. Main St. Kalamazoo 49009. Hotel will have a restaurant/bar

OTHER APPLICATIONS FOR A SIMILAR OR OTHER LICENSE ON PREMISES OTHER THAN THE ONE BEING REQUESTED.

Asad has liquor licenses currently under Bay City Hotels, LLC (Courtyard by Marriott), Battle Creek Hotels, LLC (Courtyard By Marriott)

F+ B Hospital (Wyndham Garden - Sterling Heights Holiday Inn Mt Pleasant)
CRIMINAL RECORD - EVER BEEN CONVICTED OF A FELONY. 3155 Boardwalk (Holiday Inn - Ada)
N/D.

AGREEMENT TO BE LAW ABIDING AND NOT VIOLATE ANY LAWS OF THE STATE OF MICHIGAN, THE UNITED STATES OR TOWNSHIP ORDINANCES.

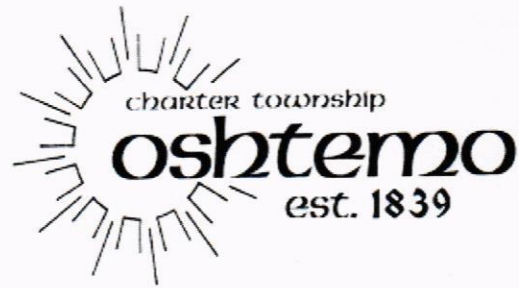
AS
8/22/18
(Signature and Date)

(Signature and Date)

PLEASE PROVIDE BUILDING AND PLOT PLANS SHOWING THE ENTIRE STRUCTURE AND PREMISES, IN PARTICULAR THE AREAS WHERE THE LICENSE IS TO BE UTILIZED.

PLEASE PROVIDE PLANS TO SHOW ADEQUATE OFF-STREET PARKING, LIGHTING, REFUSE DISPOSAL AND, WHERE APPROPRIATE, PLANS FOR SCREENING AND/OR NOISE CONTROL.

Memorandum



Date: October 4, 2018
To: Township Board
From: Karen High, Parks Director
Re: Drake Farmstead Park Carriage Barn & Barrier-Free Ramp Contract and Budget Amendment

OBJECTIVE

Request to authorize Supervisor to sign a contract with Glas Associates for construction of the carriage barn and barrier-free ramp at Drake Farmstead Park. A budget amendment is also requested, but no new General Funds are needed.

INFORMATION

The carriage barn and barrier-free ramp are the primary components left to complete in Drake Farmstead Park Phase 1. \$149,000 have already been raised for these projects by Capital Campaign volunteers.

Total cost for both projects is \$391,000. This includes \$387,000 for the contract with Glas Associates and \$4,000 to purchase timbers from a local saw mill with assistance from local resident Andy Jean.

The 2018 amended budget includes \$308,500 for construction of the carriage barn. The attached budget amendment proposes using the 2018 contribution to the Oshtemo Parks and Recreation Endowment Fund for the carriage barn, which would increase the budget to \$358,500. This concept was favorably discussed by the Board at their August 28 Budget Workshop.

The barrier-free ramp was intended to be built in 2017, so no funds were included in the 2018 budget. The project was delayed because the bids were higher than anticipated. The attached budget amendment proposes using \$48,000 from carryover to cover the cost of the ramp. The combined carriage barn and ramp funds total \$406,500. This allows for a 4% contingency on the \$391,000 project cost.

SUMMARY

Revenue

2018 Amended budget	\$308,500
(Repurposed) 2018 contribution to the parks endowment fund	\$50,000
Carryover (Park Fund Savings)	\$48,000
Total	\$406,500

Expenditure

Contract with Glas Associates for carriage barn and ramp	\$387,000
Timbers (Wholesale through Oshtemo resident contribution)	\$4,000
Contingency during construction	\$15,500
Total	\$406,500

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 10/04/2018

Department Head Name: Karen High

Fund Name: 107 Parks

		Amount	
Additional Funds Request for: (description and GL number)	<u>Capital Outlay/Improvements Drake Ph 1</u>	<u>107-756-97400.DRFMP1</u>	\$ 98,000.00
	_____	_____	_____
	_____	_____	\$ 98,000.00
Funds requested from: (description and GL number)	<u>Carryover</u>	<u>107-751-40100</u>	\$ 48,000.00
	<u>Capital Outlay/Improvements, KCF annual contribution to Parks & Recreation Fund</u>	<u>107-756-97400</u>	\$ 50,000.00
	_____	_____	_____
	_____	_____	_____
	_____	_____	\$ 98,000.00

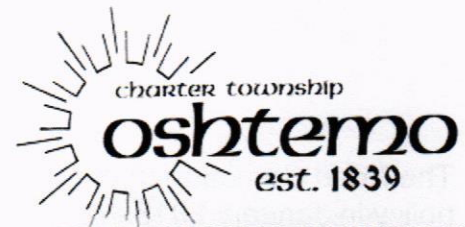
Explanation of request:

This request will allow construction of the Drake Farmstead carriage barn and barrier-free ramp to move forward in fall 2018.

Supervisor Review:
(pending or date reviewed)

KE 3 OCT 2018

Board Authorization:
(pending or date authorized)



7275 W. MAIN STREET, KALAMAZOO, MI 49009
269-216-5220 Fax 269-375-7180 www.oshtemo.org

Memorandum

Date: October 3, 2018

To: Board Members

From: Jamie Baker, Public Works

Subject: Southwest Michigan Bikeway

OBJECTIVE:

Update the Board on the Southwest Michigan Bikeway initiative and obtain Board approval for a resolution supporting a specific sign for the Southwest Michigan Bikeway.

BACKGROUND:

The Kalamazoo Regional Bike Route Committee (KRBRC) was formed in 2015 to identify specific bike routes used by commuter bikers in the Kalamazoo area. The KRBRC members include Oshtemo Township, City of Kalamazoo, Portage, Kalamazoo Township, Comstock Township, Cooper Township, Texas Township, and local biking enthusiasts. The work of the committee resulted in Attachment 1, the Kalamazoo Area Transportation Study (KATS) 2045 Metropolitan Transportation Plan Map 7: Proposed Bike Commuter Routes which was adopted by KATS in April 2016. KATS is not an implementation agency; the intention was and remains for the KRBRC to continue its work to coordinate implementation.

DISCUSSION:



M1-8a Sign

The KRBRC recommends using the M1-8a sign for the Southwest Michigan Bikeway. This sign meets all requirements of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD). The other members of the KRBRC have committed to using this sign for the Map 7 commuter bike routes in their jurisdictions. Continuity of signage across jurisdictions is necessary to facilitate wayfinding. Therefore, Township staff recommend the Board adopting the attached resolution (Attachment 2) supporting the use of the M1-8a sign for the Southwest Michigan Bikeway routes in Oshtemo Township.

The Road Commission of Kalamazoo County (RCKC) adopted a sign policy in January 2018 that selected the D11-1c sign for the commuter bike routes. It unclear why the RCKC chose this sign when they knew the KRBRC was going to recommend a different sign. Since the City of Kalamazoo and Portage have committed to using the M1-8a sign, there will not be continuity in bike route signage between the cities and the townships at this time. The attached resolution, and the resolutions planned in the other townships, is part of the process to align signage in all jurisdictions.



D11-1c Sign

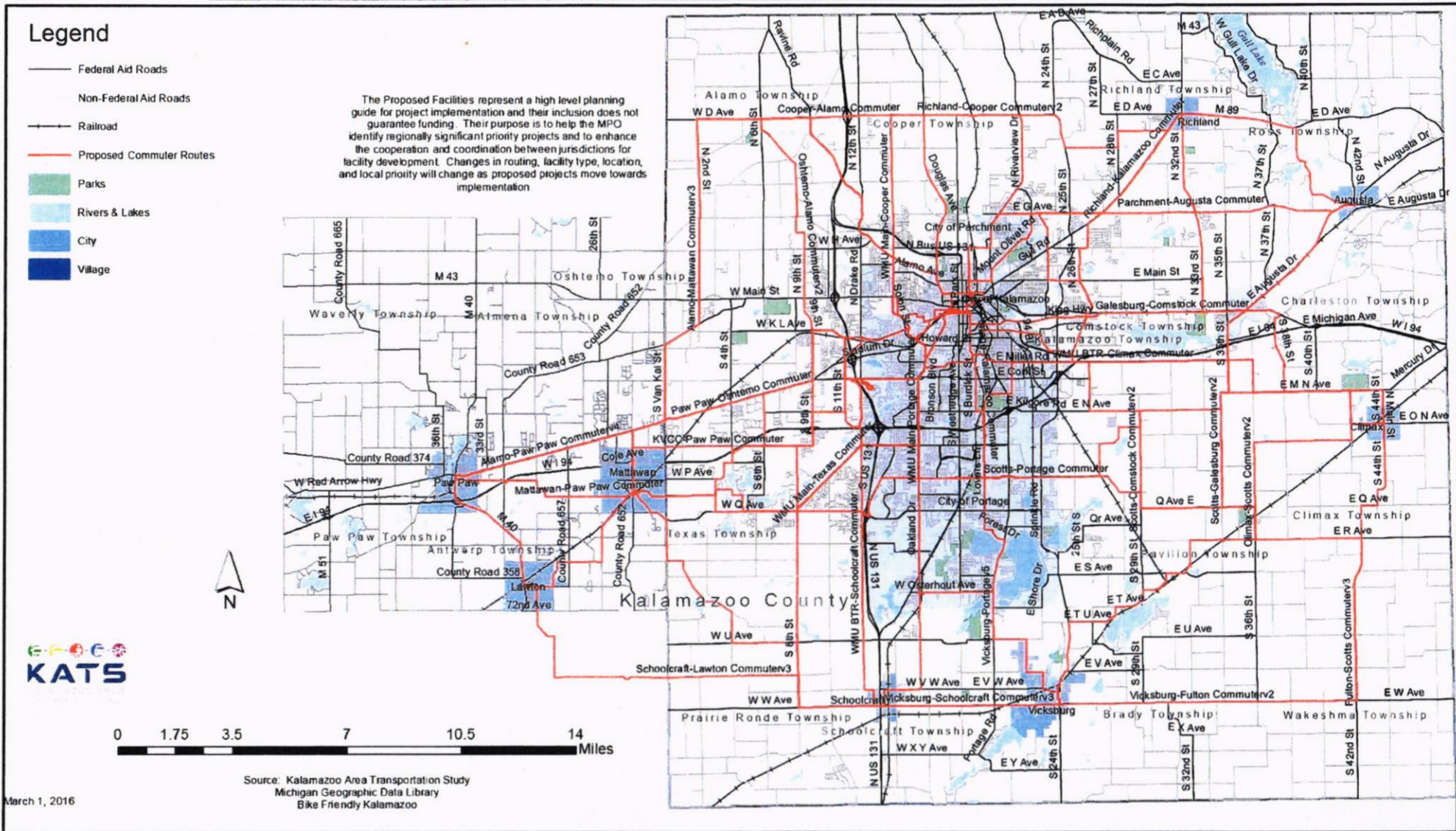
Additionally, unbeknownst to Oshtemo Public Works staff, the RCKC has started to install the D11-1c bike route signs on Oshtemo streets, specifically 12th Street between Parkview Ave and the Township south border, and on 11th Street between KL Ave and Stadium Drive. Since Oshtemo has not yet officially adopted the bike routes as part of our non-motorized plan, Township staff verbally asked the RCKC to stop installing bike route signs in Oshtemo until Oshtemo formally applies for the preferred bike route signs, a process detailed in the RCKC sign policy. If the Board adopts the Attachment 2 resolution, Township staff will apply for the commuter bike routes M1-8a sign. The first bike routes that we will apply for will be the 12th Street and 11th Street sections.

Lastly, as part of the *Go! Green* Oshtemo non-motorized plan update, the KATS commuter bike routes will be officially incorporated into the Oshtemo Non-Motorized Facilities Plan.

ATTACHMENTS:

1. Map 7: Proposed Bike Commuter Routes, KATS 2045 Metropolitan Transportation Plan
2. Resolution of Support for the Kalamazoo Regional Bike Route Sign Design for the Southwest Michigan Bikeway

Map 7: Proposed Bike Commuter Routes



CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN

**RESOLUTION OF SUPPORT
KALAMAZOO REGIONAL BIKE ROUTE COMMITTEE SIGN DESIGN
FOR THE
SOUTHWEST MICHIGAN BIKEWAY**

Effective: October xx, 2018

WHEREAS, there is strong interest in the greater Kalamazoo area to implement the regional, cross-jurisdictional network of bike routes illustrated in Map 7: Proposed Bike Commuter Routes adopted in the Kalamazoo Area Transportation Study's 2045 Metropolitan Transportation Plan Non-Motorized Element, and

WHEREAS, the Kalamazoo Regional Bike Route Committee (KRBRC) is a committee made up of representatives of townships, cities, villages, Road Commission of Kalamazoo County (RCKC), Michigan Department of Transportation (MDOT) and bicycling stakeholders working to implement this bike route network and has been voluntarily and cooperatively meeting in the highest traditions of intergovernmental collaboration since June 2016 toward that goal, and

WHEREAS, during this cooperative effort, the name of the regional bike route network was chosen by the KRBRC to be the Southwest Michigan Bikeway, and

WHEREAS, during this process the KRBRC also received input from Discover Kalamazoo suggesting that a complete signed network of cross-jurisdictional bicycle routes with a unique and identifiable name, logo and sign could promote economic development in the region, since state and national bicycling groups would consider holding events in the Kalamazoo area utilizing the Southwest Michigan Bikeway, and

WHEREAS, the KRBRC has spent more than two years seeking input from officials from around the region on the name, logo, and sign to be used to identify the Southwest Michigan Bikeway, and

WHEREAS, input from the MDOT, the RCKC, the City of Portage, the City of Kalamazoo, and other local units has been publicly requested, obtained, and considered throughout this sign design process, and

WHEREAS, using this systematic open process, the KRBRC is finalizing the sign to identify the network, and, given the significant input received from state and local units as well as economic development specialists, has selected the M1-8a sign from the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) as the most suitable template for the sign, and

WHEREAS, the implementation process has reached the point where each community needs to formally support use of the M1-8a sign as the sign chosen to identify this cross-jurisdictional bike route network and facilitate wayfinding.

NOW THEREFORE BE IT RESOLVED that Oshtemo Charter Township supports the use of the M1-8a sign with the KRBRC's design to sign the Southwest Michigan Bikeway, together with KRBRC's recommended MMUTCD (M and D series) wayfinding signs.

A motion was made by _____, seconded by _____, to adopt the foregoing Resolution.

Upon a roll call vote, the following voted "Aye":

The following voted "Nay":

The following "Abstained":

The Supervisor declared that the Resolution has been adopted.

DUSTY FARMER, Clerk
Oshtemo Charter Township

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of an Excerpt of the Minutes of a meeting of the Oshtemo Charter Township Board, held on _____, 2018, at which meeting _____ members were present and voted upon the same as indicated in said Minutes; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan.

DUSTY FARMER, Township Clerk

CHARTER TOWNSHIP OF OSHTEMO
COUNTY OF KALAMAZOO, MICHIGAN

Minutes of a regular meeting of the Township Board of the Charter Township of Oshtemo, held at the Township Hall, 7275 W. Main St., Kalamazoo, Michigan, on the 9th day of October, 2018, at 6:00 p.m.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution was offered by Member _____ and seconded by Member _____:

RESOLUTION NO. _____

RESOLUTION TO ACQUIRE AND CONSTRUCT CAPITAL IMPROVEMENTS, PUBLISH NOTICE OF INTENT TO ISSUE CAPITAL IMPROVEMENT BONDS AND MATTERS RELATED THERETO

WHEREAS, it is necessary for the public health, safety and welfare of the Charter Township of Oshtemo (the "Township") to issue and sell capital improvement bonds pursuant to Section 517(1) of Act 34 of the Public Acts of Michigan of 2001, as amended ("Act 34"), to pay part of the cost of the acquisition and construction of extensions to the Township's sanitary sewer system and related road improvements including, without limitation, extensions in Westport, Meadowbrook, Frie & Gibbs, County Club, Whitegate Farms, Fairlane, and Skyridge Plat including Meridian Street (in entirety), Sunset Street (in entirety), 11th Street (Parkview Avenue to N Avenue) KL Avenue (8th Street to Autumn Way Boulevard), Beech Street (In entirety), 7th Street (West Main Street to South of Cross Country Drive) and West Main Street (8th Street to Township Hall west property line); together with related improvements and appurtenances including, but not limited to, sidewalk and shared paths installation, necessary easements, rights-of-way and interests in land, and the expenses of Township engineering, legal and financial consultants (together, the "Project"); and

WHEREAS, the current pre-bid estimate of cost of the Project, including construction, legal, financial, administrative and contingency costs, is \$30,000,000; and

WHEREAS, it is necessary and in the best interest of the Township to authorize the publication of a Notice of Intent to Issue Bonds in the not-to-exceed amount of \$30,000,000 (the "Notice of Intent"), and to set forth the Township Board's intent with respect to the issuance of capital improvement bonds, in one or more series, in the not-to-exceed aggregate amount of \$30,000,000 for the Project; and

WHEREAS, it is necessary to publish the Notice of Intent to Issue Bonds pursuant to Section 517(2) of Act 34; and

WHEREAS, Section 517(3) of Act 34 provides that the debt limit for bonds issued in accordance with Section 517(1) of Act 34 is five percent (5%) of the Township's state equalized valuation; and

WHEREAS, Section 517(1) of the Act provides that:

"the amount of taxes necessary to pay the principal and interest on that municipal security, together with the taxes levied for the same year, shall not exceed the limits authorized by law."

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. The Township hereby determines to acquire and construct the Project and to pay for part of the costs of the Project by the issuance of capital improvement bonds in one or more series pursuant to Section 517(1) of Act 34 in the maximum principal amount of \$30,000,000. The balance of the costs of the Project shall be paid from grant funds, if any, investment earnings, if any, on bond proceeds, and other legally available funds. It is currently expected that bonds in one or more series will be issued by the Township to evidence a low-interest loan in the estimated amount of \$27,196,000 by the U.S. Department of Agriculture's Rural Development agency ("Rural Development") for the sanitary sewer and road improvement portions of the Project. The balance of

the Project for sidewalk and shared paths installation and related costs would be paid from the issuance of a separate series of bonds to be issued by the Township, which would not be included in the loan from Rural Development.

2. The Township hereby determines that, based upon the Township's 2018 state equalized value of \$988,912,100, the Township's debt limit for bonds issued in accordance with Section 517(1) of Act 34 is \$49,445,605, and the Township further determines that the bonds proposed for the Project in the maximum amount of \$30,000,000 may be issued by the Township within the aforestated debt limit.

3. The principal and interest on the proposed bonds shall be payable from the Township's Sewer Fund, other legally available funds, or a combination thereof. The Township Board does not expect that it will be necessary to levy any additional taxes to pay the principal and interest on the proposed bonds and, in no event, will any taxes necessary to pay the principal of and interest on the bonds, together with other taxes levied for the same year, exceed the limits authorized by law.

4. A notice of intent to issue capital improvement bonds in substantially the form attached hereto as Exhibit A (the "Notice") shall be published in accordance with Section 517(2) of Act 34 in the *Kalamazoo Gazette*, a newspaper of general circulation in the Township and determined to be the newspaper reaching the largest number of persons to whom the Notice is directed. The Notice shall not be less than 1/4 page in size in the newspaper.

5. The Township Board does hereby determine that the form of Notice and the manner of publication directed is the method best calculated to give notice to the Township's electors of this Township's intent to issue the bonds, the maximum amount of the bonds, the purpose of the bonds, the source of payment and security for the bonds, the right of referendum on the issuance of the

bonds and such other information as this Township Board determines necessary to adequately inform the Township's electors of the nature of the issue.

6. All resolutions or portions thereof inconsistent with the provisions of this resolution are hereby rescinded.

YEAS: Members: _____

NAYS: Members: _____

ABSTAIN: Members: _____

RESOLUTION DECLARED ADOPTED.

Dusty Farmer, Clerk
Charter Township of Oshtemo

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Oshtemo, Kalamazoo County, Michigan (the "Township"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting on the 9th day of October, 2018, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this ____ day of October, 2018.

Dusty Farmer, Clerk
Charter Township of Oshtemo

EXHIBIT A

NOTICE TO ELECTORS OF THE CHARTER TOWNSHIP OF OSHTEMO OF THE TOWNSHIP'S INTENT TO ISSUE CAPITAL IMPROVEMENT BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE THAT THE CHARTER TOWNSHIP OF OSHTEMO intends to issue Capital Improvement Bonds in one or more series in a maximum amount which shall not exceed \$30,000,000.

PURPOSE

The Bonds shall be issued for the purpose of defraying part of the cost of the acquisition and construction of capital improvements within the Township consisting of extensions to the Township's sewer system and related road improvements including, without limitation, extensions in Westport, Meadowbrook, Frie & Gibbs, County Club, Whitegate Farms, Fairlane, and Skyridge Plat including Meridian Street (in entirety), Sunset Street (in entirety), 11th Street (Parkview Avenue to N Avenue) KL Avenue (8th Street to Autumn Way Boulevard), Beech Street (In entirety), 7th Street (West Main Street to South of Cross Country Drive) and West Main Street (8th Street to Township Hall west property line); together with related improvements and appurtenances including, but not limited to, sidewalk and shared paths installation, necessary easements, rights-of-way and interests in land, and the expenses of Township engineering, legal and financial consultants (together, the "Project").

ESTIMATED PROJECT COST

The total estimated cost of the proposed Project, including contingency, is \$30,000,000. The costs of the Project shall be paid from bond proceeds, investment earnings, if any, on bond proceeds, and other legally available funds. It is currently expected that one or more series of the bonds, in the estimated amount of \$27,196,000, will be issued by the Township to evidence a low-interest loan by the U.S. Department of Agriculture's Rural Development agency for the sanitary sewer and road improvement portions of the Project. The balance of the cost of the Project (sidewalk and shared paths installation and related costs) would be paid from the issuance of a separate series of bonds to be issued by the Township, which would not be included in the loan from Rural Development.

MAXIMUM AMOUNT AND TERMS OF REPAYMENT

The Bonds shall be issued in one or more series in a maximum aggregate amount not to exceed \$30,000,000, shall mature serially with interest on the unpaid balance at a rate not to exceed the maximum rate of interest allowed by law and shall be repaid over a term not to exceed the maximum term permitted by law. The Bonds shall be issued pursuant to Act 34 of the Public Acts of Michigan of 2001, as amended.

SOURCE OF PAYMENT AND SECURITY FOR THE BONDS

The principal of and interest on the Bonds shall be payable from revenues of the Township's Sewer System and/or the Township's General Fund, other legally available funds or a combination thereof, and shall be a general obligation of the Township secured by the Township's full faith and

credit and limited tax pledge, within applicable statutory and constitutional tax limitations applicable to the Township. THE TOWNSHIP DOES NOT REASONABLY EXPECT THAT IT WILL BE NECESSARY TO LEVY ANY ADDITIONAL TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE PROPOSED BONDS AND FURTHER THE TOWNSHIP WILL NOT HAVE THE AUTHORITY TO LEVY ADDITIONAL TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS OVER PRESENTLY EXISTING TOWNSHIP MILLAGE LIMITS WITHOUT A FURTHER VOTE OF TOWNSHIP ELECTORS.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF TOWNSHIP ELECTORS APPROVING THE BONDS, UNLESS, WITHIN 45 DAYS FROM THE DATE OF PUBLICATION OF THIS NOTICE OF INTENT, A PETITION, SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE LIMITS OF THE CHARTER TOWNSHIP OF OSHTEMO, SHALL BE FILED WITH THE TOWNSHIP BOARD REQUESTING A REFERENDUM UPON THE QUESTION OF THE ISSUANCE OF THE BONDS. IF PETITIONS ARE SO FILED, THE BONDS SHALL NOT BE ISSUED UNTIL APPROVED BY THE VOTE OF A MAJORITY OF THE ELECTORS OF THE TOWNSHIP QUALIFIED TO VOTE AND VOTING ON THE QUESTION OF ISSUING THE BONDS AT A GENERAL OR SPECIAL ELECTION.

This Notice is published pursuant to the requirements of Section 517 of Act 34 of the Public Acts of Michigan of 2001, as amended, and was approved by the Township Board of the Charter Township of Oshtemo on October 9, 2018.

Dusty Farmer, Township Clerk
Charter Township of Oshtemo

10/05/2018

DRAFT BUDGET REPORT FOR OSHTEMO CHARTER TOWNSHIP
 Calculations through 12/31/2018



		2017	2018	2018	2019
		ACTIVITY	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION		BUDGET	THRU 12/31/18	BUDGET
ESTIMATED REVENUES					
Dept 000 - General					
101-000-68200	Debt Proceeds				1,654,126.00
	2019 Capital Improvement Bond (Non-motorized)				
Totals for dept 000 - General					1,654,126.00
Dept 001 - Revenue					
101-001-40100	Carryover		1,463,847.00		251,962.34
101-001-40300	Current Real Property Tax	724,092.13	779,470.00	753,603.32	806,000.00
101-001-40400	Street Lights Tax	141,984.60	147,412.00	146,680.54	
101-001-40500	2010-1 Sidewalk				
101-001-40700	Delq P.P. Tax				
101-001-40900	Act 198 Tax Collection		2,500.00		2,500.00
101-001-43000	Payments in Lieu of Taxes	2,007.41	2,000.00	2,002.26	2,000.00
101-001-44500	Other Tax Related Revenue	9,481.75		1,488.62	
101-001-44600	Penalties/Interest Taxes	7,227.11			
101-001-44700	Property Tax Admin Fee	319,543.31	330,671.00	326,325.82	338,000.00
	1% Summer, 1% Winter				
101-001-45200	Animal Licenses	190.00	200.00	197.00	200.00
101-001-45300	Manufactured Home Comm Fees	8,963.02	3,000.00	9,445.50	5,000.00
101-001-45400	Hawkers/Peddlers		100.00	100.00	100.00
101-001-47500	Miscellaneous	3,967.89	10,000.00	18,967.15	10,000.00
	FOOTNOTE AMOUNTS:				10,000.00
	SMBA Legal Fees				
101-001-47600	Reimburse Revenue	15,942.50	13,000.00	8,513.50	13,260.00

	FOOTNOTE AMOUNTS:				13,260.00
	Meijer Corp for Bus Service, 131 to 9th Street				
101-001-47700	SRS-Right of Way	15,826.82	16,000.00		16,000.00
101-001-48000	Federal Grant				
101-001-57400	SRS-Sales Tax Statutory	66,255.00	75,068.00	25,022.00	75,017.00
	FOOTNOTE AMOUNTS:				57,481.00
	Statutory				
	FOOTNOTE AMOUNTS:				17,536.00
	Statutory Supplemental				
	GL # FOOTNOTE TOTAL:				75,017.00
101-001-57500	SRS-Sales Tax Constitutional	1,795,381.00	1,758,164.00	572,705.49	1,840,215.00
101-001-57600	Other Grants		929,030.00		929,030.00
	FOOTNOTE AMOUNTS:				320,800.00
	MDOT Safety Grant, Drake Rd Path from Green Meadows to W MI Ave				
	FOOTNOTE AMOUNTS:				417,458.00
	MDOT Transportation Alternatives Grant, Drake Rd Sidewalk from M43 to Green Meadows (Sect 02)				
	FOOTNOTE AMOUNTS:				30,000.00
	SoDA Reimbursement #2 to Twp for Drake Rd Non-Motorized Facilities				
	FOOTNOTE AMOUNTS:				25,000.00
	Other Development Revenue (NM/Sidewalk Participation Agreements)				
	FOOTNOTE AMOUNTS:				135,772.00
	MDOT Transportation Alternatives Grant (Drake Rd Path from W MI to Stadium (Sect 01)				
	GL # FOOTNOTE TOTAL:				929,030.00
101-001-60300	FOIA Payment			2,204.68	
101-001-60500	Cable Fees	183,659.95	200,000.00	85,349.25	200,000.00
101-001-60700	Election Reimbursement	8,175.00	10,000.00		
101-001-61400	Planning Escrow			(350.00)	
101-001-61500	Planning Fees	29,440.00	40,000.00	26,135.00	30,000.00
101-001-61700	Metal Recycling Revenue	3,930.15	3,400.00	3,080.30	3,500.00
101-001-61800	Sidewalk Permit/Inspection				
101-001-63400	Grave Openings	10,970.00	10,000.00	16,629.72	40,000.00
101-001-64300	Sales of Lots	4,605.00	3,000.00	2,925.00	5,000.00
101-001-64500	Monument Installations	(299.28)		(314.24)	
101-001-64600	Transfer of Deed				

101-001-65100	Interest 2014 Sidewalk Assmt				
101-001-65200	Interest 2014-1 Road Assmts				
101-001-66500	Interest Earned	20,113.99	6,000.00	10,821.46	14,000.00
101-001-67300	Sales-Fixed Assets				
101-001-67600	Contribution-Other Funds				
101-001-69900	SMBA Facility Fee	5,000.00	20,000.00	20,000.00	20,000.00
Totals for dept 001 - Revenue		3,376,457.35	5,822,862.00	2,031,532.37	4,601,784.34
TOTAL ESTIMATED REVENUES		3,376,457.35	5,822,862.00	2,031,532.37	6,255,910.34

APPROPRIATIONS					
Dept 110 - Transfer to Other Funds					
101-110-96510	Transfer to Other fund				250,000.00
	FOOTNOTE AMOUNTS:				250,000.00
	Transfer to sewer - per bond				
101-110-96520	Transfer to Revolving				
101-110-96540	Transfer to Police Fund	33,320.00	38,400.00	38,400.00	2,400.00
	Ordinance Enforcement Dept				
	FOOTNOTE AMOUNTS:				2,400.00
	PEO Program				
101-110-96550	Transfer to Other Funds	934,000.00	5,000.00		
101-110-96560	Transfer to Parks Fund	532,050.00	220,000.00	211,736.00	175,000.00
101-110-96570	Transfer to Street Lighting				
	Totals for dept 110 - Transfer to Other Funds	1,499,370.00	263,400.00	250,136.00	427,400.00
Dept 171 - Supervisor					
101-171-70200	Salaries	122,341.25	146,026.00	102,912.29	130,752.48
	Supervisor 1 FTE				
	HR Specialist .5 FTE				
	Admin Assistant .2 FTE				
	Assist to Supervisor/Additional Project Staffing .5 FTE				
101-171-70200.HUMANR	Salaries	23,240.82			
101-171-70300	Salary-Staff	(11,148.35)			
101-171-70300.HUMANR	Salary-Staff	2,705.04			
101-171-70300.SUPERS	Salary-Staff	9,198.66			
101-171-71500	Payroll Taxes - FICA	8,644.11	11,101.00	7,619.52	10,002.56
101-171-71500.HUMANR	Payroll Taxes - FICA	1,984.81			
101-171-71500.SUPERS	Payroll Taxes - FICA	642.20			
101-171-72200	Pension Plan	11,516.07	11,608.00	4,385.54	8,380.20
101-171-72200.HUMANR	Pension Plan	1,037.85			
101-171-72200.SUPERS	Pension Plan	367.95			
	Totals for dept 171 - Supervisor	170,530.41	168,735.00	114,917.35	149,135.24

Dept 173 - Clerk					
101-173-70200	Salaries	111,440.89	115,679.00	79,903.21	112,057.65
	Clerk				
	Deputy Clerk .925 FTE (80% Clerk's Office, 20% General)				
	Clerk's Assistant .925 FTE (25% Clerk's Office, 50% Treasurer, 25% General)				
	Additional Hours				
101-173-70300	Salary-Staff	(6,035.00)			
101-173-70300.CLERKS	Salary-Staff	6,034.50			
101-173-71500	Payroll Taxes - FICA	8,083.45	8,929.00	5,725.00	8,572.42
101-173-71500.CLERKS	Payroll Taxes - FICA	408.96			
101-173-72200	Pension Plan	7,228.69	9,264.00	3,415.71	8,964.60
101-173-72200.CLERKS	Pension Plan	241.38			
Totals for dept 173 - Clerk		127,402.87	133,872.00	89,043.92	129,594.67
Dept 174 - Treasurer					
101-174-70200	Salaries	77,116.41	91,848.00	69,192.22	94,470.02
	Treasurer 1 FTE				
	Assistant Treasurer .6 FTE				
	Additional Hours				
	Deputy Treasurer				
101-174-70300	Salary-Staff	(72.00)			
101-174-70300.TREASR	Salary-Staff	72.00			
101-174-71500	Payroll Taxes - FICA	5,948.17	6,902.00	5,038.71	7,127.49
101-174-71500.TREASR	Payroll Taxes - FICA	4.90			
101-174-72200	Pension Plan	6,558.76	7,218.00	2,876.03	7,453.60
101-174-72200.TREASR	Pension Plan	2.88			
101-174-73000	Postage	4,918.17	4,500.00	2,689.27	
Totals for dept 174 - Treasurer		94,549.29	110,468.00	79,796.23	109,051.11
Dept 175 - Trustees					
101-175-70200	Salaries	24,680.00	28,000.00	18,360.00	28,000.00
101-175-71500	Payroll Taxes - FICA	1,888.03	2,142.00	1,404.55	2,240.00
Totals for dept 175 - Trustees		26,568.03	30,142.00	19,764.55	30,240.00

Dept 191 - Elections					
101-191-71500	Payroll Taxes - FICA	(11.00)			
101-191-71500.ELECTN	Payroll Taxes - FICA	11.33			
101-191-72200	Pension Plan	(19.00)			
101-191-72200.ELECTN	Pension Plan	19.16			
101-191-72800	Supplies	4,155.67	8,400.00	2,842.23	2,800.00
	FOOTNOTE AMOUNTS:				2,800.00
	Voter ID cards, postcards, precinct signage, refill precinct supply boxes				
101-191-73000	Postage	1,210.68	9,500.00	4,144.24	1,000.00
	FOOTNOTE AMOUNTS:				1,000.00
	Postage for ID cards and AV				
101-191-80800	Precinct Workers	9,600.00	40,000.00	13,300.00	
	No elections scheduled				
101-191-80800.ELECTN	Precinct Workers	533.63			
101-191-90300	Legal Notices		3,000.00		
101-191-97000	Capital Outlay-Equipment	5,423.88			
Totals for dept 191 - Elections		20,924.35	60,900.00	20,286.47	3,800.00
Dept 201 - Information Technology					
101-201-72800	Supplies	2,997.97	3,000.00	2,514.32	3,000.00
101-201-80500	Computer Support	57,595.10	65,000.00	57,424.74	63,900.00
	FOOTNOTE AMOUNTS:				18,000.00
	BS&A Annual Support				
	FOOTNOTE AMOUNTS:				5,000.00
	Encode Ordinance Hosting				
	FOOTNOTE AMOUNTS:				1,100.00
	Apex Software				
	FOOTNOTE AMOUNTS:				2,800.00
	BS&A Seats				
	FOOTNOTE AMOUNTS:				12,000.00
	Consultant for Support Firewall Monitoring				
	FOOTNOTE AMOUNTS:				150.00
	Web Page Support Fees				

	FOOTNOTE AMOUNTS:				4,500.00
	Laserfiche				
	FOOTNOTE AMOUNTS:				2,700.00
	GIS Licensing				
	FOOTNOTE AMOUNTS:				16,850.00
	IT Additional Costs				
	FOOTNOTE AMOUNTS:				100.00
	SSL				
	FOOTNOTE AMOUNTS:				700.00
	Community Center WiFi				
	GL # FOOTNOTE TOTAL:				63,900.00
101-201-80800	Consultant/Special Projects	780.00			
101-201-93300	Equipment Maintenance	148.50			
101-201-97000	Capital Outlay	23,756.86	30,275.00	13,496.52	60,000.00
	FOOTNOTE AMOUNTS:				10,000.00
	Computer Replacements (3)				
	FOOTNOTE AMOUNTS:				50,000.00
	Server Replacements (per schedule)				
	GL # FOOTNOTE TOTAL:				60,000.00
Totals for dept 201 - Information Technology		85,278.43	98,275.00	73,435.58	126,900.00
Dept 209 - Assessing/Tax Records					
101-209-70200	Salaries	103,773.95	118,095.00	79,745.77	113,574.08
	Assessor 1 FTE				
	Assistant to Assessor 1 FTE				
	Additional Hours				
101-209-70200.B OF R	Salaries/Clerical	183.97			
101-209-70200.CUSTMR	Salaries/Clerical	4,247.22			
101-209-70200.EDUCAT	Salaries/Clerical	227.28			
101-209-70200.FIELDW	Salaries	1,219.97			
101-209-70200.PERPRP	Salaries/Clerical	108.70			
101-209-70200.REVIEW	Salaries/Clerical	3,032.26			
101-209-70300	Board of Review Salaries	1,700.00	2,500.00	1,755.00	2,500.00
	\$65/half day & \$130 full day				

101-209-71500	Payroll Taxes - FICA	8,311.73	9,033.00	6,165.97	8,688.41
101-209-71500.B OF R	Payroll Taxes - FICA	14.08			
101-209-71500.CUSTMR	Payroll Taxes - FICA	324.91			
101-209-71500.EDUCAT	Payroll Taxes - FICA	17.38			
101-209-71500.FIELDW	Payroll Taxes - FICA	93.32			
101-209-71500.PERPRP	Payroll Taxes - FICA	8.32			
101-209-71500.REVIEW	Payroll Taxes - FICA	231.97			
101-209-72200	Pension Plan	8,663.15	9,449.00	3,364.48	9,085.92
101-209-72200.B OF R	Pension Plan	7.36			
101-209-72200.CUSTMR	Pension Plan	169.87			
101-209-72200.EDUCAT	Pension Plan	9.09			5,555.00
101-209-72200.FIELDW	Pension Plan	48.81			
101-209-72200.PERPRP	Pension Plan	4.35			
101-209-72200.REVIEW	Pension Plan	121.29			
101-209-72800	Supplies	3,008.26	4,000.00	1,928.16	4,000.00
101-209-73000	Postage	4,001.83	6,000.00	2,982.57	6,200.00
101-209-75100	Vehicle Gas & Maintenance				
101-209-80700	Contracted Appeals	57,508.00	55,000.00	26,167.34	60,000.00
	FOOTNOTE AMOUNTS:				28,000.00
	Legal				
	FOOTNOTE AMOUNTS:				32,000.00
	Commercial Appraisal				
	GL # FOOTNOTE TOTAL:				60,000.00
101-209-80900	Contracted/Clerical				
101-209-82000	Engineering Fees	14,471.00	15,000.00	11,819.00	15,000.00
101-209-82600	Legal Fees	5,730.00	12,200.00	6,090.00	12,000.00
101-209-87000	Mileage	132.00	800.00	235.44	800.00
101-209-90300	Legal Notices	1,064.29	1,200.00	892.48	1,200.00
101-209-95800	Education/Dues	3,924.71	5,500.00	2,090.45	5,000.00
101-209-97000	Capital Outlay-Equipment	11,440.00	14,000.00		18,500.00
	FOOTNOTE AMOUNTS:				7,000.00
	BS&A Programming Service				
	FOOTNOTE AMOUNTS:				500.00
	Misc				

	FOOTNOTE AMOUNTS:				6,000.00
	Pictometry Change Detection Feature/Assessing Field Technology				
	FOOTNOTE AMOUNTS:				2,500.00
	PivotPoint Software/Assessing Mobile Technology				
	FOOTNOTE AMOUNTS:				2,500.00
	(2) Ipad PRO LTE Devices with Stylis to use with PivotPoint Technology				
	GL # FOOTNOTE TOTAL:				18,500.00
Totals for dept 209 - Assessing/Tax Records		233,799.07	252,777.00	143,236.66	262,103.41
Dept 218 - Cemetery, Bldgs & Grounds					
101-218-72800	Supplies		1,500.00		1,500.00
101-218-75100	Vehicle Maintenance	1,329.66	3,000.00	501.63	3,000.00
101-218-75300	Grounds Maint Equipment	1,571.68	3,200.00	1,521.97	2,500.00
101-218-75700	Tools & Supplies	972.92	1,500.00	72.56	1,500.00
101-218-76000	Facility Supplies	1,595.84	3,200.00	1,199.68	3,200.00
101-218-76600	Expendable Supplies	2,339.99	3,800.00	1,273.80	3,000.00
101-218-80500	Contracted Snow Removal		1,000.00		1,000.00
101-218-80600	Contracted Lawn Maintenance	9,800.00	11,000.00	5,600.00	11,500.00
101-218-80700	Weed Ordinance Mowing		500.00		
101-218-80800	Contracted Grave Openings	12,392.40	10,000.00	12,740.00	20,000.00
101-218-82000	Engineering Fees				
101-218-86800	Fuel, Oil & Grease	931.95	1,800.00	704.08	1,500.00
101-218-92000	Water	2,002.50	2,000.00	1,237.18	2,000.00
101-218-92100	Electric	18,938.42	22,000.00	14,420.97	22,000.00
101-218-92300	Heat	2,486.53	7,000.00	2,366.55	7,000.00
101-218-93100	Maintenance Services	17,340.18	23,000.00	11,436.68	23,000.00
	FOOTNOTE AMOUNTS:				3,500.00
	Trash services				
	FOOTNOTE AMOUNTS:				500.00
	Irrigation start up/close out				
	FOOTNOTE AMOUNTS:				19,000.00
	Alarm system, repairs, etc.				
	GL # FOOTNOTE TOTAL:				23,000.00
101-218-97400	Capital Outlay	2,997.00	160,500.00	16,889.80	178,500.00

	FOOTNOTE AMOUNTS:				115,000.00
	Maintenance Facility Structure Modification or Pole Bldg Framework (Insulation, Interior, Electrical, Water Extension)				
	FOOTNOTE AMOUNTS:				2,500.00
	Lighting Upgrades (LED)				
	FOOTNOTE AMOUNTS:				6,000.00
	Asphalt Maintenance (crack seal, sealcoat, etc)				
	FOOTNOTE AMOUNTS:				10,000.00
	Cemetery Maintenance (Phase 2 of 4)				
	FOOTNOTE AMOUNTS:				10,000.00
	Twp Office, Public Restroomms Sanitary Sewer Connections				
	FOOTNOTE AMOUNTS:				5,000.00
	Green Burial Development				
	FOOTNOTE AMOUNTS:				30,000.00
	Replacement Township Hall Carpet				
	GL # FOOTNOTE TOTAL:				178,500.00
Totals for dept 218 - Cemetery, Bldgs & Grounds		74,699.07	255,000.00	69,964.90	281,200.00
Dept 223 - Finance & Legal					
101-223-82500	Accounting & Audit Fees	48,893.60	58,000.00	41,750.00	58,200.00
	FOOTNOTE AMOUNTS:				10,200.00
	Annual Audit				
	FOOTNOTE AMOUNTS:				48,000.00
	Acctg Consulting Services (prepare financial stmts, month end, etc)				
	GL # FOOTNOTE TOTAL:				58,200.00
101-223-82600	Legal Fees	34,214.10	30,000.00	20,437.50	25,000.00
Totals for dept 223 - Finance & Legal		83,107.70	88,000.00	62,187.50	83,200.00
Dept 234 - Insurance & Bonds					
101-234-71600	Health & Life Insurance	156,361.12	190,300.00	134,210.89	150,000.00
	FOOTNOTE AMOUNTS:				138,000.00
	Health Insurance				
	FOOTNOTE AMOUNTS:				2,600.00
	Life Insurance				
	FOOTNOTE AMOUNTS:				5,300.00

	ST/LT Disability				
	FOOTNOTE AMOUNTS:				1,400.00
	HRA/FSA Admin Fees				
	FOOTNOTE AMOUNTS:				2,700.00
	Long Term Care				
	GL # FOOTNOTE TOTAL:				150,000.00
101-234-72500	Retiree Health Care	95,166.55	54,000.00		57,600.00
	FOOTNOTE AMOUNTS:				57,600.00
	Full Time Employees Defined Contribution Plan (16)				
101-234-91100	Worker's Compensation	5,721.60	16,000.00	6,130.08	6,620.00
101-234-91200	General Insurance	35,629.50	36,400.00	19,408.51	40,000.00
	Liability /Vehicles				
Totals for dept 234 - Insurance & Bonds		292,878.77	296,700.00	159,749.48	254,220.00
Dept 249 - General Twp Operations					
101-249-70200	Salaries	61,003.99	119,304.00	70,707.56	191,146.34
	Clerk's Assistant .925 FTE (25%)				
	Customer Service Admin Assistant .6 FTE				
	GIS Specialist .5 FTE				
	Maintenance Staff % of 3.4 FTE				
	Assistant to Clerk .925 FTE (20%)				
101-249-70200.CUSTMR	Salaries	20,177.81			
101-249-70200.GENTWP	Salaries	42,730.38			
101-249-70210	Salary/Maint Person	(8.00)			
101-249-70210.GENTWP	Salary/Maint Person	8.00			
101-249-70400	In Lieu Of Insurance	5,355.00	6,000.00	3,825.00	5,500.00
101-249-71500	Payroll Taxes - FICA	2,773.59	9,333.00	5,374.34	14,722.14
101-249-71500.CUSTMR	Payroll Taxes - FICA	1,409.59			
101-249-71500.GENTWP	Payroll Taxes - FICA	3,235.07			
101-249-72200	Pension Plan	2,925.57	9,555.00	3,032.01	15,046.42
101-249-72200.CUSTMR	Pension Plan	807.00			
101-249-72200.GENTWP	Pension Plan	1,605.95			
101-249-72800	Supplies	8,374.12	12,000.00	3,569.27	8,000.00
101-249-72900	Petty Cash			147.50	

101-249-73000	Postage	10,564.41	12,000.00	11,043.49	15,000.00
101-249-75100	Vehicle Maintenance	1,195.36	1,500.00	436.10	1,500.00
101-249-80800	Contracted Services	72,328.32	67,500.00	44,653.88	70,500.00
	FOOTNOTE AMOUNTS:				2,500.00
	Maintenance				
	FOOTNOTE AMOUNTS:				66,000.00
	Bus Service - West Main 131 to 9thSt				
	FOOTNOTE AMOUNTS:				2,000.00
	Maintenance - Hazardous Communication				
	GL # FOOTNOTE TOTAL:				70,500.00
101-249-82000	Engineering Fees	7,113.85	12,000.00	2,939.85	
101-249-85300	Telephone	6,524.20	8,000.00	4,200.41	7,000.00
101-249-86800	Fuel, Oil & Grease	842.36	1,000.00	432.70	800.00
101-249-87000	Mileage	1,348.75	950.00	701.50	1,000.00
101-249-87200	New Hire Expenses		2,000.00	2,645.61	3,000.00
101-249-90300	Legal Notices	11,951.90	25,000.00	24,184.86	18,000.00
101-249-93300	Equipment Maintenance	9,208.19	6,000.00	696.37	6,000.00
101-249-95600	Household Hazard Waste	14,869.55	15,170.00	11,643.53	16,000.00
101-249-95700	Newsletter	4,852.01	16,000.00	10,081.32	16,000.00
101-249-95800	Education/Dues	21,271.09	20,000.00	13,756.78	16,000.00
101-249-95900	Trash Collection	47,087.08	46,750.00	31,028.72	48,000.00
101-249-96100	BOR/MTT Refunds	2,245.97		9,762.55	
101-249-96200	Miscellaneous	313.00			
101-249-96300	Contingency Items	4,177.76	7,136.00	131.00	
101-249-97500	Capital Outlay / Buildings				
101-249-97600	Capital Outlay	41,575.82	20,000.00	(299.92)	3,500.00
	FOOTNOTE AMOUNTS:				3,500.00
	Replacement Maintenance Trailer				
101-249-97600.GRPRVN	Capital Outlay				
101-249-97600.NM10TH	Capital Outlay				
101-249-97600.NMDRSA	Capital Outlay	5,039.74			
101-249-97600.NMDRTA	Capital Outlay	229,330.14		88,180.04	
101-249-97600.NMKLAV	Capital Outlay	57,536.25		280.00	
101-249-97600.NMMAIN	Capital Outlay				

101-249-97600.WMNGRP	Capital Outlay				
101-249-97600.WMSTDM	Capital Outlay	77,172.04		7,347.17	
101-249-97700	Capital Outlay / Equipment		5,000.00		10,000.00
	FOOTNOTE AMOUNTS:				10,000.00
	Large Document Plotter/Scanner				
Totals for dept 249 - General Twp Operations		776,945.86	422,198.00	350,501.64	466,714.90
Dept 250 - Legal					
101-250-70200	Salaries	241,520.10	256,978.00	188,815.19	262,165.16
	Attorney 1 FTE				
	Admin Assist/Paralegal 1 FTE				
	Admin Assist .5 FTE				
101-250-71500	Payroll Taxes - FICA	14,902.37	15,955.00	12,920.88	16,448.36
101-250-72200	Pension Plan	19,164.21	20,559.00	7,871.17	20,973.22
101-250-72800	Supplies	1,283.65	1,000.00	155.66	1,000.00
101-250-72800.CM.CIC	Supplies				
101-250-80800	Contracted Legal Counsel/Temp Paralegal		1,000.00	1,775.00	2,000.00
101-250-83000	Departmental Billings	(112,551.50)	(120,000.00)	(40,262.07)	(158,200.00)
	Department Billings (General Fund)				
101-250-87000	Mileage	264.06	250.00	146.00	250.00
101-250-95500	Law Library/Archives	11,463.92	12,000.00	7,283.48	12,500.00
101-250-95800	Education/Dues	1,239.28	1,000.00	539.26	1,000.00
101-250-97000	Capital Outlay	570.15	8,000.00		1,000.00
Totals for dept 250 - Legal		177,856.24	196,742.00	179,244.57	159,136.74
Dept 506 - Public Works					
101-506-70200	Salaries		44,774.00	39,323.81	45,449.40
	Public Works Director 1 FTE (50%)				
	Public Works Technical 1 FTE (15%)				
101-506-70400	In Lieu Of Insurance		1,200.00	495.00	
101-506-71500	Payroll Taxes - FICA		3,471.00	2,888.12	3,476.88
101-506-72200	Pension Plan		3,736.00	1,573.89	3,635.94
101-506-72800	Supplies		6,000.00		2,500.00
	FOOTNOTE AMOUNTS:				500.00

	Supplies				
	FOOTNOTE AMOUNTS:				2,000.00
	Bikeway Signage				
	GL # FOOTNOTE TOTAL:				2,500.00
101-506-73000	Postage		500.00	322.24	600.00
101-506-82600	Legal Fees		8,000.00	3,562.50	3,500.00
101-506-87000	Mileage		250.00		600.00
101-506-92600	Street Lighting	120,376.37	145,000.00	89,119.86	
101-506-93100	Inspections/Permits				
101-506-95200	Road Project Costs	262,297.55		(118.44)	
101-506-95200.BTR2RD	Road Project Costs		384,000.00		366,500.00
	BTR 2.0 Road Economic Development				
101-506-95200.KLSWRD	Road Project Costs				
101-506-95200.RDGAVE	Road Project Costs	83,771.63			
101-506-95200.RDMAIN	Road Project Costs	65,930.12	272,444.00	151,474.75	250,000.00
	Road Maintenance Program (support RCKC PAR match program)				
101-506-95200.SANCOA	Sewer 1 Contract A				180,000.00
	FOOTNOTE AMOUNTS:				180,000.00
	Driftwood/Springwood Traffic Calming (Traffic Circle; Speed Tables)				
101-506-95200.SANCOB	Sewer 1, Contract B				
101-506-95300	Storm Sewer Costs	12,510.73	11,000.00	346.00	12,000.00
	FOOTNOTE AMOUNTS:				12,000.00
	Improvements to Maple Hill Storm PS in conjunction with transfer to Drain Com				
101-506-95800	EDUCATION/DUES		1,000.00	436.20	1,500.00
101-506-97600	Capital Outlay	(43,912.27)	40,000.00		113,630.00
	FOOTNOTE AMOUNTS:				20,000.00
	Non-motorized facilities ADA assessment activities with maintenance & restoration				
	FOOTNOTE AMOUNTS:				93,630.00
	Proposed 2019 Nonmotorized Bond Expenses				
	GL # FOOTNOTE TOTAL:				113,630.00
101-506-97600.NMDRDR	Non-Motorized Drake Rd				276,480.00
	FOOTNOTE AMOUNTS:				276,480.00
	Non Motorized TA, W MI Ave to Stadium (DR at Corners @DR), (MDOT Sect 01 of 2)				
101-506-97600.NMDRSA	Non Motorized Drake Safety Grant	500.00	850,000.00		1,047,600.00

	FOOTNOTE AMOUNTS:				1,047,600.00
	Drake Road Non-motorized (Safety Grant) - Contingent on AMTRAK				
101-506-97600.NMDRTA	South Drake Phase 2 Transportation	52,821.62	1,150,000.00	34,211.28	829,440.00
	FOOTNOTE AMOUNTS:				849,440.00
	Non-motorized TA, W Main to Green Meadows (MDOT Sect 02 of 2)				
101-506-97600.NMKLAV	Non Motorized Facility KL Ave		55,000.00	9,092.32	10,000.00
	FOOTNOTE AMOUNTS:				10,000.00
	KL Ave Path Incrementals (Legal Descriptions & Easement Acquisitions)				
101-506-97600.NMS9TH	Non motorized 9th St.		27,000.00		30,000.00
	FOOTNOTE AMOUNTS:				30,000.00
	9th St non-motorized, Quail Run to Erie St, (Schematics & Concept Plans) (Shared with DDA; TWP 70%)				
101-506-97600.NMSTDM	Non motorized Stadium		80,000.00	7,084.77	40,000.00
	FOOTNOTE AMOUNTS:				40,000.00
	Stadium Dr, Approx. Quail Run to 11th St (TA-KATS); Construction Documents				
101-506-97600.PLATSW	Capital Outlay / Bldg Adds		86,000.00	19,040.76	
101-506-97600.SANCOA	Sewer 1 Contract A				164,000.00
	FOOTNOTE AMOUNTS:				20,000.00
	West Main St Cycle Track (7th St to 8th St, south side, railway connector)				
101-506-97600.SANCOB	Sewer 1, Contract B				144,000.00
	FOOTNOTE AMOUNTS:				26,000.00
	Fairgrove Street Sidewalk (Connector from Mansfield St to Stadium Drive)				
	FOOTNOTE AMOUNTS:				118,000.00
	Whitegate Lane Sidewalk w/infill (Connector from Powerhorn to 11th St)				
	GL # FOOTNOTE TOTAL:				144,000.00
101-506-97600.SANPH2	Sewer 2				37,000.00
	FOOTNOTE AMOUNTS:				11,240.00
	11th St NM Improvements, Parkview to N Ave (4-ft shoulders), Engr Design				
	FOOTNOTE AMOUNTS:				25,760.00
	11th St Sidewalk, Parkview to N Ave (6-ft, one-side), Engr Design				
	GL # FOOTNOTE TOTAL:				37,000.00
101-506-97600.SWGMDR	Sidewalk, Green Meadow				
101-506-97600.SWMHDR	Sidewalk, Maple Hill and Croyden				
Totals for dept 506 - Public Works		554,295.75	3,169,375.00	358,853.06	3,561,912.22

Dept 805 - Planning Dept					
101-805-70200	Salary	112,027.71	125,961.00	96,484.48	107,221.84
	Planning Director 1 FTE				
	Admin Assistant .2 FTE				
	Additional Hours				
	Zoning Administrator .5FTE				
101-805-70200.BD PC	Salary	525.00			
101-805-70200.BD ZBA	Salary	439.52			
101-805-70200.DPPLAN	Salary	6,843.13			
101-805-70300	SALARY-PC/ZBA	9,900.00	12,000.00	6,300.00	
101-805-71500	Payroll Taxes - FICA	8,636.63	8,501.00	7,213.56	8,202.47
101-805-71500.BD PC	Payroll Taxes - FICA	40.17			
101-805-71500.BD ZBA	Payroll Taxes - FICA	24.86			
101-805-71500.DPPLAN	Payroll Taxes - FICA	478.11			
101-805-71500.ORDENF	Payroll Taxes - FICA				
101-805-71500.PERMIT	Payroll Taxes - FICA				
101-805-71500.SPPROJ	Payroll Taxes - FICA				
101-805-72200	Pension Plan	7,179.28	8,876.00	3,304.81	8,577.74
101-805-72200.DPPLAN	Pension Plan	273.74			
101-805-72800	Supplies	529.58	10,800.00	6,650.47	2,000.00
101-805-73000	Postage		3,000.00		3,000.00
101-805-80100	GIS Expense	4,064.00	6,000.00	4,796.47	7,000.00
101-805-80800	Consultants	37,856.87	31,840.00	8,842.40	22,000.00
	FOOTNOTE AMOUNTS:				3,000.00
	Zoning Ordinance Reorganization				
	FOOTNOTE AMOUNTS:				2,000.00
	Village Theme Development Plan				
	FOOTNOTE AMOUNTS:				8,000.00
	Recorder of Minutes				
	FOOTNOTE AMOUNTS:				2,000.00
	Go Green Oshtemo				
	FOOTNOTE AMOUNTS:				1,000.00
	Maple Hill Sub Area Zoning Ordinance				
	FOOTNOTE AMOUNTS:				6,000.00

	GO! Green Oshtemo Conservation Next Steps Planning & Community Outreach				
	GL # FOOTNOTE TOTAL:				22,000.00
101-805-81000	Escrow Refund				
101-805-82000	Engineering Fees		5,000.00	684.40	3,000.00
101-805-82600	Legal Fees	30,572.20	35,000.00	17,955.00	35,000.00
101-805-87000	Mileage	300.00	300.00	24.00	300.00
101-805-90300	Legal Notices	12,938.69	25,000.00	6,612.55	15,000.00
101-805-95800	Education/Dues	3,846.36	4,000.00	1,345.55	5,000.00
Totals for dept 805 - Planning Dept		236,475.85	276,278.00	160,213.69	216,302.05
TOTAL APPROPRIATIONS		4,454,681.69	5,822,862.00	2,131,331.60	6,260,910.34
NET OF REVENUES/APPROPRIATIONS - FUND 101		(1,078,224.34)		(99,799.23)	(5,000.00)
BEGINNING FUND BALANCE		4,286,392.58	3,208,168.24	3,208,168.24	3,108,369.01
ENDING FUND BALANCE		3,208,168.24	3,208,168.24	3,108,369.01	3,103,369.01

Fund 107 - Parks					
ESTIMATED REVENUES					
Dept 000 - General					
107-000-66400	Interest on Investments				
107-000-69900	Loan Proceeds				
Totals for dept 000 - General					
Dept 751 - Parks Revenue					
107-751-40100	Carryover		140,618.00		200,000.00
107-751-46000	Donations - Restricted	935.55	2,415.00	12,814.59	20,000.00
	FOOTNOTE AMOUNTS:				10,000.00
	Rotary Picnic Shelter (#2 of5)				
	FOOTNOTE AMOUNTS:				10,000.00
	Capital Campaign				
	GL # FOOTNOTE TOTAL:				20,000.00
107-751-46000.HANDLY	Donations - Restricted				
107-751-46100	Donations - Unrestricted	1,939.78		44.10	
107-751-46200	Grant Revenues		288,000.00	16,350.00	137,700.00
	FOOTNOTE AMOUNTS:				136,500.00
	MNRTF grant for Drake Farmstead Park Phase II				
	FOOTNOTE AMOUNTS:				1,200.00
	MCACA grant for Drake Farmstead Park sign design				
	GL # FOOTNOTE TOTAL:				137,700.00
107-751-46200.TP2011	Grant Revenues				
107-751-46300	Drake Farmstead Capital Campaign	100,000.00	150,000.00		
107-751-47200	Rental Fee - Grange	4,495.00	4,000.00	4,065.00	6,000.00
107-751-47300	Rental Fee - Oshtemo Community Ce	9,215.00	9,000.00	11,100.00	13,000.00
107-751-47400	Rental Fee - Twp Park Pavilion	5,990.00	6,400.00	4,530.00	6,000.00
107-751-47500	Rental Fee - Flesher Pavilion	2,380.00	2,500.00	3,285.00	3,500.00
107-751-47600	Rental Fee - Flesher Gazebo	150.00	200.00	335.00	500.00
107-751-66500	Interest Earned	8,607.25	8,500.00	912.54	9,000.00
107-751-67300	Sales-Fixed Assets		204,265.00	204,264.31	

107-751-67500	Transfer from General Fund	532,050.00	211,736.00	211,736.00	175,000.00
Totals for dept 751 - Parks Revenue		665,762.58	1,027,634.00	469,436.54	570,700.00
TOTAL ESTIMATED REVENUES		665,762.58	1,027,634.00	469,436.54	570,700.00

APPROPRIATIONS					
Dept 756 - Parks Facilities					
107-756-70210	Salaries	36,310.55	77,572.00	52,833.38	76,651.76
	Parks Director .75 FTE				
	Maintenance Staff				
	FOOTNOTE AMOUNTS:				6,500.00
	Parks Intern ?				
107-756-70210.PARKSM	Salaries	17,291.15			
107-756-71500	Payroll Taxes - FICA	2,915.77	6,045.00	4,033.53	5,863.85
107-756-71500.PARKSM	Payroll Taxes - FICA	1,322.75			
107-756-72200	Pension Plan	3,087.05	5,501.00	2,010.30	6,093.32
107-756-72200.PARKSM	Pension Plan	499.20			
107-756-72800	Program/Marketing Supplies	175.16	1,600.00	457.22	500.00
107-756-75100	Vehicle Maintenance	1,196.98	1,000.00	763.79	1,000.00
107-756-75300	Grounds Maint Equipment	3,037.16	3,800.00	4,082.68	4,500.00
107-756-75700	Tools & Supplies	109.26	300.00	138.79	300.00
107-756-76000	Facility Supplies	2,336.55	3,900.00	1,484.39	3,000.00
	FOOTNOTE AMOUNTS:				3,000.00
	Misc				
107-756-76600	Expendable Supplies	3,243.25	3,800.00	2,631.07	4,000.00
107-756-77000	Contribution to Oshtemo Parks & Rec Fund				
107-756-80500	Contracted Snow Removal		1,000.00		1,000.00
107-756-80600	Contracted Lawn Maintenance				
107-756-80800	Consultant	45,572.18	1,700.00		4,000.00
	FOOTNOTE AMOUNTS:				4,000.00
	New Drake/KL Area Neighborhood Park (MNRTF application, surveys, etc)				
107-756-80800.CCDRFP	Consultant				
107-756-80800.DRFMP1	Consultant		21,500.00	13,564.78	6,000.00
107-756-80800.DRFMP2	Consultant		28,000.00	8,125.00	10,700.00
	FOOTNOTE AMOUNTS:				8,000.00
	Drake Farmstead Phase II (MNRTF Grants Projects) Parking, Picnic Shelter, Outdoor Classroom CD's				
	FOOTNOTE AMOUNTS:				1,500.00

	Drake Farmstead Master Plan - update map graphic				
	FOOTNOTE AMOUNTS:				1,200.00
	Drake Farmstead Park sign design (grant funded)				
	GL # FOOTNOTE TOTAL:				10,700.00
107-756-80800.DRFMP3	Consultant				
107-756-80800.DRKFRM	Consultant	375.00			
107-756-80800.GRNCOR	Consultant		14,000.00	7,907.21	1,000.00
	Land Acquisition Planning/Evaluation				
107-756-80800.GRNGHL	Consultant				
107-756-80800.P&RMPU	Consultant		10,000.00	2,149.30	
107-756-82500	Accounting & Audit Fees	2,450.00	4,000.00	2,000.00	3,000.00
107-756-82600	Legal Fees	4,572.50	5,001.00	4,822.50	2,000.00
107-756-86800	Fuel, Oil & Grease	1,502.44	1,500.00	1,166.41	1,500.00
107-756-92000	Water	1,610.54	800.00	624.45	1,200.00
107-756-92100	Electric	5,532.96	9,700.00	5,952.72	8,800.00
	FOOTNOTE AMOUNTS:				7,800.00
	Electric				
	FOOTNOTE AMOUNTS:				1,000.00
	Grange phone elevator emergency				
	GL # FOOTNOTE TOTAL:				8,800.00
107-756-92300	Heat	1,100.43	2,000.00	1,415.05	1,800.00
107-756-93100	Maintenance Services	14,099.17	23,500.00	16,398.89	23,700.00
	FOOTNOTE AMOUNTS:				1,000.00
	Elevator Inspection Services				
	FOOTNOTE AMOUNTS:				1,700.00
	Flesher Field garden area landcape maintenance				
	FOOTNOTE AMOUNTS:				1,000.00
	EPS Elevator Inspection Services				
	GL # FOOTNOTE TOTAL:				3,700.00
107-756-95800	Education/Dues	750.00	1,200.00	916.40	1,200.00
107-756-96300	Contingency Items				
107-756-97100	Capital Outlay/Land				
107-756-97400	Capital Outlay/Improvements	(13,799.04)	270,715.00	13,333.85	17,000.00
	FOOTNOTE AMOUNTS:				2,000.00

	Site furnishings (picnic tables, benches, misc)				
	FOOTNOTE AMOUNTS:				2,000.00
	Planting & tree maintenance				
	FOOTNOTE AMOUNTS:				10,000.00
	Parking lot maintenance				
	FOOTNOTE AMOUNTS:				3,000.00
	Engineered Wood Fiber (Playground Safety Surface)				
	GL # FOOTNOTE TOTAL:				17,000.00
107-756-97400.DRFMP1	Capital Outlay/Improvements	61,256.20	333,500.00	3,000.00	207,000.00
107-756-97400.DRFMP2	Capital Outlay/Improvements		170,000.00	1,747.00	159,000.00
	FOOTNOTE AMOUNTS:				150,000.00
	Drake Farmstead Phase II Trails, Parking, Picnic shelter, Outdoor Classroom Construction (MNRTF Grants)				
	FOOTNOTE AMOUNTS:				9,000.00
	Drake Farmstead Phase II Prairie (KCF Grant)				
	GL # FOOTNOTE TOTAL:				159,000.00
107-756-97400.DRFMP3	Capital Outlay/Improvements				
107-756-97400.DRKFRM	Capital Outlay/Improvements	64,058.22			
107-756-97400.GRNGHL	Capital Outlay/Improvements	415,444.32			
107-756-97500	Capital Outlay/Buildings				
107-756-97700	Capital Outlay/Equipment		15,000.00		
107-756-97900	Restricted Donation Expenditure	1,790.00			
107-756-98000	Capital Outlay/Oshtemo Comm Center				
107-756-98100	Capital Outlay/Drake House	4,039.57	8,000.00	5,828.87	8,000.00
	FOOTNOTE AMOUNTS:				3,000.00
	Drake House Renovation for 50% match with OHS projects				
	FOOTNOTE AMOUNTS:				5,000.00
	Utilities				
	GL # FOOTNOTE TOTAL:				8,000.00
107-756-98200	Grant Match/Parks				
107-756-98200.FF2012	GRANT MATCH/PARKS				
107-756-98200.FF2013	GRANT MATCH/PARKS				
107-756-98200.GRNG15	Grant Match/Parks				
107-756-98200.TP2011	Grant Match/Parks				
107-756-98300	Grant Match/ROW Projects				

107-756-98400	ROW Projects/Maint		3,000.00		
Totals for dept 756 - Parks Facilities		681,879.32	1,027,634.00	157,387.58	558,808.93
TOTAL APPROPRIATIONS		681,879.32	1,027,634.00	157,387.58	558,808.93
NET OF REVENUES/APPROPRIATIONS - FUND 107		(16,116.74)		312,048.96	11,891.07
BEGINNING FUND BALANCE		235,393.90	219,277.16	219,277.16	531,326.12
ENDING FUND BALANCE		219,277.16	219,277.16	531,326.12	543,217.19

Fund 206 - Fire					
ESTIMATED REVENUES					
Dept 001 - Revenue					
206-001-40100	Carryover		370,407.00		323,020.26
206-001-40200	Current Property Tax Levy	1,406,164.79	1,461,947.00	1,485,196.97	1,548,987.00
206-001-40900	Act 198 Tax Collection	560.95	540.00	7.25	
206-001-43000	Payments in Lieu of Taxes	41,519.81	27,000.00		16,697.00
206-001-46000	Donations			300.00	
206-001-47500	Miscellaneous	1,725.41	25.00	286.89	
206-001-47600	KVIAA Assessments				
206-001-47700	False Alarm Fines	3,363.61	500.00		
206-001-47800	PEO Mileage Reimbursement		1,000.00		
206-001-48000	Federal Grant	19,873.80			
206-001-61000	Other Services Provided				
206-001-66500	Interest Earned	5,236.74	2,000.00	2,946.07	
206-001-67300	Transfer from Other Funds	5,000.00	5,000.00		
Totals for dept 001 - Revenue		1,483,445.11	1,868,419.00	1,488,737.18	1,888,704.26
TOTAL ESTIMATED REVENUES		1,483,445.11	1,868,419.00	1,488,737.18	1,888,704.26

APPROPRIATIONS					
Dept 336 - Administration					
206-336-70200	Salaries	572,851.76	634,026.00	465,637.18	589,858.78
206-336-70200.EDUCAT	Salaries	7,863.10			
206-336-70200.EDUPUB	Salaries	254.32			
206-336-70200.HOLIDAY	Salaries	4,824.30			
206-336-70200.INSPECT	Salaries	11,297.63			
206-336-70200.OD.HRS	Salaries	206.47			
206-336-70200.REGION	Salaries	2,631.53			
206-336-70300	Overtime				33,090.00
206-336-70400	In Lieu Of Insurance	3,510.00	2,340.00	1,800.00	2,340.00
206-336-71500	Payroll Taxes - FICA	44,355.55	50,722.00	34,625.60	47,655.57
206-336-71500.EDUCAT	Payroll Taxes - FICA	582.21			
206-336-71500.EDUPUB	Payroll Taxes - FICA	19.48			
206-336-71500.FDTRNG	Payroll Taxes - FICA	362.57			
206-336-71500.HOLIDAY	Payroll Taxes - FICA	362.27			
206-336-71500.INSPECT	Payroll Taxes - FICA	821.76			
206-336-71500.OD.HRS	Payroll Taxes - FICA	15.60			
206-336-71500.REGION	Payroll Taxes - FICA	197.69			
206-336-71600	Health & Life Insurance	94,619.04	100,570.00	70,968.55	77,430.00
	FOOTNOTE AMOUNTS:				70,000.00
	Health, Dental & Vision (Blue Cross, Blue Shield)				
	FOOTNOTE AMOUNTS:				2,220.00
	Life Insurance (Consumers Life Ins.)				
	FOOTNOTE AMOUNTS:				1,065.00
	Long Term Care (UNUM)				
	FOOTNOTE AMOUNTS:				3,545.00
	Disability (Kansas City - Nulty)				
	FOOTNOTE AMOUNTS:				600.00
	HRA & FSA Admin Fees (Arcadia Benefits)				
	GL # FOOTNOTE TOTAL:				77,430.00
206-336-72200	Pension Plan	38,768.09	50,722.00	21,883.45	49,835.92

206-336-72200.EDUCAT	Pension Plan	314.53			
206-336-72200.EDUPUB	Pension Plan	10.18			
206-336-72200.FDTRNG	Pension Plan	4,929.19			
206-336-72200.HOLIDAY	Pension Plan	192.95			
206-336-72200.INSPECT	Pension Plan	451.89			
206-336-72200.OD.HRS	Pension Plan	8.23			
206-336-72200.REGION	Pension Plan	105.24			
206-336-72500	Clothing Allowance	10,633.88	19,764.00	7,334.59	20,523.00
	FOOTNOTE AMOUNTS:				5,500.00
	FTE (11 positions @ \$500 ea.)				
	FOOTNOTE AMOUNTS:				3,036.00
	New Resident Interns (4 positions @ \$759 ea)				
	FOOTNOTE AMOUNTS:				5,707.00
	Promoted from trainee to firefighter (13 @ \$439 ea.)				
	FOOTNOTE AMOUNTS:				1,280.00
	Promoted to DO & PEO (5 @ \$256 ea.)				
	FOOTNOTE AMOUNTS:				1,500.00
	Promoted from firefighter to officer (3 @ \$500 ea.)				
	FOOTNOTE AMOUNTS:				3,500.00
	Repairs				
	GL # FOOTNOTE TOTAL:				20,523.00
206-336-72600	Retiree Health Care	30,800.00	39,600.00		36,000.00
	FOOTNOTE AMOUNTS:				36,000.00
	10 FTE's @ \$3,600 ea.				
206-336-82500	Accounting & Audit Fees	3,200.00	5,000.00	3,300.00	5,500.00
206-336-82600	Legal Fees	5,482.50	3,000.00	1,312.50	3,000.00
206-336-87000	Mileage	259.33	500.00	285.88	500.00
206-336-95500	Education Reimbursement		2,000.00		
	New policy will allow for budgeting for this expense before it happens. As of now, we have no requests.				
206-336-95900	Continuing Education	23,494.30	35,185.00	16,677.04	35,470.00
	FOOTNOTE AMOUNTS:				25,065.00
	Deptment wide outside trainings (i.e. FDIC, Haz-Mat Tech, Rope Rescue, BlueCard...)				
	FOOTNOTE AMOUNTS:				5,560.00
	Top management (conferences and dues)				

	FOOTNOTE AMOUNTS:				3,915.00
	Inspection & Detection (conferences and dues)				
	FOOTNOTE AMOUNTS:				930.00
	Training and Safety (conferences and dues)				
	GL # FOOTNOTE TOTAL:				35,470.00
206-336-96100	Hazmat Fees				1,400.00
	FOOTNOTE AMOUNTS:				1,400.00
	Annual maintenance membership to support countywide team.				
206-336-96300	Admin Contingency	3,454.74	5,000.00		5,000.00
Totals for dept 336 - Administration		866,880.33	948,429.00	623,824.79	907,603.27
Dept 340 - Dept Operations					
206-340-70500	Fire Pay - On Call	60,925.72	70,238.00	42,154.26	407,875.00
	FOOTNOTE AMOUNTS:				407,875.00
	POC pay system was changed in Sept 2018. All types of POC pay from 2018 were combined into this one line.				
206-340-70600	Relief Driver Pay	105,963.08	102,201.00	64,243.66	
206-340-70700	Education & Training	15,408.08	34,879.00	12,575.92	
206-340-70800	Work Detail Pay	5,345.05	4,955.00	1,874.29	
206-340-70900	Station Staffing/Part Time	130,975.24	125,603.00	100,290.56	
206-340-71000	Dispatcher Pay				
206-340-71500	Payroll Taxes - FICA	2,922.18		2,635.47	6,627.41
206-340-71500.FIREDP	Payroll Taxes - FICA	145.77	4,972.00	189.06	
206-340-71800	Fire Dept Maintenance	1,237.35		3,260.82	9,323.12
	FOOTNOTE AMOUNTS:				8,036.00
	Est. hours Maint. works on FD facilities				
206-340-71800.FIREDP	Fire Dept Maintenance	1,933.38	5,000.00	2,470.64	
206-340-72200	Pension Plan	29,940.27		23,742.64	41,533.36
206-340-72200.FIREDP	Pension Plan	56.82	34,287.00	98.83	
206-340-72800	Supplies	5,344.09	8,000.00	4,450.98	8,000.00
206-340-72900	Petty Cash		500.00	147.50	500.00
206-340-75500	EMS Supplies	3,009.00	6,246.00	2,876.38	6,381.10
	FOOTNOTE AMOUNTS:				1,836.00
	8 replacement batteries for FR3 AED's				
	FOOTNOTE AMOUNTS:				202.50

	Field notes purchased from medical control				
	FOOTNOTE AMOUNTS:				90.00
	Colorimetric Detector (5 @ \$18 ea.)				
	FOOTNOTE AMOUNTS:				35.00
	Thomas Tube Holder (10 @ \$3.50 ea.)				
	FOOTNOTE AMOUNTS:				775.00
	Replacement EMS bags (5 @ \$155 ea.)				
	FOOTNOTE AMOUNTS:				896.00
	Disposable hand held suction units (14 @ \$64 ea.)				
	FOOTNOTE AMOUNTS:				130.00
	Replacement Suction Canister (10 @ \$13 ea.)				
	FOOTNOTE AMOUNTS:				225.00
	Opti Cide Surface Wipes (15 @ \$15 ea.)				
	FOOTNOTE AMOUNTS:				1,872.00
	Exam Gloves (all sizes)				
	FOOTNOTE AMOUNTS:				169.60
	Accountability Cynch Locks for bags				
	FOOTNOTE AMOUNTS:				150.00
	Undesignated medical supplies`				
	GL # FOOTNOTE TOTAL:				6,381.10
206-340-75700	Tools & Supplies	820.74	3,000.00	1,365.00	3,000.00
206-340-76000	Training Supplies	5,613.95	6,700.00	968.37	1,800.00
	FOOTNOTE AMOUNTS:				800.00
	Airway Management Trainer				
	FOOTNOTE AMOUNTS:				500.00
	Construction Materials - Forcible Entry, Ventilation, Burn Cubes...				
	FOOTNOTE AMOUNTS:				500.00
	Undesignated				
	GL # FOOTNOTE TOTAL:				1,800.00
206-340-76100	Public Education	2,942.41	6,211.00	12.50	5,380.00
	FOOTNOTE AMOUNTS:				2,000.00
	Kids plastic fire helmets (2,500 @ \$0.80 ea.)				
	FOOTNOTE AMOUNTS:				290.00
	Badges, stickers... (1,000 @ \$0.29 ea.)				

	FOOTNOTE AMOUNTS:				195.00
	Instructinoal Coloring books (3 boxes @ \$65 ea.)				
	FOOTNOTE AMOUNTS:				800.00
	Canopy with department logo - recruitment events				
	FOOTNOTE AMOUNTS:				1,235.00
	Reflective Slap Wristbands (250 per box @ \$617.50 ea.)				
	FOOTNOTE AMOUNTS:				260.00
	Pencils (1,000 @ \$0.26 ea.)				
	FOOTNOTE AMOUNTS:				600.00
	Recruitment Banners (3 @ \$200 ea.)				
	GL # FOOTNOTE TOTAL:				5,380.00
206-340-76600	Equipment	8,910.53	17,128.00	12,720.57	13,000.00
	FOOTNOTE AMOUNTS:				6,000.00
	Parts for TIC / Extrication / Axes / Adaptors				
	FOOTNOTE AMOUNTS:				5,000.00
	Undesignated repairs				
	FOOTNOTE AMOUNTS:				2,000.00
	FF Support (flashlights, FOB keepers, helmet shields, accountability tags)				
	GL # FOOTNOTE TOTAL:				13,000.00
206-340-80900	Computer Operations	38,120.83	65,405.00	31,339.24	65,370.00
	FOOTNOTE AMOUNTS:				7,500.00
	Annual desktop rotation of 3 units				
	FOOTNOTE AMOUNTS:				9,850.00
	Software support				
	FOOTNOTE AMOUNTS:				19,200.00
	SECANT Technologies				
	FOOTNOTE AMOUNTS:				6,000.00
	Segfriend Crandall - Installations, repairs...				
	FOOTNOTE AMOUNTS:				2,000.00
	Technology Repairs by other vendors				
	FOOTNOTE AMOUNTS:				14,500.00
	Mobile Connectivity and Road Safety				
	FOOTNOTE AMOUNTS:				1,220.00
	Printers				

	FOOTNOTE AMOUNTS:				600.00
	Active 911 services for secondary alarm notifications (50 units @ \$12 ea.)				
	FOOTNOTE AMOUNTS:				2,000.00
	Charter Communications - both fire stations				
	FOOTNOTE AMOUNTS:				2,500.00
	Undesignated				
	GL # FOOTNOTE TOTAL:				65,370.00
206-340-85100	Radio Maintenance	6,000.36	4,760.00	631.70	6,300.00
	FOOTNOTE AMOUNTS:				6,300.00
	Batteries, microphones, general maintenance, programming and repairs				
206-340-85300	Telephone	10,041.99	13,040.00	4,885.38	13,520.00
	FOOTNOTE AMOUNTS:				1,200.00
	Cellphone charges for 3 positions (50%)				
	FOOTNOTE AMOUNTS:				4,320.00
	WiFi connections to trucks. (9 units @ \$40 per month = \$360 per mo)				
	FOOTNOTE AMOUNTS:				5,700.00
	Building Telephone service (CTS)				
	FOOTNOTE AMOUNTS:				2,000.00
	Telephone System Repairs				
	FOOTNOTE AMOUNTS:				300.00
	Rebate to 1 OFD member for his phone use. (\$25 per month)				
	GL # FOOTNOTE TOTAL:				13,520.00
206-340-86700	Vehicle Operations	97,501.20	105,420.00	77,468.95	113,855.00
	FOOTNOTE AMOUNTS:				12,000.00
	Annual PM Service - Large Vehicles (6 units @ \$2,000 ea.)				
	FOOTNOTE AMOUNTS:				1,600.00
	Annual PM Service - Small Vehicles (8 units @ \$100 ea. 2x per year)				
	FOOTNOTE AMOUNTS:				1,750.00
	Annual fire pump certification testing				
	FOOTNOTE AMOUNTS:				3,200.00
	Annual Aerial Ladder Testing				
	FOOTNOTE AMOUNTS:				1,215.00
	Annual Ground Ladder Testing (392 feet)				
	FOOTNOTE AMOUNTS:				4,000.00

	Annual Hose Testing (16,000 feet)				
	FOOTNOTE AMOUNTS:				90.00
	Annual Large Vehicle weights (6 units)				
	FOOTNOTE AMOUNTS:				70,000.00
	Repairs				
	FOOTNOTE AMOUNTS:				20,000.00
	Changeover new Rescue Engine (equipment installation, shelving, all electronics (radios, road safety...))				
	GL # FOOTNOTE TOTAL:				113,855.00
206-340-86800	Fuel	23,693.92	30,000.00	22,056.87	30,000.00
206-340-87100	Physical Exams	39,185.63	28,850.00	612.00	20,880.00
	FOOTNOTE AMOUNTS:				18,360.00
	Annual medical physical for 39 members (estimated membership) \$510 ea.				
	FOOTNOTE AMOUNTS:				2,000.00
	Est. On-duty injury evaluation				
	FOOTNOTE AMOUNTS:				520.00
	Annual flu inoculations - offered to all members. Est 40 @ \$13.00 ea.				
	GL # FOOTNOTE TOTAL:				20,880.00
206-340-87200	New Hire Expenses		2,500.00	1,025.00	8,200.00
	FOOTNOTE AMOUNTS:				6,600.00
	Entry Level Medical examination (10 @ \$660 ea)				
	FOOTNOTE AMOUNTS:				1,100.00
	Entry background investigation (10 @ \$110)				
	Psych eval (Top management. Non predicted.				
	FOOTNOTE AMOUNTS:				500.00
	Undesignated (additional medical tests or expanded background)				
	GL # FOOTNOTE TOTAL:				8,200.00
206-340-91200	General Insurance	108,029.90	138,961.00	63,949.42	146,356.00
	FOOTNOTE AMOUNTS:				81,608.00
	Vehicles, Liability & Property (EMC / Hartleb)				
	FOOTNOTE AMOUNTS:				16,197.00
	Volunteer Package (Vol. Fireman's Insurance Services - VFIS)				
	FOOTNOTE AMOUNTS:				48,551.00
	Workers Compensation. FD pays 90% of total Twp premium (Accident Fund).				
	GL # FOOTNOTE TOTAL:				146,356.00

206-340-92000	Water	1,614.28	1,500.00	1,626.83	2,200.00
206-340-92100	Electric	27,213.53	25,000.00	20,558.70	28,300.00
206-340-92300	Heat	10,210.58	16,000.00	7,863.78	12,000.00
206-340-93100	Building Maintenance	20,065.38	24,700.00	18,926.85	24,700.00
206-340-93300	Equipment Maintenance	15,257.96	22,000.00	1,765.98	6,000.00
206-340-96100	BOR/MTT Refunds-Operations Fund	3,945.28	6,934.00	6,933.53	
206-340-96200	Miscellaneous				
206-340-96300	Operations Contingency	6,708.10	5,000.00		
206-340-96500	Transfer to Fire Equipment				
206-340-97000	Capital Outlay				
Totals for dept 340 - Dept Operations		789,082.60	919,990.00	535,721.68	981,100.99
TOTAL APPROPRIATIONS		1,655,962.93	1,868,419.00	1,159,546.47	1,888,704.26
NET OF REVENUES/APPROPRIATIONS - FUND 206		(172,517.82)		329,190.71	
BEGINNING FUND BALANCE		692,802.89	520,285.07	520,285.07	849,475.78
ENDING FUND BALANCE		520,285.07	520,285.07	849,475.78	849,475.78

Fund 207 - Police					
ESTIMATED REVENUES					
Dept 000 - General					
207-000-40700	Delq P.P. Tax				
Totals for dept 000 - General					
Dept 001 - Revenue					
207-001-40100	Carryover		2,735.00		
207-001-40200	Current Property Tax Levy	1,167,020.53	1,289,272.00	1,286,698.77	1,328,891.00
	FOOTNOTE AMOUNTS:				849,206.00
	3.8 Commercial & Multi Housing (2004 SAD District)				
	FOOTNOTE AMOUNTS:				479,685.00
	0.9 All other areas (2009 SAD District)				
	GL # FOOTNOTE TOTAL:				1,328,891.00
207-001-43000	Payments in Lieu of Taxes				
207-001-45200	Liquor License Fees	20,268.10	18,000.00	1,805.00	20,000.00
207-001-65000	Ordinance Violations-8th District Cou	46,223.04	40,000.00	33,505.46	40,000.00
207-001-65100	General Ordinance Violations	1,050.00	1,500.00	2,813.00	2,000.00
207-001-65300	False Fire Alarm Fines			690.59	
207-001-65400	False Security Alarm Fines	5,625.00		7,350.00	
207-001-65600	Parking Violations	4,295.00	5,000.00	3,010.00	5,000.00
207-001-65700	Rental Housing Inspection Applicatio	3,250.00	3,000.00	1,310.00	2,040.00
207-001-65800	Sidewalk Permit/Inspection	1,275.00	1,500.00	1,300.00	1,500.00
207-001-66500	Interest Earned	2,135.41	600.00	1,678.80	1,500.00
207-001-67500	Transfer from General Fund	33,320.00	38,400.00	38,400.00	2,400.00
	Ordinance Enforcement Dept				
	FOOTNOTE AMOUNTS:				2,400.00
	PEO				
Totals for dept 001 - Revenue		1,284,462.08	1,400,007.00	1,378,561.62	1,403,331.00
TOTAL ESTIMATED REVENUES		1,284,462.08	1,400,007.00	1,378,561.62	1,403,331.00

APPROPRIATIONS					
Dept 310 - POLICE CONTRACT ADMIN					
207-310-70200	Salary/Contract Administrator		1,000.00		1,000.00
	Police Specialist (.05 FTE)				
207-310-71500	Payroll Taxes - FICA		77.00		80.00
207-310-72200	Pension Plan	725.84	80.00		80.00
207-310-72800	Supplies	603.91	1,000.00		
207-310-80200	Protection Contract - KC	1,163,467.00	1,182,936.00	887,202.00	1,200,000.00
	FOOTNOTE AMOUNTS:				160,565.00
	Lieutenant (1)				
	FOOTNOTE AMOUNTS:				144,557.00
	Sergeant (1)				
	FOOTNOTE AMOUNTS:				627,010.00
	Deputies (5) (@ \$125,402)				
	FOOTNOTE AMOUNTS:				125,402.00
	Traffic Officer (1)				
	FOOTNOTE AMOUNTS:				125,402.00
	Community Policing Officer (1)				
	GL # FOOTNOTE TOTAL:				1,182,936.00
207-310-80300	KCSD Satellite Office		11,000.00		11,000.00
207-310-80800	Contracted Services				
207-310-82500	Accounting & Audit Fees	1,700.00	3,100.00	3,617.00	3,000.00
207-310-82600	Legal Fees-8th District Court	32,460.00	40,000.00	12,352.50	35,000.00
207-310-96100	BOR/MTT Refunds	3.55	600.00	510.40	
207-310-96200	Miscellaneous				
207-310-97000	Capital Outlay	9,950.00	25,000.00		2,500.00
	Traffic Control (signs)				
Totals for dept 310 - POLICE CONTRACT ADMIN		1,208,910.30	1,264,793.00	903,681.90	1,252,660.00
Dept 320 - PARKING VIOLATIONS ENFORCEMENT					
207-320-71500	Payroll Taxes - FICA	107.89	400.00	10.98	
207-320-72200	Pension Plan	287.52	500.00	75.69	

207-320-72800	Supplies		500.00		500.00
207-320-80900	Parking Enforcement Officers	3,548.40	5,000.00	756.99	5,000.00
207-320-82600	Legal Fees-Parking Enforcement				
207-320-87000	PEO Mileage	994.04	1,000.00	95.38	1,000.00
Totals for dept 320 - PARKING VIOLATIONS ENFORCEMENT		4,937.85	7,400.00	939.04	6,500.00
Dept 330 - GEN ORDINANCE ENFORCEMENT					
207-330-70200	Salaries	20,530.64	33,854.00	24,311.44	33,598.45
	Ordinance Enforcement Officer, 50% of 1 FTE				
	Admin Assistant, 50% of .5 FTE				
207-330-70200.ORDENF	Salaries/Clerical	12,035.00			
207-330-71500	Payroll Taxes - FICA	1,540.74	2,589.00	1,850.40	2,570.28
207-330-71500.ORDENF	Payroll Taxes - FICA	920.69			
207-330-72200	Pension Plan	588.03	2,708.00	1,009.92	2,687.88
207-330-72200.ORDENF	Pension Plan	481.42			
207-330-72800	Supplies	1,251.36	1,500.00	167.06	1,500.00
	FOOTNOTE AMOUNTS:				500.00
	BS&A Consultant Support				
	FOOTNOTE AMOUNTS:				1,000.00
	Misc				
	GL # FOOTNOTE TOTAL:				1,500.00
207-330-82600	Legal Fees	11,593.75	7,500.00	4,927.50	7,500.00
Totals for dept 330 - GEN ORDINANCE ENFORCEMENT		48,941.63	48,151.00	32,266.32	47,856.61
TOTAL APPROPRIATIONS					
		1,262,789.78	1,320,344.00	936,887.26	1,307,016.61
NET OF REVENUES/APPROPRIATIONS - FUND 207					
		21,672.30	79,663.00	441,674.36	96,314.39
BEGINNING FUND BALANCE		118,594.65	140,266.95	140,266.95	581,941.31
ENDING FUND BALANCE		140,266.95	219,929.95	581,941.31	678,255.70

Fund 211 - Fire Equipment					
ESTIMATED REVENUES					
Dept 001 - Revenue					
211-001-40100	Carryover		962,613.00		
211-001-40200	Current Property Tax Levy	351,541.20	365,487.00	364,630.68	378,911.00
211-001-43000	Payments in Lieu of Taxes	12,623.76	8,000.00	6,904.90	
211-001-47500	Miscellaneous	36,919.54		28,457.76	
211-001-48000	Federal Grant				
211-001-66500	Interest Earned	7,217.62	1,500.00	4,612.31	
211-001-67300	Sales-Fixed Assets	4,000.00	200,000.00		125,000.00
	FOOTNOTE AMOUNTS:				125,000.00
	Sale of 1999 Pierce pumper and 2010 rescue truck.				
211-001-67700	Transfer from Operating				
Totals for dept 001 - Revenue		412,302.12	1,537,600.00	404,605.65	503,911.00
TOTAL ESTIMATED REVENUES		412,302.12	1,537,600.00	404,605.65	503,911.00

APPROPRIATIONS					
Dept 344 - Expenditures					
211-344-76600	Personal Protective Equipment		42,225.00	36,693.43	44,925.00
	FOOTNOTE AMOUNTS:				17,500.00
	Replace seven (7) outdated pants and coats				
	FOOTNOTE AMOUNTS:				4,800.00
	Replace outdated helmets (11) and boots (5)				
	FOOTNOTE AMOUNTS:				15,500.00
	Replacing destroyed / unsafe 5 sets of PPE (coat, pant, helmet & boot) @ \$3,100 ea				
	FOOTNOTE AMOUNTS:				4,000.00
	Possible repairs to garments				
	FOOTNOTE AMOUNTS:				3,125.00
	Standard replacement of gloves and hoods				
	GL # FOOTNOTE TOTAL:				44,925.00
211-344-82500	Accounting & Audit Fees	1,300.00	1,000.00	1,000.00	1,000.00
	FOOTNOTE AMOUNTS:				1,000.00
211-344-96100	BOR/MTT Refunds	434.77	1,000.00	862.94	
211-344-97600	Vehicle	36,919.54	1,382,000.00		159,344.00
	FOOTNOTE AMOUNTS:				159,344.00
	Final payment on Rescue Engine ordered in 2018. Est delivery in late 2019.				
211-344-98000	Capital Outlay/Equipment	30,417.35	109,575.00	40,821.61	51,460.00
	FOOTNOTE AMOUNTS:				7,600.00
	Replace two 800 MHz portable radios @ \$3,800 ea				
	FOOTNOTE AMOUNTS:				1,300.00
	Mobile radio for new rescue engine				
	FOOTNOTE AMOUNTS:				16,000.00
	Replace 20 VHF radios @ \$800 ea				
	FOOTNOTE AMOUNTS:				12,000.00
	New operational & training policy management system. Mi Compliant. Startup \$6,000, 1st yr \$6,000				
	FOOTNOTE AMOUNTS:				4,860.00
	Mandatory hydrostatic testing of all 108 SCBA cylinders @ \$45 ea.				

	FOOTNOTE AMOUNTS:				6,300.00
	In-Vehicle video documentation system. 11 @ \$500 + 1 @ \$800				
	FOOTNOTE AMOUNTS:				1,900.00
	Akron ruggedized, battery powered portable scene light.				
	FOOTNOTE AMOUNTS:				1,500.00
	Residential clothing washer and dryer for Station 2.				
	GL # FOOTNOTE TOTAL:				51,460.00
211-344-98100	Capital Outlay/Facilities				90,000.00
	FOOTNOTE AMOUNTS:				10,000.00
	Sta 1: OFD contribution to parking lot maint & repairs				
	FOOTNOTE AMOUNTS:				4,000.00
	Sta 1: Window frame repair (north dormroom)				
	FOOTNOTE AMOUNTS:				20,000.00
	Sta 2: Parking lot repairs (repair cracks and seal coat)				
	FOOTNOTE AMOUNTS:				6,000.00
	Sta 2: Window frame repair				
	FOOTNOTE AMOUNTS:				20,000.00
	Sta 2: Station alerting system - Phase 1				
	FOOTNOTE AMOUNTS:				20,000.00
	Sta 1 & 2: General Maint & repairs				
	FOOTNOTE AMOUNTS:				5,000.00
	Sta 3: General Maint & Repairs				
	FOOTNOTE AMOUNTS:				5,000.00
	Sta 1: Public Sewer Connection				
	GL # FOOTNOTE TOTAL:				90,000.00
211-344-98800	Contingency		1,800.00		5,000.00
Totals for dept 344 - Expenditures		69,071.66	1,537,600.00	79,377.98	351,729.00
TOTAL APPROPRIATIONS		69,071.66	1,537,600.00	79,377.98	351,729.00
NET OF REVENUES/APPROPRIATIONS - FUND 211		343,230.46		325,227.67	152,182.00
BEGINNING FUND BALANCE		1,049,915.58	1,393,146.04	1,393,146.04	1,718,373.71
ENDING FUND BALANCE		1,393,146.04	1,393,146.04	1,718,373.71	1,870,555.71

Fund 219 - STREET LIGHTING FUND					
ESTIMATED REVENUES					
Dept 001 - Revenue					
219-001-40100	Carryover				
219-001-40200	Current Property Tax Levy				150,000.00
219-001-66500	Interest Earned				
Totals for dept 001 - Revenue					150,000.00
Dept 506 - Public Works					
219-506-67500	Transfer from General Fund				
Totals for dept 506 - Public Works					
TOTAL ESTIMATED REVENUES					150,000.00

APPROPRIATIONS					
Dept 506 - Public Works					
219-506-92600	Street Lighting				130,000.00
	Power Usage Expense				
219-506-97600	Capital Outlay / Upgrade				
Totals for dept 506 - Public Works					130,000.00
TOTAL APPROPRIATIONS					130,000.00
NET OF REVENUES/APPROPRIATIONS - FUND 219					20,000.00
BEGINNING FUND BALANCE					
ENDING FUND BALANCE					20,000.00

Fund 247 - TAX INCREMENT FINANCE AUTHORITY (SoDA)					
ESTIMATED REVENUES					
Dept 001 - Revenue					
247-001-40100	Carryover		30,600.00		5,300.00
247-001-40300	Current Real Property Tax	28,782.13	32,500.00	30,265.25	32,500.00
247-001-40400	Other Tax Revenue	9,195.69			
247-001-47500	Miscellaneous				
247-001-66500	Interest Earned	173.35	200.00	183.05	
Totals for dept 001 - Revenue		38,151.17	63,300.00	30,448.30	37,800.00
TOTAL ESTIMATED REVENUES		38,151.17	63,300.00	30,448.30	37,800.00

APPROPRIATIONS					
Dept 728 - Economic Development					
247-728-70300	Salary-Staff				
247-728-72800	Supplies				
247-728-73000	Postage				
247-728-80800	Consultants				
247-728-82500	Accounting & Audit Fees		300.00		300.00
247-728-82600	Legal Fees				
247-728-90300	Legal Notices				
247-728-93300	Repairs/Maintenance		3,000.00		7,500.00
	Contracted snow plowing Nov/Dec 2019				
247-728-96300	Contingency Items				
247-728-97500	Capital Outlay/Obligated Projects		60,000.00		30,000.00
	Payment #3 to Township for Reimbursement for South Drake Path/Grant Match				
247-728-97600	Capital Outlay/Land Acquisition				
Totals for dept 728 - Economic Development			63,300.00		37,800.00
TOTAL APPROPRIATIONS			63,300.00		37,800.00
NET OF REVENUES/APPROPRIATIONS - FUND 247		38,151.17		30,448.30	
BEGINNING FUND BALANCE		27,328.88	65,480.05	65,480.05	95,928.35
ENDING FUND BALANCE		65,480.05	65,480.05	95,928.35	95,928.35

Fund 249 - Building					
ESTIMATED REVENUES					
Dept 001 - Revenue					
249-001-40100	Carryover		70,451.00		43,256.62
249-001-66400	Interest on Investments	2,426.00	700.00	1,220.37	1,800.00
Totals for dept 001 - Revenue		2,426.00	71,151.00	1,220.37	45,056.62
TOTAL ESTIMATED REVENUES		2,426.00	71,151.00	1,220.37	45,056.62

APPROPRIATIONS					
Dept 371 - Bldg Dept					
249-371-70200	Salaries/Clerical	32,593.53	33,854.00	24,316.80	33,598.46
	Property Code Enforcement/Rental Inspector (50% of 1 FTE)				
	Admin Assistant (50% of .5 FTE)				
249-371-70400	In Lieu Of Insurance				
249-371-71500	Payroll Taxes - FICA	2,502.68	2,589.00	1,850.90	2,570.28
249-371-71600	Health & Life Insurance				
249-371-72200	Pension Plan	2,250.38	2,708.00	1,010.15	2,687.88
249-371-72500	Retiree Health Care	4,267.96			
249-371-82400	Contracted Bldg Plan Review	1,800.00	1,800.00	1,800.00	
249-371-82500	Accounting & Audit Fees	1,400.00	2,200.00	1,100.00	2,200.00
249-371-82600	Legal Fees	4,238.75	6,500.00		2,000.00
	Legal Dept Billings - Prop Maint				
249-371-95800	Education/Dues	1,120.00	1,500.00	595.90	1,500.00
	BS&A Consultant, Property Maintenance Code Training; Education				
249-371-97600	Capital Outlay	770.35	20,000.00		
Totals for dept 371 - Bldg Dept		50,943.65	71,151.00	30,673.75	44,556.62
TOTAL APPROPRIATIONS		50,943.65	71,151.00	30,673.75	44,556.62
NET OF REVENUES/APPROPRIATIONS - FUND 249		(48,517.65)		(29,453.38)	500.00
BEGINNING FUND BALANCE		492,869.40	444,351.75	444,351.75	414,898.37
ENDING FUND BALANCE		444,351.75	444,351.75	414,898.37	415,398.37

Fund 490 - Sewer					
ESTIMATED REVENUES					
Dept 000 - General					
490-000-40100	Carryover		155,855.00		857,352.02
490-000-65000	Mortgage/Contract/SAD/FF	61,366.05	660,000.00	114,480.58	85,400.00
490-000-66400	Interest on Investments	3,109.68	2,000.00	894.92	1,000.00
490-000-66600	Interest on Assessments	9,965.94			11,000.00
	Interest Portion of Sewer Mortgage Payments				
490-000-67900	Assessment Revenue	26,967.02			30,000.00
	FOOTNOTE AMOUNTS:				30,000.00
	Capital Portion of Sanitary Sewer Mortgage Payments				
490-000-68000	Benefit Fees	173,002.50	182,000.00	340,999.83	220,000.00
490-000-68100	Curb Box Fee				
490-000-68200	Debt Proceeds		425,000.00		
490-000-68300	Debt Service Connection Charges		42,746.00		
490-000-68500	Surcharge	25,478.58	30,000.00	12,447.03	30,000.00
490-000-69600	Miscellaneous Revenue	17,764.39	360,000.00	39,009.87	360,000.00
	FOOTNOTE AMOUNTS:				360,000.00
	SAW Grant Revenue				
490-000-69900	Transfer In	929,000.00			250,000.00
Totals for dept 000 - General		1,246,654.16	1,857,601.00	507,832.23	1,844,752.02
TOTAL ESTIMATED REVENUES		1,246,654.16	1,857,601.00	507,832.23	1,844,752.02

APPROPRIATIONS					
Dept 000 - General					
490-000-70200	Salaries/Clerical	50,805.44	63,825.00	45,269.64	62,963.48
	Public Works Director (50%)				
	Public Works Technical (50%)				
490-000-71500	Payroll Taxes - FICA	3,710.25	4,802.00	3,304.86	4,816.71
490-000-72200	Pension Plan	4,046.65	5,001.00	1,844.78	5,037.08
490-000-80800	Audit Fees	1,400.00	3,000.00	1,700.00	2,500.00
490-000-81000	Legal Fees	3,937.50	10,000.00	2,250.00	10,000.00
490-000-82000	Engineering Fees	2,160.50	20,000.00	3,067.10	5,000.00
490-000-82000.SANPH1	USDA Phase 1 Engineering Fees	26,419.65	425,000.00	157,580.35	
490-000-82000.SAWENG	SAW Grant Engineering Fees	14,590.73	210,000.00	164,456.79	130,000.00
490-000-82000.SAWSRV	SAW Grant Clean/VAC Field Services		198,000.00		210,000.00
490-000-95800	Professional Fees	22,353.50	26,000.00	16,000.00	26,000.00
490-000-96200	Miscellaneous				
490-000-96300	Refunds to Developers		90,000.00	60,000.00	
490-000-96300.N10THS	Refund to Developer				
490-000-96300.WWKLAV	Refund to Developer				
490-000-96400	Construction Costs	296,580.74	53,000.00	31,721.70	20,000.00
	FOOTNOTE AMOUNTS:				20,000.00
	Miscellaneous Infrastructure Repairs & Improvements				
490-000-96400.ATLSWR	Construction Costs	2,532.50			
490-000-96400.BTRSAN	BTR 2.0 San Sewer Construction Costs		151,000.00		144,000.00
490-000-96400.N10THS	Construction Costs	13,365.39	7,500.00	3,023.11	
490-000-96400.WWBTR2	Construction Costs				
490-000-96400.WWKLAV	Construction Costs	803,163.84	13,500.00	8,191.65	
490-000-96400.WWMAIN	Construction Costs	(24,442.44)		24,442.44	
490-000-96580	Transfer to USDA Sewer Phase 1				163,900.00
490-000-96590	Transfer to USDA Sewer Phase 2				929,400.00
490-000-97000	Bond Principal				
490-000-97200	LTD Payment - Balkema				
490-000-97500	Bond Interest				

490-000-99100	Principial Payment - National City				
490-000-99500	Interest Payment - National City				
490-000-99600	Debt Service		255,000.00		130,058.00
Totals for dept 000 - General		1,220,624.25	1,535,628.00	522,852.42	1,843,675.27
TOTAL APPROPRIATIONS		1,220,624.25	1,535,628.00	522,852.42	1,843,675.27
NET OF REVENUES/APPROPRIATIONS - FUND 490		26,029.91	321,973.00	(15,020.19)	1,076.75
BEGINNING FUND BALANCE		246,553.50	272,583.41	272,583.41	257,563.22
ENDING FUND BALANCE		272,583.41	594,556.41	257,563.22	258,639.97

Fund 491 - Water					
ESTIMATED REVENUES					
Dept 000 - General					
491-000-40100	Carryover		108,773.00		315,275.02
491-000-65000	Mortgage/Contract/SAD/FF	43,679.51	40,000.00	26,880.89	24,000.00
491-000-66400	Interest on Investments	5,844.73	2,000.00	3,842.96	4,000.00
491-000-66600	Interest on Assessments	4,519.62			
491-000-67900	Assessment Revenue	8,679.83			
491-000-68000	Benefit Fees	49,945.98	45,000.00	73,210.00	58,000.00
491-000-68100	Curb Box Fees	34,450.00	30,000.00	27,200.00	30,000.00
491-000-68500	Surcharge	90,984.97	70,000.00	37,551.75	74,000.00
491-000-69000	Water Extension	1,191,675.65	350,000.00	14,804.76	
491-000-69600	Miscellaneous Revenue				
491-000-69900	Indirect Cost Reimbursement				
Totals for dept 000 - General		1,429,780.29	645,773.00	183,490.36	505,275.02
TOTAL ESTIMATED REVENUES		1,429,780.29	645,773.00	183,490.36	505,275.02

APPROPRIATIONS					
Dept 000 - General					
491-000-70200	Salaries/Clerical	13,018.38	17,102.00	6,199.84	17,514.08
	Public Works Technical 1 FTE (35%)				
491-000-71500	Payroll Taxes - FICA	996.41	1,306.00	473.83	1,339.82
491-000-72200	Pension Plan	2,545.04	1,365.00	271.80	1,401.12
491-000-80800	Audit Fees	1,400.00	3,000.00	1,700.00	2,500.00
491-000-82000	Engineering Fees	293.60	4,000.00	1,274.90	4,000.00
491-000-82600	Legal Fees	10,013.00	10,000.00	525.00	10,000.00
491-000-95100	Water Hook-ups - City of Kalamazoo				
491-000-95800	Professional Fees	15,000.00	26,000.00	16,000.00	26,520.00
491-000-96200	Miscellaneous			56.27	17,000.00
	FOOTNOTE AMOUNTS:				17,000.00
	Fire Hydrant Inspection and Maintenance				
491-000-96300	Contingency Items				
491-000-96400	Construction Costs	283,218.51	20,000.00	150.00	20,000.00
	FOOTNOTE AMOUNTS:				20,000.00
	Miscellaneous Infrastructure Repairs & Improvements				
491-000-96400.BTRWTR	BTR 2.0 Water Ext Construction Costs		155,000.00		146,000.00
491-000-96400.WM7TO8	Construction Water Main 7th to 8th				217,000.00
491-000-96400.WTRBTR	BTR 2.0 Water Extension Construction Cost				
491-000-96400.WTRIMP	Construction Costs				
491-000-96400.WTRKLA	Construction Costs	1,095,148.03	353,000.00	4,762.80	
491-000-96600	Curb Box Installations	40,306.98	55,000.00	40,722.03	42,000.00
Totals for dept 000 - General		1,461,939.95	645,773.00	72,136.47	505,275.02
TOTAL APPROPRIATIONS		1,461,939.95	645,773.00	72,136.47	505,275.02
NET OF REVENUES/APPROPRIATIONS - FUND 491		(32,159.66)		111,353.89	
BEGINNING FUND BALANCE		1,150,803.64	1,118,643.98	1,118,643.98	1,229,997.87
ENDING FUND BALANCE		1,118,643.98	1,118,643.98	1,229,997.87	1,229,997.87

Fund 492 - USDA Sewer Phase 1					
ESTIMATED REVENUES					
Dept 000 - General					
492-000-40100	Carryover				
492-000-67800	Transfer from Sewer				163,900.00
492-000-68200	Debt Proceeds				8,308,000.00
Totals for dept 000 - General					8,471,900.00
TOTAL ESTIMATED REVENUES					8,471,900.00

APPROPRIATIONS					
Dept 000 - General					
492-000-80800	Audit Fees				3,500.00
492-000-82000	Engineering Fees				457,600.00
492-000-82600	Legal Fees				20,000.00
492-000-96400	Construction Costs				6,582,800.00
	FOOTNOTE AMOUNTS:				2,052,900.00
	A-Skyridge Area				
	FOOTNOTE AMOUNTS:				1,550,200.00
	A-West Main Sewer & 7th St Pump Station				
	FOOTNOTE AMOUNTS:				463,400.00
	B-Beech Street (Allenwood Plat)				
	FOOTNOTE AMOUNTS:				1,093,700.00
	B-Fairlane Plat				
	FOOTNOTE AMOUNTS:				296,500.00
	B-Meridian & Sunset Street (Pioneer Acres Plat)				
	FOOTNOTE AMOUNTS:				1,126,100.00
	B-Whitegate Farms Plat				
	GL # FOOTNOTE TOTAL:				6,582,800.00
492-000-96400.SANCOA	Construction Costs Contract A				
492-000-96400.SANCOB	Construction Costs Contract B				
Totals for dept 000 - General					7,063,900.00
TOTAL APPROPRIATIONS					7,063,900.00
NET OF REVENUES/APPROPRIATIONS - FUND 492					1,408,000.00
BEGINNING FUND BALANCE					
ENDING FUND BALANCE					1,408,000.00

Fund 493 - USDA Sewer Phase 2					
ESTIMATED REVENUES					
Dept 000 - General					
493-000-40100	Carryover				
493-000-67800	Transfer from Sewer				929,400.00
493-000-68200	Debt Proceeds				
Totals for dept 000 - General					929,400.00
TOTAL ESTIMATED REVENUES					929,400.00

APPROPRIATIONS					
Dept 000 - General					
493-000-80800	Audit Fees				
493-000-82000	Engineering Fees				909,400.00
	FOOTNOTE AMOUNTS:				118,200.00
	Country Club Plat, Engineering Design				
	FOOTNOTE AMOUNTS:				576,150.00
	West port and Meadowbrook Plat, Engineering Design				
	FOOTNOTE AMOUNTS:				71,850.00
	11th Street Sanitary, Parkview to N Ave, Engineering Design				
	FOOTNOTE AMOUNTS:				81,000.00
	Frie and Gibbs Plat Sewer and Pump Station, Engineering Design				
	FOOTNOTE AMOUNTS:				82,200.00
	KL Ave Sewer, Autumns Way Blvd to 8th St				
	GL # FOOTNOTE TOTAL:				929,400.00
493-000-82600	Legal Fees				20,000.00
	FOOTNOTE AMOUNTS:				20,000.00
	Bond Council; Special Council				
	FOOTNOTE AMOUNTS:				55,000.00
	Municipal Advisor				
	GL # FOOTNOTE TOTAL:				75,000.00
493-000-96400	Construction Costs				
	Totals for dept 000 - General				929,400.00
TOTAL APPROPRIATIONS					929,400.00
NET OF REVENUES/APPROPRIATIONS - FUND 493					
BEGINNING FUND BALANCE					
ENDING FUND BALANCE					

Fund 736 - Retiree Medical Trust Fund					
ESTIMATED REVENUES					
Dept 001 - Revenue					
736-001-40100	Carryover		13,000.00		13,000.00
736-001-66500	Interest Earned	37,161.50	5,000.00	2,501.49	5,000.00
Totals for dept 001 - Revenue		37,161.50	18,000.00	2,501.49	18,000.00
TOTAL ESTIMATED REVENUES		37,161.50	18,000.00	2,501.49	18,000.00

APPROPRIATIONS					
Dept 234 - Insurance & Bonds					
736-234-72500	Insurance Premiums	(38,881.50)	18,000.00	7,886.06	18,000.00
	FOOTNOTE AMOUNTS:				18,000.00
	Retiree Grandfathered Group - 4 @ \$4500 each				
736-234-80800	Administrative Costs				
Totals for dept 234 - Insurance & Bonds		(38,881.50)	18,000.00	7,886.06	18,000.00
Dept 371 - Bldg Dept					
736-371-97300	Transfer to Other Funds				
Totals for dept 371 - Bldg Dept					
TOTAL APPROPRIATIONS					
		(38,881.50)	18,000.00	7,886.06	18,000.00
NET OF REVENUES/APPROPRIATIONS - FUND 736		76,043.00		(5,384.57)	
BEGINNING FUND BALANCE		129,917.00	205,960.00	205,960.00	200,575.43
ENDING FUND BALANCE		205,960.00	205,960.00	200,575.43	200,575.43

Fund 900 - DDA Fund					
ESTIMATED REVENUES					
Dept 001 - Revenue					
900-001-40100	Carryover		88,000.00		457,250.00
900-001-40300	Current Real Property Tax	75,764.45	132,000.00	101,228.21	146,000.00
	FOOTNOTE AMOUNTS:				40,000.00
	Personal Property Tax Reimbursement				
	FOOTNOTE AMOUNTS:				106,000.00
	Real Property Tax				
	GL # FOOTNOTE TOTAL:				146,000.00
900-001-47500	Miscellaneous	44,288.27			
900-001-66500	Interest Earned	3,650.14	400.00	2,190.29	3,000.00
Totals for dept 001 - Revenue		123,702.86	220,400.00	103,418.50	606,250.00
TOTAL ESTIMATED REVENUES		123,702.86	220,400.00	103,418.50	606,250.00

APPROPRIATIONS					
Dept 728 - Economic Development					
900-728-70300	Salaries-Staff	2,000.00	2,000.00	1,000.00	2,000.00
900-728-72800	Supplies	220.70	500.00		500.00
900-728-73000	Postage	175.00	500.00		500.00
900-728-80100	Community Events	750.00	750.00	750.00	750.00
900-728-80100.GISPOL	Community Events				
900-728-80800	Consultants	30,736.60	45,000.00	9,643.09	20,000.00
	FOOTNOTE AMOUNTS:				20,000.00
	Market Study				
900-728-80800.DDAVTP	Consultants				
900-728-80800.NMS9TH	Non motorized 9th St.		27,000.00		10,000.00
	FOOTNOTE AMOUNTS:				10,000.00
	South 9th Street Non-motorized, Erie to Prairie Ridge Elementary (Concept Plans)				
900-728-82500	Accounting & Audit Fees	1,150.00	2,000.00	1,000.00	2,000.00
900-728-82600	Legal Fees	97.50	2,000.00		2,000.00
900-728-90300	Legal Notices		500.00	30.00	500.00
900-728-93300	Repairs and Maintenance	2,840.00	6,000.00	1,972.00	8,000.00
	FOOTNOTE AMOUNTS:				2,000.00
	Village Banners				
	FOOTNOTE AMOUNTS:				4,000.00
	Lawn Care and Maintenance				
	FOOTNOTE AMOUNTS:				2,000.00
	Commercial Access Drive Snow Removal				
	GL # FOOTNOTE TOTAL:				8,000.00
900-728-96200	Miscellaneous	3,390.48			
900-728-97500	Capital Outlay/Obligated Projects		78,150.00	26,468.45	480,000.00
	FOOTNOTE AMOUNTS:				10,000.00
	Grants/Loan Program				
	FOOTNOTE AMOUNTS:				400,000.00
	Corner Site Improvements @ 9th & Stadium				
	FOOTNOTE AMOUNTS:				70,000.00

	Corner Site Improvements Construction Documents & Administration				
	GL # FOOTNOTE TOTAL:				480,000.00
900-728-97500.DDACNR	DDA Stadium Corner Project				
900-728-97500.NMSTDM	Non motorized Stadium Dr.		56,000.00	16,531.11	80,000.00
	FOOTNOTE AMOUNTS:				30,000.00
	Stadium Dr Non-motorized, South 8th to South 11th CDs (TAP;Shared Project with Township)				
	FOOTNOTE AMOUNTS:				50,000.00
	Stadium Dr Easement Aquisition				
	GL # FOOTNOTE TOTAL:				80,000.00
900-728-97600	Capital Outlay/Land Acquisition				
Totals for dept 728 - Economic Development		41,360.28	220,400.00	57,394.65	606,250.00
TOTAL APPROPRIATIONS		41,360.28	220,400.00	57,394.65	606,250.00

NET OF REVENUES/APPROPRIATIONS - FUND 900		82,342.58		46,023.85	
BEGINNING FUND BALANCE		668,441.53	750,784.11	750,784.11	796,807.96
ENDING FUND BALANCE		750,784.11	750,784.11	796,807.96	796,807.96

ESTIMATED REVENUES - ALL FUNDS	10,100,305.22	14,532,747.00	6,601,784.61	23,230,990.26	
APPROPRIATIONS - ALL FUNDS	10,860,372.01	14,131,111.00	5,155,474.24	21,546,026.05	
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS	(760,066.79)	401,636.00	1,446,310.37	1,684,964.21	
BEGINNING FUND BALANCE - ALL FUNDS	9,099,013.55	8,338,946.76	8,338,946.76	9,785,257.13	
ENDING FUND BALANCE - ALL FUNDS	8,338,946.76	8,740,582.76	9,785,257.13	11,470,221.34	