

City of Beaverton  
City Council Agenda for the Regular Meeting of  
Monday, September 21, 2020  
6:00 pm

COUNCIL

Mayor – Ray Nau  
Member – Terry McCartney  
Member – Kevin Neville  
Member – Tim Danielak  
Member – Nellie List  
Member – Nila Frei  
Member – Brooke Werth

1. Roll Call 6:00 pm
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Comment: This is an opportunity for persons to address the Council on issues relevant to City business but not on the meeting agenda. Please state your name and address.
5. Adoption of Meeting Minutes: Regular Meeting August 17, Special Meeting August 24 and Special Meeting September 3, 2020
6. Agenda Items:

A. Consideration of insurance claim for resident

**Summary:** A City employee accidentally damaged a resident's property while mowing the City's drainage area. The claim was processed through the City's insurance carrier (MML) and was denied due to Governmental Immunity. If the City is to consider the reimbursement to the resident, MML recommends the resident agree to sign a waiver prior to payment. MML has provided the waiver to the City.

B. Resolution 2020-25: Fire Run Charges

**Summary:** The Beaverton Area Fire Protection District has requested that the City update its fee schedule to include fire run charges. The attached resolution approves the recommended fees.

C. Ordinance 2020-4 Amendment to Title II Utilities and Services, Chapter 29 to include Fire Run Charges

**Summary:** The attached ordinance amendment will add fire run charges to the current utilities and services code.

D. Consideration of Saginaw St. Change Order #1

**Summary:** Dave Richmond from Rowe Engineering will explain the need for Change Order #1 to the Council.

E. Consideration of Proposal from Rowe for Engineering Services for Glidden St. Reconstruction

**Summary:** The attached proposal is for all engineering related services in regards to the Glidden Street Reconstruction Project. As discussed prior, the amounts of these services will be considered as credit against any payment owed to Rowe based on the agreement between parties.

F. Consideration of proposal from Rowe for Engineering Services for Industrial Park Improvements

**Summary:** The regards to the grant from EDA for the Industrial Park Expansion Project, EDA staff requested a full copy of the engineering agreement for design, construction, inspections, etc. The attached agreement encompasses all of the services provided. As discussed prior, the amounts of these services will be considered as credit against any payment owed to Rowe based on the agreement between parties.

G. Consideration of Request from Jim & Kelly Wyrembelski to Remove a Tree on North Side of 202 Knox

**Summary:** The Wyrembelski's are finishing the development of 202 Knox and would like to remove the tree near the property on the north side. The tree is healthy and owned by the City (right of way), so Council would need to review the request and make a final determination.

H. Consideration of request for housing chickens in the City

**Summary:** Old business item from a prior Council Meeting. Included in the packet is information from a neighboring community (Harrison), who is dealing with the same issue.

I. Consideration of amendment to agreement between Geosyntec and the City of Beaverton

**Summary:** Due to COVID 19, FERC is requesting the City complete the required annual inspection on its own. Due to the sensitivities surrounding hydro dams in the area, I recommend the City consider an outside entity complete the inspection on behalf of the City. Geosyntec has offered to amend the current agreement by \$2,600 to complete this task.

J. Helping Hands Outreach, Inc Request

**Summary:** The Helping Hands Mission would like to utilize the old City Hall Building (124 W. Brown Street) for future board meetings. Attached is their written request.

7. Reports:

- A. County Commissioner's Report/Rick Grove
- B. DPW Report/Robert Sabisch
- C. Police Report/Chief Brad Davis
- D. Mayor's Report/Ray Nau
- E. City Manager's Report/Heath Kaplan
- F. Engineer's Report
- G. Library Use Data Report

8. Ways & Means: Payment of Bills for August 2020: \$ 285,793.38

9. Committee Reports

- A. Fire Board
- B. Fair Board
- C. Parks and Recreation
- D. Police Committee
- E. Personnel Committee
- F. Downtown Development Authority

10. Communications:

11. Adjournment

MINUTES OF VIRTUAL BEAVERTON CITY COUNCIL MEETING  
August 17, 2020

Meeting was called to order by Mayor Ray Nau at 6:00 pm

Pledge of Allegiance was recited by all present

Present: McCartney, Danielak, Neville, List, Frei, Werth

Absent:

Staff Present: Heath Kaplan, Ray Nau, Janelle Keen, Brad Davis, Robert Sabisch, Community Dev. Coordinator Sharon Campbell

Also Present: Tara Hovey, Laura Brandon, and other members of the community

Approval of Agenda: Motion by Frei, second by McCartney to approve agenda with addition of section P: Quote for new flags for City hall.

Ayes: McCartney, Neville, Danielak, List, Frei, Werth

Nays: None

Absent: None

Abstain: None

Motion Carried

Public Comment: County Clerk Laura Brandon-Maveal presented report on election day duties completed by City Clerk and Poll Workers. Maveal stated that election day went smoothly and that Keen and her election commission scored 100% on County Canvass Checklist of items to be completed on election day.

Adoption of meeting minutes: Motion by McCartney, second by Frei to approve minutes from Regular Virtual Meeting July 20, Special Virtual Meeting August 6 and Special Virtual Meeting August 11, 2020.

Ayes: McCartney, Neville, Danielak, List, Frei, Werth

Nays: None

Absent: None

Abstain: None

Motion Carried

Business Agenda Items:

- A. Motion by McCartney, second by Neville to approve Consumers Energy Contract.

Ayes: McCartney, Neville, Danielak, List, Frei, Werth

Nays: None

Absent: None

Abstain: None

Motion Carried

- B. Motion by Frei, second by McCartney to approve Quote 2020-28 from Santa's Light Crew

Ayes: McCartney, Neville, Danielak, List, Frei, Werth

Nays: None

Absent: None

Abstain: None

Motion Carried

- C. Quote 2020-28a from Santa's Light Crew: McCartney will take quote to Parks and Recs Committee for approval.

D. Motion by Frei, second by Neville to approve Resolution 2020-23: Purchase of trailer and property at 353 W. Brown St. in the amount of \$4,808.  
Ayes: McCartney, Neville, Danielak, List, Frei, Werth  
Nays: None  
Absent: None  
Abstain: None  
Resolution adopted

E. Motion by Werth, second by McCartney to accept amendment of SRO agreement between the City and Beaverton Schools to include two officers with Chief Davis scheduling two officers at his discretion.  
Ayes: McCartney, Neville, Danielak, List, Frei, Werth  
Nays: None  
Absent: None  
Abstain: None  
Motion Carried

Executive Session: Motion by List, second by McCartney to open executive session at 6:45pm.  
Ayes: McCartney, Neville, Danielak, List, Frei, Werth  
Nays: None  
Absent: None  
Abstain: None  
Motion Carried

Motion by Werth, second by Danielak to close executive session at 6:57pm.  
Ayes: McCartney, Neville, Danielak, List, Frei, Werth  
Nays: None  
Absent: None  
Abstain: None  
Motion Carried

- A. -County Commissioner Rick Grove: No report
- B. -DPW Supervisor Robert Sabisch: Written report, more quotes came in for 320 Knox Street for tree removal
- C. -Police Report: Written report provided, Frei commented that the splash pad should continue to be monitored by officers
- D. -Mayor's Report/Ray Nau: No report
- E. -City Manager's Report/Heath Kaplan: Work on Glidden is slated to start toward the end of September
- F. -Engineer's Report/Dave Richmond: Verbal report on all projects
- G. -Library Use Data Report: Written report provided, due to COVID 19, library is currently open by appointment only.

Ways & Means: Motion by McCartney, second by Frei to approve bills paid for July 2020 in the amount of \$ 243,805.18.

Committee Reports:

- A. -Fire Board: Written report provided, cost for fire calls needs to be upgraded, it will be discussed at the September meeting
- B. -Fair Board: None
- C. -Park & Recreation: Sign has been installed at splash pad, sign for the boat launch is being made, committee is working with Calhoun Campground on any issues that arise, Pam Cingano is helping to write a grant to obtain funds from Dow or Midland Community Foundation, Campbell stated that there is a lot of positive feedback on the camp managers and many return campers

D.-Police Committee: No report

E. -Personnel Committee: No report

F. -Downtown Development Authority: There will be a Special DDA meeting tomorrow evening

Communications: A resident commented to a council member that they are not happy that the rust removal plant in going in Leo Ross Park, Nau thanked Dave Richmond and Rick Freeman from Rowe Engineering for all their hard work and stated we are looking forward to moving forward on our projects

Adjournment: Motion by McCartney, second by Werth to adjourn meeting at 7:02pm.

Ayes: McCartney, Neville, Danielak, List, Frei, Werth

Nays: None

Absent: None

Abstain: None

Motion Carried

Respectfully Submitted,

Janelle Keen/Clerk

MINUTES OF VIRTUAL BEAVERTON CITY SPECIAL COUNCIL MEETING

August 24, 2020

Meeting was called to order by Mayor Pro Tem Kevin Neville at 6:01 pm

Pledge of Allegiance was recited by all present

Present: Council members: McCartney, Neville, List, Frei, Werth

Absent: Danielak

Also present: City Manager Heath Kaplan, Mayor Ray Nau, City Clerk Janelle Keen and Community Dev. Coordinator Sharon Campbell

Approval of Agenda: Motion by McCartney, second by Werth to approve agenda with correction of Regular Meeting to read Special Meeting.

Ayes: McCartney, Neville, List, Frei, Werth

Nays: None

Absent: Danielak

Abstain: None

Danielak joined the meeting at 6:03pm

Public Comment: None

Adoption of Meeting Minutes: Minutes will be presented at meeting on September 21, 2020

Business Agenda Items:

A. Motion by McCartney, second by Frei to approve City Manager Heath Kaplan to distribute USDA loan/grant funds for the Saginaw St. and Lift Station projects. Council approval will be needed for any future change orders.

Ayes: McCartney, Neville, Danielak, List, Frei, Werth

Nays: None

Absent:

Abstain: None

Communications: None

Adjournment: Motion by Danielak, second by Werth to adjourn meeting at 6:11pm.

Ayes: McCartney, Neville, Danielak, List, Frei, Werth

Nays: None

Absent:

Abstain: None

Respectfully Submitted,

Janelle Keen, City Clerk

MINUTES OF VIRTUAL BEAVERTON CITY SPECIAL COUNCIL MEETING

September 3, 2020

Meeting was called to order by Mayor Ray Nau at 6:00 pm

Pledge of Allegiance was recited by all present

Present: Council members: McCartney, Neville, List, Frei, Werth

Absent: Danielak

Also present: City Manager Heath Kaplan, Mayor Ray Nau, City Clerk Janelle Keen and members of the community

Approval of Agenda: Motion by McCartney, second by Frei to approve agenda.

Ayes: McCartney, Neville, List, Frei, Werth

Nays: None

Absent: Danielak

Abstain: None

Public Comment: None

Business Agenda Items:

A. Motion by McCartney, second by Frei to approve amendment to Ordinance 2020-3.

Ayes: McCartney, Neville, List, Frei, Werth

Nays: None

Absent: Danielak

Abstain: None

B. Motion by List, second by Frei too approve resolution 2020-24: Bond for Reconstruction of Glidden Street.

Ayes: McCartney, Neville, List, Frei, Werth

Nays: None

Absent: Danielak

Abstain: None

C. Motion by McCartney, second by Frei to accept bid from American Excavation for reconstruction of Glidden Street as recommended by Rowe Engineering

Ayes: McCartney, Neville, List, Frei, Werth

Nays: None

Absent: Danielak

Abstain: None

Communications: None

Adjournment: Motion by McCartney, second by List to adjourn meeting at 6:17pm.

Ayes: McCartney, Neville, List, Frei, Werth

Nays: None

Absent: Danielak

Abstain: None

Respectfully Submitted,

Janelle Keen, City Clerk

**CAMPING WORLD of HOUGHTON LAKE**

2735 W Houghton Lake Dr.  
 Houghton Lake, MI 48629  
 (989) 366-8988 1219  
 Fax: (989) 366-6445  
 Tax ID: 201615021

**Appraiser Info**

Camping World of Houghton Lake  
 Kelly Van-Y  
 2735 W. Houghton Lake Dr.  
 Houghton Lake, MI 48629  
 (855) 729-3698  
 Email: kelly.van-y@campingworld.com

Claim No  
 Date of Estimate

**PURDY**  
**8/27/2020**

<b>Owner</b>	<b>Date of Loss</b>	<b>Policy Number</b>
STEPHEN PURDY	Vehicle 2018 Forest River	Claim Type
487 LANG ROAD	Model PALOMINO TRUCK CAMPER	Deductible \$0.00
BEAVERTON, MI 48612	VIN 4X4SSZ100JN108350	Mileage
(517) 749-3244	Serial Number	Parts Labor Rate \$135.00
	License Plate	Tax Rate 6%
	Loss Location	Secondary Tax 0%
	Cause	

**Parts Detail Listing**

Op Code	Part #	Qty	Description	UOM	Dep %	Material	Hours	Labor	Sub Total
1	R/R EMER. WINDOW	1	EMERGENCY EXIT WINDOW	EA		\$220.00	1.5	\$202.50	\$422.50
2	R/R 600S	1	BUTYL AND SEALANT	COMPLETE		\$25.98	0	\$0.00	\$25.98
3	RPR FREIGHT	1	FREIGHT FOR WINDOW	EA		\$88.00	0	\$0.00	\$88.00
4	RPR CRATE	1	CRATE FOR WINDOW	EA		\$45.00	0	\$0.00	\$45.00
									\$587.56

6



**CAMPING WORLD of HOUGHTON LAKE**

2735 W Houghton Lake Dr.  
 Houghton Lake, MI 48629  
 (989) 366-8988 1219  
 Fax: (989) 366-6445  
 Tax ID: 201615021

**Appraiser Info**

Camping World of Houghton Lake  
 Kelly Van-Y  
 2735 W. Houghton Lake Dr.  
 Houghton Lake, MI 48629  
 (855) 729-3698  
 Email: kelly.van-y@campingworld.com

Claim No  
 Date of Estimate

**PURDY**  
**8/27/2020**

Owner	Date of Loss	Policy Number	Claim Type
STEPHEN PURDY 487 LANG ROAD BEAVERTON, MI 48612 (517) 749-3244	Vehicle 2018 Forest River Model PALOMINO TRUCK CAMPER VIN 4X4SSZ100JN108350 Serial Number License Plate Loss Location Cause		Deductible \$0.00 Mileage Parts Labor Rate \$135.00 Tax Rate 6% Secondary Tax 0%

**Insurance Company**

Unknown  
 -- Adjustor Info --

**Summary - Draft**

Parts and Labor.....	Parts: \$378.98
	1.5 hours @ \$135.00 Parts Labor: \$202.50
	\$202.50 Parts Labor @ 3% Shop Supplies: \$6.08
	Parts and Labor Total: \$587.56
SUBTOTALS.....	TOTAL PARTS: \$385.06
	TOTAL LABOR: \$202.50
Tax.....	
	Tax Rate (material) on \$385.06 @ 6%: \$23.10
	Sub-Total: \$610.66

**Approval Signatures**

_____	_____
Owner	Dated
_____	_____
Appraiser	Dated

Adjustments.....	Deductible: \$0.00
	Total Adjustments: \$0.00
	Claim/Estimate Total - (\$) US Dollar: \$610.66

**RESOLUTION 2020- 25**

AT A MEETING OF THE CITY COUNCIL OF THE CITY OF BEAVERTON,  
GLADWIN COUNTY, MICHIGAN, HELD AT \_\_\_\_\_, ON \_\_\_\_\_, 2020

WHEREAS, the City of Beaverton, Gladwin County, Michigan, in order to establish charges for fire department services and provide financial assistance to the Beaverton Area Fire Protection District in the operation of the Fire Department from those receiving direct benefit from the fire protection service and to protect the City from incurring extraordinary expenses resulting from utilization of fire services; and

WHEREAS, the City Council SPECIFICALLY authorizes the imposition of charges to recover reasonable and actual costs incurred by the City in responding to calls for assistance in connection with fire department services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beaverton, Gladwin County, Michigan, that the Ordinances of the City of Beaverton is amended to include Chapter 29 of Title II, Fire Run Charges Ordinance, Ordinance 2020-\_\_\_\_ is hereby adopted.

Dated: \_\_\_\_\_, 2020

City Council of the City of Beaverton,  
Gladwin County, Michigan

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT/ABSTAIN: \_\_\_\_\_

I, Janelle Keen, City Clerk of the City of Beaverton, Michigan do hereby certify that the Resolution 2020-\_\_\_\_ was adopted by the City Council of the City of Beaverton at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
JANELLE KEEN, City Clerk

**TITLE II**  
**UTILITIES AND SERVICES**  
**CHAPTER 29**  
**FIRE RUN CHARGES**  
**CITY OF BEAVERTON**  
**Ordinance NO. 2020- 4**

The City of Beaverton ordains that Chapter 29 of the City Code is hereby added as follows:

**§2.29.1 Purpose.**

In order to establish charges for fire department services and provide financial assistance to the Beaverton Area Fire Protection District in the operation of the Fire Department from those receiving direct benefit from the fire protection service and to protect the City from incurring extraordinary expenses resulting from utilization of fire services, the City Council authorizes the imposition of charges to recover reasonable and actual costs incurred by the City in responding to calls for assistance in connection with fire department services.

**§2.29.2 "Responsible Party" Defined.**

Any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity or any other legal entity, that receives a service, in whole or in part, from the Beaverton Area Fire District.

**§2.29.3 Charge Imposed Upon Responsible Party.**

When the Beaverton Area Fire District responds to a call for assistance the following charges shall hereafter be due and payable to the Beaverton Area Fire Protection District from the recipient of any of the following enumerated services:

- A. Grass fire \$500.00
- B. Rubbish Fire \$500.00
- C. Automobile fire \$500.00
- D. House fire \$1,500.00
- E. Fire in a commercial establishment \$2,500.00
- F. Fire in an industrial or manufacturing establishment \$2,500.00
- G. Fire in a multiple-family building \$1,500.00
- H. Hotel or motel fire \$2,500.00
- I. Aircraft fire \$500.00
- J. Truck fire \$1,000.00 (Commercial)
- K. Forest fire \$500.00
- L. Emergency rescue service \$N/A
- M. Other services not specifically enumerated \$350.00 per first hour or fraction thereof, per truck, \$300.00 per hour or fraction thereof thereafter.

**§2.29.4 Exemptions.**

The following services shall be exempt from the foregoing charges:

- A. False alarms.

- B. Fires caused by railroad trains which are the specific statutory responsibility of railroad companies.
- C. Fire involving City or Township buildings, grounds and/or property.
- D. Fire services performed outside the jurisdiction of the Beaverton Area Fire District under a mutual aid contract with an adjoining municipality.

**§2.29.5 Billing Procedure.**

Following the conclusion of the fire services incident, the Beaverton Area Fire District shall submit a detailed invoice to the responsible party for payment. Full payment shall be due within thirty (30) days of receipt of the bill. Any additional expenses that become known to the Beaverton Area Fire District following the transmittal of the bill to the responsible party shall be billed in the same manner on a subsequent bill to the responsible party. For any amounts due that remain unpaid after thirty (30) days, the City shall impose a late charge of one (1%) percent per month or fraction thereof.

**§2.29.6 Other Remedies**

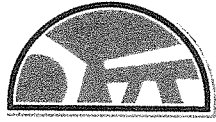
The Beaverton Area Fire District may pursue any other remedy, or may institute any appropriate action or proceeding, in a court of competent jurisdiction to collect charges imposed under this ordinance. The recovery of charges imposed under this ordinance does not limit liability of responsible parties under local ordinance or state or federal law, rule or regulation.

**§2.29.7 Severability.**

Should any provision or part of the within ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity of the balance of this ordinance which shall remain in full force and effect.

**§2.29.8 Effective Date.**

This ordinance shall take effect \_\_\_\_\_ days after its final passage by the City Council of the City of Beaverton, Michigan. All ordinances or parts of ordinances in conflict are hereby repealed.



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention. <sup>sm</sup>*

## Memorandum

**To:** Beaverton City Council  
**From:** David E. Richmond, PE  
**Date:** September 14, 2020  
**RE:** Saginaw Street Reconstruction – Change Order #1

---

During the installation of the sanitary sewer on Saginaw Street, a sag in the pipe coming from the north on Church Street was discovered. In order to correct this existing condition, an additional 100 feet of 10-inch sanitary sewer will need to be installed along Church Street to the north. To install the pipe, pavement will need to be removed and replaced.

Attached is change order #1 to install the additional pipe along Church Street and correct the existing sag in the pipe. Contingency funds budgeted for the project will be used for this additional work.

Attachment

R:\Projects\18M0119\Docs\Correspondence Out\Council Agenda\Council Agenda Item Memo - Saginaw St CO 1.docx

Date of Issuance: September 10, 2020	Effective Date: July 30, 2020
Owner: City of Beaverton	Owner's Contract No.:
Contractor: Sterling Excavation, Inc	Contractor's Project No.:
Engineer: ROWE Professional Services, Inc	Engineer's Project No.: 18M0095
Project: Saginaw Street Reconstruction	Contract Name: Saginaw Street Reconstruction

The Contract is modified as follows upon execution of this Change Order:

Description: The addition of 100 feet of 10" sanitary sewer extended north on Church Street to remove a low spot in the sewer at the new manhole. The work also includes the removal and replacement of pavement to install the sewer.

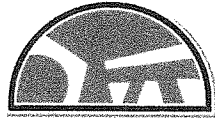
Attachments: See attached estimate

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 1,297,641.19	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ NA	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 1,297,641.19	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ 16,305.50	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 1,313,946.69	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<b>RECOMMENDED:</b>		<b>ACCEPTED:</b>		<b>ACCEPTED:</b>	
By: David E. Richmond, P.E.	<small>Digitally signed by David E. Richmond, P.E. DN: cn=David E. Richmond, P.E., o=ROWE Professional Services, c=US, email=DRichmond@roweps.com, 2020.09.14 11:12:24-0400</small>	By: _____	By: _____	By: _____	By: _____
Title: Senior Project Manager		Title: Owner (Authorized Signature)		Title: Contractor (Authorized Signature)	
Date: 9-10-20	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.™*

## Memorandum

**To:** Beaverton City Council  
**From:** David E. Richmond, PE  
**Date:** September 14, 2020  
**RE:** Glidden Street Reconstruction – Terry Diane to the Bridge  
Proposal for Engineering Services

---

Attached please find, for your consideration, ROWE's proposal to provide construction engineering services for the reconstruction of Glidden Street from Terry Diane to the bridge. The project was bid and recently awarded to American Excavating. The initial proposal for this project approved by City council in July 2019 was for design services only. This proposal will cover the construction engineering services which includes:

- Preparing all contract books and obtaining necessary signatures.
- Conducting a pre-construction meeting with the city, Contractor, and other stakeholders.
- Reviewing shop drawings for conformance with specifications.
- Providing construction staking.
- Providing construction observation.
- Providing contract administration.
- Administering regularly scheduled progress meetings.
- Scheduling and attending a project walk-thru upon completion.
- Obtaining, reviewing, and submitting all necessary project closeout documentation as required.
- Preparing record drawings (as-builts) for the completed work.

As previously discussed, ROWE will not invoice for this work until an agreement has been reached with the city regarding the construction budget overages.

Attachment

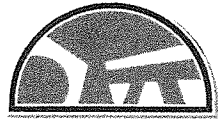
R:\Projects\18M0119\Docs\Correspondence Out\Council Agenda\Council Agenda Item Memo - Glidden.docx

Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning

Corporate: The ROWE Building, 540 S. Saginaw Street, Ste. 200 • Flint, MI 48502 • O (810) 341-7500 • F (810) 341-7573

With Offices In: Farmington Hills, MI • Grayling, MI • Kentwood, MI • Lapeer, MI • Mt. Pleasant, MI • Myrtle Beach, SC

[www.rowepsc.com](http://www.rowepsc.com)



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention. <sup>sm</sup>*

September 10, 2020

Mr. Heath Kaplan, City Manager  
City of Beaverton  
128 Saginaw Street  
Beaverton, MI 48612

RE: Glidden Street Reconstruction – Terry Diane Street to Bridge  
City of Beaverton  
Construction Engineering Services Proposal

Dear Mr. Kaplan:

ROWE Professional Services Company is pleased to submit our proposal for the professional engineering services for the construction engineering and observation for the reconstruction of Glidden Street, including the removal and replacement of sanitary sewer and the installation of curb and gutter and sidewalk. The previous proposal for this project was for design services only and did not include construction engineering or observation services.

## Scope of Services

ROWE will provide the following scope of construction engineering services:

1. Prepare all contract books and obtain necessary signatures.
2. Conduct a pre-construction meeting with the city, Contractor, and other stakeholders.
3. Review shop drawings for conformance with specifications.
4. Provide construction staking for the improvements, including
  - Stake the underground utilities, curb and gutter, and sidewalk.
5. Provide construction observation, including soil density testing.
6. Provide contract administration, including creation of change orders and review the Contractor's application for payments.
7. Administer regularly scheduled meetings to review progress of the project and to address any concerns by the city or Contractor.
8. Schedule and attend a project walk-thru upon completion and create a punch list, if necessary.
9. Obtain, review, and submit all necessary project closeout documentation as required.
10. At the completion of the project, we will prepare record drawings (as-builts) for the work completed and provide PDF documents to the city for your files.

## Fee

We propose to provide the required construction engineering services for this project for the following fees:

- Construction Administration \$23,600
- Construction Observation \$72,500

Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning

Corporate: The ROWE Building, 540 S. Saginaw Street, Ste. 200 • Flint, MI 48502 • O (810) 341-7500 • F (810) 341-7573

With Offices In: Farmington Hills, MI • Grayling, MI • Kentwood, MI • Lapeer, MI • Mt. Pleasant, MI • Myrtle Beach, SC

[www.rowepsc.com](http://www.rowepsc.com)



Mr. Heath Kaplan, City Manager  
September 10, 2020  
Page 2

We appreciate the opportunity to provide continued engineering services to the City of Beaverton for this critical project. If you concur with this proposal, please sign and date on the acceptance line below and return a copy to our office. Our standard terms and conditions are attached and considered part of this proposal. If you have any questions or concerns, please contact us at (810) 341-7500.

Sincerely,  
ROWE Professional Services Company



David E. Richmond, P.E.  
Senior Project Manager

*Having reviewed this proposal, including the attached statement of terms and conditions which is a part thereof, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.*

Accepted by: \_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Print Name and Title

## TERMS AND CONDITIONS

The Owner will designate a representative with the authority to provide direction, receive and review information, and make decisions regarding the project. Decisions and direction shall be provided in a timely manner, so as to not delay the project.

The Engineer will perform services in a timely manner, consistent with sound professional practice. The Engineer will strive to perform the services within the established schedule, if any. Services are considered to be complete when deliverables have been presented to the Owner.

The Owner will provide the Engineer with all available information pertinent to the site of the project and access to the project site.

The Engineer will assist the Owner in preparing applications and documents to secure approvals and permits. The Owner is responsible for payment of permit application fees and charges.

Services provided by the Engineer shall be performed with the care and skill normally exercised by other members of the profession practicing under similar conditions.

The Owner shall promptly notify the Engineer of defects or suspected defects in the work.

The Engineer's opinions of construction costs will be based upon experience and historical information.

The Engineer will be responsible for the safety precautions and programs of its employees only.

If the Engineer is reviewing work by contractors or others on behalf of the Owner, the Engineer may only recommend to the Owner that work which does not conform to the project requirements be rejected.

Payment for work completed shall be made within thirty days of invoicing. Unless otherwise provided, invoices will be submitted monthly as the work progresses.

In the event additional work is needed because of a change in scope or unforeseen conditions, the Engineer will submit a proposal defining the modified scope of work and any modifications to the schedule and fee for the Owner's approval.

This agreement may be terminated by either party with fourteen days written notice; however, the Engineer shall be paid for work completed prior to the date of termination.

All documents prepared by the Engineer in completing this work are considered the Engineer's property as instruments of service and are not intended for re-use by the Owner or others.

The Engineer is an independent contractor, responsible to the Owner for the results of this undertaking and is not an employee or agent of the Owner.

The Owner agrees to limit ROWE Professional Services Company's total liability to the Owner and any contractors on the project to \$96,100 or the Engineer's fee, whichever is greater.

The Owner and Engineer each bind themselves and any partners, successors, and assigns of the other party to this agreement. Neither party will assign, sublet, or transfer their interest in this agreement without the consent of the other party.

The terms of this agreement shall be governed by the laws of the State of Michigan. In the event a provision of this agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

In performance of this work, the Engineer will comply with their policies regarding non-discrimination against employees on the basis of race, color, religion, national origin or ancestry, age or sex.



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention. <sup>sm</sup>*

## Memorandum

**To:** Beaverton City Council  
**From:** David E. Richmond, PE  
**Date:** September 14, 2020  
**RE:** Industrial Park Improvements  
Proposal for Engineering Services

---

Attached please find, for your consideration, ROWE's proposal to provide construction engineering services for the Industrial Park Improvements, which includes reconstruction of Glidden Street, Terry Diane Street, and the extension of Judy Mae Street, along with the Iron Removal Facility. The initial proposals for these projects approved by city council in July 2019 was for design services only. This proposal will cover the construction engineering services which includes:

- Preparing all contract books and obtaining necessary signatures.
- Conducting a pre-construction meeting with the city, Contractor, and other stakeholders.
- Reviewing shop drawings for conformance with specifications.
- Providing construction staking.
- Providing construction observation.
- Providing contract administration.
- Administering regularly scheduled progress meetings.
- Scheduling and attending a project walk-thru upon completion.
- Obtaining, reviewing, and submitting all necessary project closeout documentation as required.
- Preparing record drawings (as-builts) for the completed work.

As previously discussed, ROWE will not invoice for this work until an agreement has been reached with the city regarding the construction budget overages.

Attachment

R:\Projects\18M0119\Docs\Correspondence Out\Council Agenda\Council Agenda Item Memo - Industrial Park.docx



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.<sup>sm</sup>*

September 10, 2020

Mr. Heath Kaplan, City Manager  
City of Beaverton  
128 Saginaw Street  
Beaverton, MI 48612

RE: Industrial Park Improvements, City of Beaverton  
Construction Engineering Services Proposal

Dear Mr. Kaplan:

ROWE Professional Services Company is pleased to submit our proposal for the professional engineering services for the construction engineering and observation for:

- The reconstruction of Glidden Street from M-18 to Terry Diane Street, including removal and replacement of sanitary sewer, addition of curb and gutter, and sidewalks.
- The reconstruction of Terry Diane Street from Glidden Street to Blades Road, including a relocation of a portion of Terry Diane Street and the extension of water main to the south.
- The extension of Judy Mae Street to connect to Terry Diane Street.
- The installation iron removal plant on the city's water system.

The project is to be bid in two separate phases, the road work, including all improvements associated with the roads as one phase and the iron removal plant as another phase. The previous proposal for this project was for design services only and did not include construction engineering or observation services.

## **Scope of Services**

ROWE will provide the following scope of construction engineering services:

1. Prepare all contract books and obtain necessary signatures.
2. Conduct a pre-construction meeting with the city, Contractor, and other stakeholders.
3. Review shop drawings for conformance with specifications.
4. Provide construction staking for the improvements, including
  - Stake the underground utilities, curb and gutter, and sidewalk.
5. Provide construction observation, including soil density testing.
6. Provide contract administration, including creation of change orders and review the Contractor's application for payments.
7. Administer regularly scheduled meetings to review progress of the project and to address any concerns by the city or Contractor.
8. Schedule and attend a project walk-thru upon completion and create a punch list, if necessary.
9. Obtain, review, and submit all necessary project closeout documentation as required.
10. At the completion of the project, we will prepare record drawings (as-builts) for the work completed and provide PDF documents to the city for your files.

**Fee**

We propose to provide the required construction engineering services for this project for the following fees:

Phase 1 - Road Work (Glidden Street, Terry Diane, and Judy Mae)

- Construction Administration \$26,750
- Construction Observation \$75,000

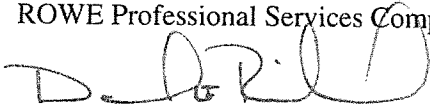
Phase 2 - Iron Removal Plant

- Construction Administration \$16,350
- Construction Observation \$37,500

These fees correlate with the fees for the approved EDA funding of this project.

We appreciate the opportunity to provide continued engineering services to the City of Beaverton for this critical project. If you concur with this proposal, please sign and date on the acceptance line below and return a copy to our office. Our standard terms and conditions are attached and considered part of this proposal. If you have any questions or concerns, please contact us at (810) 341-7500.

Sincerely,  
ROWE Professional Services Company



David E. Richmond, P.E.  
Senior Project Manager

*Having reviewed this proposal, including the attached statement of terms and conditions which is a part thereof, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.*

Accepted by: \_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Print Name and Title

## TERMS AND CONDITIONS

The Owner will designate a representative with the authority to provide direction, receive and review information, and make decisions regarding the project. Decisions and direction shall be provided in a timely manner, so as to not delay the project.

The Engineer will perform services in a timely manner, consistent with sound professional practice. The Engineer will strive to perform the services within the established schedule, if any. Services are considered to be complete when deliverables have been presented to the Owner.

The Owner will provide the Engineer with all available information pertinent to the site of the project and access to the project site.

The Engineer will assist the Owner in preparing applications and documents to secure approvals and permits. The Owner is responsible for payment of permit application fees and charges.

Services provided by the Engineer shall be performed with the care and skill normally exercised by other members of the profession practicing under similar conditions.

The Owner shall promptly notify the Engineer of defects or suspected defects in the work.

The Engineer's opinions of construction costs will be based upon experience and historical information.

The Engineer will be responsible for the safety precautions and programs of its employees only.

If the Engineer is reviewing work by contractors or others on behalf of the Owner, the Engineer may only recommend to the Owner that work which does not conform to the project requirements be rejected.

Payment for work completed shall be made within thirty days of invoicing. Unless otherwise provided, invoices will be submitted monthly as the work progresses.

In the event additional work is needed because of a change in scope or unforeseen conditions, the Engineer will submit a proposal defining the modified scope of work and any modifications to the schedule and fee for the Owner's approval.

This agreement may be terminated by either party with fourteen days' written notice; however, the Engineer shall be paid for work completed prior to the date of termination.

All documents prepared by the Engineer in completing this work are considered the Engineer's property as instruments of service and are not intended for re-use by the Owner or others.

The Engineer is an independent contractor, responsible to the Owner for the results of this undertaking and is not an employee or agent of the Owner.

The Owner agrees to limit ROWE Professional Services Company's total liability to the Owner and any contractors on the project to \$155,600 or the Engineer's fee, whichever is greater.

The Owner and Engineer each bind themselves and any partners, successors, and assigns of the other party to this agreement. Neither party will assign, sublet, or transfer their interest in this agreement without the consent of the other party.

The terms of this agreement shall be governed by the laws of the State of Michigan. In the event a provision of this agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

In performance of this work, the Engineer will comply with their policies regarding non-discrimination against employees on the basis of race, color, religion, national origin or ancestry, age or sex.



Janelle Keen &lt;jkeen@beavertonmi.org&gt;

---

**Fwd: Tree**

1 message

---

**Heath Kaplan** <hkaplan@beavertonmi.org>

Thu, Aug 20, 2020 at 7:45 AM

To: Raymond Nau &lt;raymondnau@gmail.com&gt;, Janelle Keen &lt;jkeen@beavertonmi.org&gt;

Probably should be a council decision. This is a healthy tree that he wants to remove for convenience.....

----- Forwarded message -----

From: **Jim Wyrembelski** <affordableloan@sbcglobal.net>

Date: Wed, Aug 19, 2020 at 9:49 PM

Subject: Tree

To: Heath Kaplan <hkaplan@beavertonmi.org>

Hi, sending you this email per our conversation. We are requesting permission to remove the tree on the north side of 202 Knox near the driveway. The roots are growing into the driveway and the tree itself is in the way of creating parking. We are even willing to plant a new one.


Thank you for your consideration.

Jim/Kelly Wyrembelski

Sent from AT&T Yahoo Mail on Android

It also was explained that the installation designs which had been submitted were completely flexible, and could be adjusted to whatever the site requires. Council member Ashcroft then moved to pass the resolution for solar panels, seconded by Rowe. A unanimous vote carried the resolution, moving the solar panel project forward.

---

 Council then moved on to review of the city's chicken ordinance, beginning with Ashcroft providing an overview of the workshop which preceded the council meeting. She said that included discussion of amending the ordinance to allow chickens.

"We looked at several ordinances from around the state," Ashcroft said. "And Jaynie [Heoroff/city attorney] is going to go through the process of drafting an ordinance, with some restrictions so we maintain some order and limit the number, not have roosters, things like that."

She said that once the ordinance is drafted, it will be brought to Council for a first reading, hopefully, at the Aug. 24 meeting, then Council will move forward from there.

Ashcroft said that the ordinances which had been reviewed allow an average of six chickens, with a maximum of 10.

It was also explained that, in the meantime, ordinance violation citation issuance would be on hold, unless the birds manage to free themselves and start running around the neighborhood.

---

Moving on to Reports of Committees and Department Heads, fire chief Chris Damvelt said the previous month was busy with 50 runs, with 12 runs to-date for August, putting the department over 200 for the year.

Damvelt also noted there had been progress with the USDA on the new fire department truck. He said the final paperwork had been completed that day, and now he is awaiting approval.

Connelly provided the Department of Public Works report on behalf of Sam Russell, saying it is being considered to put up security cameras at the splash pad, and that he was researching prices. She said there hadn't been anything "too serious," but that there had been some problems in the bathroom portion of the site.

Connelly also reported that the Michigan Municipal League annual meeting, Sept. 9 through Oct. 2, would be conducted virtually. None of the council members expressed interest in attending, so Connelly moved ahead to point out the Clare County Sheriff Department report for the city [Area 39] and the July fire department runs for the city.

Cauchi reported on a recent Budd Lake Association meeting, informing of a public hearing scheduled for 9 a.m. Saturday, Aug. 29 at Harrison City Hall.

"They're raising the tax bill in December," she said. "It's \$200 for waterfront, \$100 added on per additional lot, \$100 for the back lots, and the \$50 additional for lots. Commercial pays more."

Connelly clarified that meeting would likely be held on the lawn, due to attendance capacity limits.



Geosyntec Consultants of Michigan, Inc.

September 15, 2020

City of Beaverton  
Mr. Heath Kaplan  
City Manager  
128 Saginaw St.  
P.O. Box 477  
Beaverton, MI 48612

**Subject: Amended Proposal for Phased Support for Dam Regulatory Compliance**

Dear Heath,

The purpose of this proposal is to amend the previously approved agreement signed August 7, 2020. This addendum to the proposal adds Task 5 below and amends the total approved budget as summarized below under Profession Service Fee.

**Task 5: Owner’s Inspection Form Support.** Task 5 is added to the amended proposal by request of the City. Geosyntec will support the City in completing the requested Owner’s Inspection Form (OIF) issued by FERC on August 21, 2020. Geosyntec will assist the City in completing the OIF to be consistent with the FERC response letter (Task 1) and compiling additional information required by the OIF. Geosyntec sent a request for extension on behalf of the City on September 14, 2020 and are awaiting acceptance by the FERC Regional Engineer. The extension was requested to October 20, 2020.

**PROFESSIONAL SERVICES FEE**

We are prepared to conduct the above scope of work on a time and materials basis in accordance with the attached Service Agreement. The total estimated cost to perform the outlined services is summarized in the table below, which shall not be exceeded without prior written approval. The indicated fee assumes that the work shall be completed prior to December 30, 2020.

<b>Task</b>	<b>Budget</b>
Task 1 – FERC Letter Response Support	\$2,600
Task 2 – Review Regulatory Requirements	\$3,400
Task 3 – Prepare Phased Plan	\$3,100
Task 4 – Site Visit	\$3,900
Task 5 – Owner’s Inspection Form Support	\$2,600
<b>Total</b>	<b>\$15,600</b>

Beaverton Dam\_091520

**SCHEDULE**

Geosyntec is prepared to immediately begin work under each phase of the project upon your written authorization by signing below. It is anticipated Notice-to-Proceed will be received by September 21, 2020. Task 5 is anticipated to be completed by **October 19, 2020**.

If you have any comments or questions or if you need additional information, please call John at (423) 355-2105 or Matt at (630) 432-5675.

Sincerely,



John Barrett, P.E.<sup>1</sup>  
Senior Engineer

Licensed in: (GA, NC, TN)



Matt Bardol, P.E.<sup>1</sup>, CFM, CPESC, D. WRE  
Senior Principal

Licensed in: (MI, CA, IL, IN, MO, MS, HI, TX)

\*\*\*\*\*

**By its signature below and/or authorizing Geosyntec Consultants to proceed in accordance with this Proposal, The City of Beaverton accepts and agrees to the Services, Schedule and Compensation described above and the attached terms and conditions.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

August 4, 2020

City of Beaverton  
Mr. Heath Kaplan  
City Manager  
128 Saginaw St.  
P.O. Box 477  
Beaverton, MI 48612

**Subject: Proposal for Phased Support for Dam Regulatory Compliance**

Dear Heath:

Geosyntec Consultants of Michigan, Inc. (Geosyntec) is pleased to provide the City of Beaverton (City) with this proposed Scope of Work (SOW) for professional services to support the City respond to the letter issued by the Federal Energy Regulatory Commission (FERC) on July 30, 2020 and review the City's documentation for the operation of the Beaverton Dam. The mid-Michigan flood event associated with the failures of the Edenville and Sanford dams on May 19, 2020 initiated FERC to request the reporting of safety-related incidents under CFR 18 Part 12B Section 12.10. The City responded to the initial request for information in a letter dated June 25, 2020. Our understanding, based on our conversation with the City and participation on the call with FERC on July 31, 2020, is that FERC is requesting additional documentation of actions taken during the May 2020 flood event and information pertinent to dam operations.

Geosyntec proposes the following tasks to support the City with their response to the letter issued by FERC and to review supporting documentation in a stepwise and phased approach. Matt Bardol, PE will lead this effort in supporting the City. Matt and the Geosyntec staff have the expertise of working on hydro-electric facilities, as well as interacting with FERC regulators, necessary to work with the client to respond to the referenced request from FERC and to interpret the applicable FERC guidelines and regulations as they pertain to Beaverton Dam.

### **PHASE 1 TASKS**

**Task 1: FERC Letter Response Support.** Geosyntec will support the City in reviewing the requested information and preparing a response to the letter issued by FERC on July 30, 2020. The FERC letter appears to primarily request straightforward documentation with respect to actions taken in response to the May 19, 2020 event, but that the response be provided by no later than August 29, 2020. Per the phone call on July 31, 2020 with FERC, if documentation is unavailable, this can be noted in the response. However, the letter also appears to request additional information related to formal documents associated with an Emergency Action Plan (EAP) or other dam operations under 18 C.F.R. Part 12, Section 12.4(c) and

Subparts C and D. Task 2 will help the City understand their obligations related to the formal documents and Task 3 will develop a plan to produce the required information.

**Task 2: Review Regulatory Requirements.** The City was granted an exemption from licensing for a small hydroelectric project of 5 megawatts or less on December 31, 1981. Under this exemption, it appears the dam is subject to several provisions of 18 C.F.R., Part 12. These consist of Section 12.4(b)(2)(i), (ii), (iii)(B), (iv), and (v); Section 12.4(c); and Subparts C and D.

The objective of this task is to provide the City with a written summary the regulatory requirements as they pertain to the Beaverton Dam. With approval from the City, Geosyntec will contact FERC to clarify any regulatory requirements or elements of the issued exemption. The summary report will include a simple checklist of required, or potentially required, items per the cited regulations. Geosyntec will review the documentation and files received from the City, organize the information as necessary, and identify elements per the checklist that are satisfied and elements that maybe outstanding.

**Task 3: Prepare Phased Plan.** Geosyntec will work with the City staff to prepare a phased plan to address outstanding items identified during the process of responding to the FERC letter (Task 1) and in performing the regulatory review (Task 2). The intent of the plan is to prioritize required action items and prepare a phased approach to fit within the financial resources of the City, while meeting safety obligations under the FERC regulations.

**Task 4: Site Visit.** Geosyntec will perform a site visit to review the items indicated by the FERC letter and meet with applicable staff from the City. The site visit will provide necessary information and insight for the deliverables produced in Tasks 1-3. Depending on schedule, the site visit may be performed after completion of Task 1.

### PROFESSIONAL SERVICES FEE

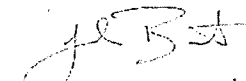
We are prepared to conduct the above scope of work on a time and materials basis in accordance with the attached Service Agreement. The total estimated cost to perform the outlined services is summarized in the table below, which shall not be exceeded without prior written approval. The indicated fee assumes that the work shall be completed prior to December 30, 2020.

<b>Task</b>	<b>Budget</b>
Task 1 – FERC Letter Response Support	\$2,600
Task 2 – Review Regulatory Requirements	\$3,400
Task 3 – Prepare Phased Plan	\$3,100
Task 4 – Site Visit	\$3,900
<b>Total</b>	<b>\$13,000</b>

**SCHEDULE**

Geosyntec is prepared to immediately begin work under each phase of the project upon your written authorization by signing below. It is anticipated Notice-to-Proceed will be received by August 7, 2020 and that Task 1 will be completed by August 21, 2020 in order to meet the 30-day response timeframe requested by FERC. Tasks 2 and 3 are anticipated to be completed by September 4, 2020. If you have any comments or questions or if you need additional information, please call John at (423) 355-2105 or Matt at (630) 432-5675.

Sincerely,



John Barrett, P.E.<sup>1</sup>  
Senior Engineer




Matt Bardol, P.E.<sup>1</sup>, CFM, CPESC, D. WRE  
Senior Principal

Licensed in: (GA, NC, TN)

Licensed in: (MI, CA, IL, IN, MO, MS, HI, TX)

\*\*\*\*\*

**By its signature below and/or authorizing Geosyntec Consultants to proceed in accordance with this Proposal, The City of Beaverton accepts and agrees to the Services, Schedule and Compensation described above and the attached terms and conditions.**

  
\_\_\_\_\_  
Signature

Heath Kaplan  
\_\_\_\_\_  
Printed Name

City Manager  
\_\_\_\_\_  
Title

8/7/2020  
\_\_\_\_\_  
Date

ATTACHMENT A  
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is attached to and made a part of the proposal submitted to the **City of Beaverton** (“Client”) by Geosyntec Consultants, Inc., and its subsidiaries and affiliates<sup>1</sup> (collectively “Geosyntec”), dated August 4, 2020 (“Proposal”). Geosyntec shall perform the scope of services described in the Proposal, subject to the following terms and condition upon acceptance of the Proposal or Client’s authorization to proceed. The Client and Geosyntec are referred to herein individually as “Party” and collectively as “Parties”.

1. **ACCEPTANCE OF TERMS:** The terms and conditions set forth below and the contents of the Proposal shall constitute the full Agreement between the Client and Geosyntec and shall be deemed mutually accepted and effective upon Client’s signing the Proposal, issuing an authorization to proceed with the Proposal or by payment of an invoice submitted by Geosyntec. Any changes or amendment to these terms and conditions, or conflicting terms introduced by the Client in a purchase order or other document, are expressly rejected unless both Parties agree to the changes in writing and they are incorporated into this Agreement. Any amendment must be in writing signed by Client and Geosyntec.

2. **SCOPE OF SERVICES:** The services to be provided by Geosyntec pursuant to this Agreement (“Services”) are described in the Proposal, and any amendments thereto, which shall set forth the schedule and estimated charges for the Services. If the Services are to be rendered in connection with a specific location, the Proposal shall also describe the site (“Project Site”).

3. **CLIENT RESPONSIBILITY:** Client shall provide Geosyntec, in writing, all information relating to Client’s requirements for the Project in a timely manner, give Geosyntec prompt written notice of any suspected deficiency in the Services and with reasonable promptness to avoid impacts to the progress of the Project, provide Geosyntec with approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities and notify Geosyntec of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all necessary permits required to execute the Services and Project work. If included in the Services, Geosyntec will assist Client with permit applications, however all impacts and obligations will be the responsibility of the Client, and Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts or omissions in connection with the Project Site which occurred prior to Geosyntec providing any Services under this Agreement.

4. **COMPENSATION, INVOICING AND PAYMENT:** The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis, Geosyntec shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntec’s rate schedule attached to the Service Order, along with any pre-approved expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client. Geosyntec shall not be liable for taxes imposed outside the U.S., Canada, Australia, Ireland, and the United Kingdom. Where compensation

---

<sup>1</sup> The defined term “Geosyntec” refers to Geosyntec Consultants, Inc., except where Services are rendered in Michigan it refers to Geosyntec Consultants of Michigan, Inc.; in New York it refers to B&B Engineers and Geologists of New York, P.C.; in Puerto Rico it refers to Geosyntec Consultants of Puerto Rico, P.C.; in North Carolina it refers to Geosyntec Consultants of NC, P.C.; in Canada it refers to Geosyntec Consultants International, Inc.; in the United Kingdom it refers to Geosyntec Consultants, Ltd.; and in Australia it refers to Geosyntec Consultants Pty. Ltd. The applicable entity shall be identified on the Service Order. Client may be billed by Geosyntec Consultants, Inc. on behalf of the affiliate.

is subject to a “not to exceed” budget such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntec responding to subpoenas related to litigation which Geosyntec is not a named party shall be reimbursable in accordance with Geosyntec’s then current rate schedule.

Geosyntec shall periodically submit invoices to Client and Client shall pay each invoice within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client’s receipt of payment from any other parties. No deductions shall be made from Geosyntec’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services. If Client objects to all or any portion of any invoice, Client shall notify Geosyntec in writing of the objection within fifteen (15) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Geosyntec may invoice Client for any expense authorized by the Client exceeding \$5,000 before the expense has been incurred by Geosyntec. Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law for any payment received by Geosyntec more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Geosyntec against Client for invoice amounts not paid, attorneys’ fees, court costs, and other related expenses shall be paid to the prevailing party by the other Party. No deductions shall be made from Geosyntec’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis, Geosyntec may, by ten (10) days’ written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such invoice payments are restored to a current basis. If the Project Site is located in a jurisdiction which requires Geosyntec to pay any subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days prior to the lapse of such time period.

5. **CHANGES:** In the event services beyond those specified in the Scope of Services are provided by Geosyntec or requested by the Client, the Parties shall negotiate an adjustment to the scope, schedule or fee, and the Service Order shall be equitably adjusted to represent such changes.

6. **RECOGNITION OF RISK:** Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. In addition, any estimate of costs prepared by Geosyntec represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material, or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts and predictions provided as part of the Services are presented solely on the basis of the assumptions accompanying the estimates, forecasts and predictions.

7. **STANDARD OF CARE:** Geosyntec shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. The representations provided herein are provided expressly in lieu of all other warranties or conditions, express or implied. All statutory or implied warranties and conditions including but not limited to those of merchantability and fitness for a purpose are hereby expressly negated and excluded. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days following the completion



of the Services, Geosyntec’s liability shall be limited to the correction of the error or omission shall be contingent upon Geosyntec being notified promptly of the defect.

**8. INDEMNIFICATION:** To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, suits, based upon or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs, expenses and all reasonable expenses, legal or otherwise, to the extent arising out of the indemnifying Party’s negligent acts or omissions. In addition, the Parties shall indemnify, defend, and hold harmless the other party against all loss, cost, expense, royalties, claims for damages or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use by indemnifying Party of any documents or materials.

**9. LIMITATION OF LIABILITY:** To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client, including, without limitation, third party claims for contribution and indemnification, arising out of or relating to Services rendered or obligations imposed under this Agreement or any Service Order issued hereunder, shall not exceed, in the aggregate, the greater of \$100,000 or the amount paid to Geosyntec under the applicable Service Order. The Client shall indemnify and defend Geosyntec against any third party claims against Geosyntec exceeding the limitation of liability. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors or assigns. The foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence or other wrongful act, but shall not apply if caused by gross negligence or willful misconduct.

**10. INSURANCE:** Geosyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

- |       |                                    |                                     |
|-------|------------------------------------|-------------------------------------|
| (i)   | Workers’ Compensation              | Statutory                           |
|       | Employer’s Liability               | - \$1,000,000 per occurrence        |
| (ii)  | Commercial General Liability or    |                                     |
|       | Public Liability Insurance         | - \$1,000,000 per occurrence        |
| (iii) | Comprehensive Automobile Liability | - \$1,000,000 combined single limit |
| (iv)  | Professional Liability             | - \$1,000,000 per claim             |

Geosyntec shall provide Client with an insurance certificate upon Client’s request.

**11. DISPUTES:** The Parties agree to promptly resolve their differences through good faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute (“Representative”). The Representatives shall not have been directly involved in the performance of the Subcontracted Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the Representatives may agree, the dispute shall be mediated by an independent third-party agreed to by both parties. Any disputes or portions thereof remaining following mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement. Any applicable statute of limitations on any claim in

any way related to Agreement shall commence to run and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two years, unless a shorter statute of limitations would otherwise apply.

**12. RIGHT OF ENTRY:** Client grants to Geosyntec, and, if the Project Site is not owned by Client, will provide that permission for a right of entry from time to time for Geosyntec, its employees, agents, and subcontractors for the purpose of providing the Services. If Geosyntec is required to enter into agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on Geosyntec under this Agreement and the Compensation, Schedule and terms and conditions of this Agreement shall be subject to an equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as Geosyntec, to name the property owner as an additional insured, those provisions shall be incorporated into this Agreement. Client shall indemnify and defend Geosyntec for any liabilities or claims that may result from a right of entry agreement with legal obligations imposed upon Geosyntec greater than those in this Agreement.

**13. PROJECT SITE RESPONSIBILITIES:** If included in the Services, Geosyntec shall visit the Project Site as needed to complete the Services. Construction Observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress, quality of work (contractors' work), to determine if the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation for any subsurface conditions or systems and/or utility configurations.

**14. HAZARDOUS SUBSTANCES:** "Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that cannot be introduced back into the environment under existing law without additional treatment. In the event that Geosyntec encounters unanticipated Hazardous Substances, it may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to amendments to this Agreement. Solely upon Client's request, Geosyntec may assist Client in identifying options for off-site treatment, storage or disposal of the Hazardous Substances. Geosyntec will not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntec will sign manifests, Geosyntec will only sign as agent on behalf of Client, and Geosyntec will not be a generator, transporter, or disposer of the Hazardous Substances. Client shall indemnify, defend, and hold harmless Geosyntec against any claim or loss resulting from such signing and from Geosyntec's handling of Hazardous Substances.

**15. CONFIDENTIALITY:** Geosyntec will maintain as confidential the provisions of this Agreement and any business information that is not generally known to, and cannot be readily ascertained by others, and which a reasonable person under the circumstances would consider confidential and will not release, distribute, or publish same or Geosyntec's test results to any third party without prior permission from Client, unless required by law, order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

**16. INTELLECTUAL PROPERTY AND USE OF DOCUMENTS:** Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual, non-transferable license and right to use the documents, maps, photographs, drawings, and specifications resulting from Geosyntec's efforts on the Project. Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights,

copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntec shall have the right to retain copies of all such materials. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by Geosyntec are furnished solely for convenience and only those professional work products in hard-copy format bearing Geosyntec's signature or professional stamp may be relied upon by Client or other recipients approved in writing. Geosyntec may rely upon data provided by Client or other third parties without independent verification unless otherwise provided in the Service Order. If the Services include the use of a GIS database Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntec is performing the Services under this Agreement solely for Client and solely with respect to the Project, and not for any other party or purpose. No party other than Client shall be entitled to rely on any reports or recommendations provided by Geosyntec as part of the Services ("Reports") without Geosyntec's separate written consent, and Geosyntec shall have no liability for the use of any Reports by any party for any purpose other than the Project. Client will indemnify, defend and hold Geosyntec harmless from any claims by third parties arising from the use of any Reports.

**17. DELAYS AND FORCE MAJEURE:** Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

**18. SUSPENSION/TERMINATION:** If a Service Order or Geosyntec's Services are suspended by the Client for more than thirty (30) days, upon resumption of Services the Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety days, consecutive or in the aggregate, Geosyntec may terminate the Service Order upon giving not less than five (5) days written notice to the Client.

Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination, unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Geosyntec upon invoice for services performed and charges incurred prior to suspension or termination, plus suspension and termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for

cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

**19. ASSIGNMENT AND THIRD PARTY RIGHTS:** Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to Parties other than Client and Geosyntec.

**20. VALIDITY, SEVERABILITY AND GOVERNING LAW:** The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. This Agreement shall be governed by the laws of the place of the Project Site unless expressly provided otherwise in the Service Order. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.

**21. INTEGRATED WRITING:** This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed given by the Client to Geosyntec regarding Services shall be incorporated into the relevant Service Order and shall have the effect of attaching this Agreement to the authorized Services.

**22. NOTICES, SIGNATURES AND AUTHORIZED REPRESENTATIVES:** The following signatories of this Agreement are the authorized representatives of Client and Geosyntec for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective authorized representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the authorized representative identified in the applicable Service Order. Notice given by mail may also be transmitted electronically at the time of mailing.

To the City of Beaverton

The Helping Hands Outreach, Inc, aka “the Helping Hands Mission” requests the use of the previous City of Beaverton City Hall for the monthly meetings of the Helping Hands Outreach, Inc. Board of Directors. We meet once a month, on the first Tuesday of the month, at 6 p.m. , and would request permission to meet there starting October 6<sup>th</sup> 2020 at 6 p.m.

The purpose for this request is for the nine person Board to have enough room for the proper social distancing required with the COVID 19 virus. At the present time, the meeting room used by the Helping Hands Outreach, Inc. Board of Directors is too small for all the Directors to come and to be safe, given the presence of age and pre-condition health issue.

Thank you for your consideration of this request.

Sincerely, Gene Cook, President of the Helping Hands Outreach, Inc. Board.

September 16, 2020

August Usage Statistics 2020						
Door Count	Programs	Program Attendance				Library Programs
<b>Gladwin Statistics</b>						
Children	83	0	54			
Adults	871	0	0			
<b>TOTAL</b>	<b>954</b>	<b>0</b>	<b>54</b>			
<b>Beaverton Statistics</b>						
	503	1	72			Adult Children Teen
<b>GCDL TOTAL</b>	<b>1457</b>	<b>1</b>	<b>126</b>			
<b>Circulation Statistics</b>						
	<b>New Borrowers</b>	<b>Check-Outs</b>	<b>Requests Placed</b>	<b>Requests Filled</b>	<b>Computer Use</b>	<b>Wireless Use</b>
Gladwin	19	3582	816	994	96	112
Beaverton	78	1646	289	580	95	571
<b>GCDL TOTAL</b>	<b>97</b>	<b>5228</b>	<b>1105</b>	<b>1574</b>	<b>191</b>	<b>683</b>
<b>Overdrive</b>						
Audiobooks		414	Book Sale			Story Time (online)
E-Book		567	Beaverton - 1			Beaverton: 95
New Users		9	Gladwin Downstairs - 3			Gladwin: 27
Checkouts		102	Gladwin Upstairs - 4			
New Users		1				Online programs (Views)
Web Site Visits	1675					
				8		
						Community Spotlight /Pale Blue
						1,244

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 101 GENERAL ACCOUNT					
08/07/2020	101	26997	ADVANCED PLUMBING SERVICE	CALHOUN CAMP SEWER	120.00
08/07/2020	101	26998	CHARTER COMMUNICATIONS		149.24
					181.95
					66.66
					<u>397.85</u>
08/07/2020	101	26999	CONSUMERS ENERGY	STREET LIGHTS	1,158.75
				STREET LIGHTS	116.22
				CITY AREA LIGHTS	138.53
					<u>1,413.50</u>
08/07/2020	101	27000	CULLIGAN	WATER	29.00
08/07/2020	101	27001	DELUXE	CHECKS FOR SAGINAW STREET CONSTRUCTION P	253.24
08/07/2020	101	27002	FAMILY, FARM & HOME		16.97
08/07/2020	101	27003	FERGUSON	MULTIPLE INVOICES	132.18
08/07/2020	101	27004	FLYNN LUMBER & SUPPLY CO.	MISC SUPPLIES	282.61
08/07/2020	101	27005	GILBERT SALES & SERVICE	1 HOSE 50 R2	147.00
08/07/2020	101	27006	GLADWIN ACE HARDWARE	MISC	174.30
08/07/2020	101	27007	GLADWIN COUNTY CHAMBER OF COMMERCE	BASIC MEMBERSHIP	250.00
08/07/2020	101	27008	GRAINGER	MICROWAVE	192.78
08/07/2020	101	27009	HEIDEN INC.		196.50
08/07/2020	101	27010	JIM'S AUTOMOTIVE, INC.	MISC	458.42
08/07/2020	101	27011	LIL' WILLIES, INC	PORTA POTTIES	85.00
08/07/2020	101	27012	LINWOOD TILE	RAT GUARD	15.89
08/07/2020	101	27013	MML WORKERS COMP FUND	WORK COMP FUND	4,562.00
08/07/2020	101	27014	MYERS FOR TIRES, INC.		19.00
08/07/2020	101	27015	NORTHERN INDUSTRIAL SUPPLY	GEAR SHAFT MOTOR SHAFT	90.59
08/07/2020	101	27016	OFFICE CENTRAL	COPY PAPER	85.98
08/07/2020	101	27017	PACE ANALYTICAL SERVICES, LLC	LAB	270.00
08/07/2020	101	27018	REPUBLIC SERVICES	TRASH PICKUP	5,676.06
08/07/2020	101	27019	ROWE PROFESSIONAL SERVICES CO.	PROJECT 20C0120	650.00
				PROJECT 19C0277	1,772.88
					<u>2,422.88</u>
08/07/2020	101	27020	SMITH & ASSOCIATES CPA, PC	PROF ACCOUNTING SERVICE	492.02
08/07/2020	101	27021	STEARNS BUSINESS SERVICES LLC		195.00
					505.00
					873.00
					<u>1,573.00</u>
08/07/2020	101	27022	THOMAS O'BRIEN	FOR SALE SIGN 455 LANG	245.00
				WALL DECALS	1,250.00
					<u>1,495.00</u>
08/07/2020	101	27023	TIGNER PRINTING	BUSINESS CARDS	190.80
08/07/2020	101	27024	UNIQUE PAVING MATERIALS	COLD MIX	373.80
08/07/2020	101	27025	UNITED STEELWORKERS	UNION DUES	262.00
08/07/2020	101	27026	USABLUBOOK		136.33
08/07/2020	101	27027	VERIZON WIRELESS-VSAT		591.04
08/07/2020	101	27028	Vic Bond Sales, Inc.	MISC SUPPLIES	216.53
08/07/2020	101	27029	WEX BANK	FUEL	519.23

CHECK REGISTER FOR CITY OF BEAVERTON  
 CHECK DATE FROM 08/01/2020 - 08/31/2020

Check Date	Bank	Check	Vendor Name	Description	Amount
08/12/2020	101	27030	GLADWIN COUNTY TREASURER	BT PURCHASE	23,918.59
08/13/2020	101	27031	ALERUS FINANCIAL	DEFINED CONTRIBUTION	4,728.57
08/13/2020	101	27032	AUTO-WARES GROUP	MISC SUPPLIES	428.00
08/13/2020	101	27033	BEAVERTON HARDWARE & SPORTS	MISC SUPPLIES	667.72
08/13/2020	101	27034	BUCKEYE MKT	6 BALES OF STRAW	30.00
08/13/2020	101	27035	ECONO SIGNS, LLC	SIGN SAVER WASHER	56.33
08/13/2020	101	27036	FRUCHEY'S FAMILY MARKET	MISC	456.66
08/13/2020	101	27037	GUARDIAN ALARM	ALARM SERVICES	239.40
08/13/2020	101	27038	MEKHOG TIRE SALES & SERVICE	TIRES	193.00
08/13/2020	101	27039	MIDLAND CHEMICAL CO., INC	SUPPLIES	282.81
08/13/2020	101	27040	MIDSTATE RENTAL	LOG SPLITTER	90.00
08/13/2020	101	27041	PENINSULA FIBER NETWORK LLC	INTERNET ACCESS	425.00
08/13/2020	101	27042	POWERTECH SOLUTIONS, INC	ABB CONTACTOR CLOSE COILS	5,750.00
08/13/2020	101	27043	US BANK EQUIPMENT CO.	PD COPIER MAINT	204.53
08/19/2020	101	27044	ANTHONY ORANGE	REIMBURSE MILEAGE FOR TRUCK DRIVING CLAS	59.34
08/19/2020	101	27045	BLUE CROSS BLUE SHEILD OF MI	MEDICAL INSURANCE	12,488.06
08/19/2020	101	27046	CENTRAL MI DIST. HEALTH DEPT.	LAB	76.00
08/19/2020	101	27047	CINTAS	UNIFORM RENTAL	490.82
08/19/2020	101	27048	CONSUMERS ENERGY		124.80
				STREET LIGHTS	39.52
				ROSS LAKE PARK	29.66
				DPW	121.74
				NEW CITY HALL	315.04
				PD	221.65
				455 LANG	21.00
				DPW	260.41
				WATER TOWER	32.19
				PAV A	34.91
				HYDRO	32.51
				CALHOUN PARK	115.60
				LIFT 4	62.70
				CITY AHLL	100.29
				PAV A	53.78
				LIFT 2	93.21
				SUMP PUMP	28.86
				PLANT	2,631.79
				LIFT 1	168.20
				PUMP 1	1,604.44
					6,092.30
08/19/2020	101	27049	VOID		
08/19/2020	101	27050	COUNTY WIDE SEPTIC LLC		
				FIRE-PUMP SEPTIC JULY	700.00
				FIRE-PUMP SEPTIC JUNE	420.00
				FIRE-PUMP SEPTIC	560.00
					1,680.00
08/19/2020	101	27051	CRYSTAL FLASH	FUEL	944.76
08/19/2020	101	27052	DREYER & HOVEY & POST, LLP	LEGAL SERVICES	3,195.00
08/19/2020	101	27053	ELHORN ENGINEERING, CO		404.00
08/19/2020	101	27054	FLAGPOLES ETC	NEW FLAGS FOR CITY HALL	274.22
08/19/2020	101	27055	HEIDEN INC.	ADVANCED CORE SEC. PROTECTION/DATTO RMM	167.50
08/19/2020	101	27056	MIDLAND DAILY NEWS	NOTICE TO CITYOF BEAVERTON	98.50
08/19/2020	101	27057	MIDLAND FENCE	FENCE AT NEW CITY HALL	3,100.00
08/19/2020	101	27058	PACE ANALYTICAL SERVICES, LLC	LAB	135.00
08/19/2020	101	27059	ROSE PEST SOLUTIONS	MOSQUITO CONTROL	4,865.35
08/19/2020	101	27060	GLADWIN COUNTY TREASURER	PURCHASE OF PROPERTY AT 353 W. BROWN	4,808.00
08/20/2020	101	27061	JACK DOHENY COMPANY	CLUTCH AND ADDITIONAL PARTS	3,003.01

v



Check Date	Bank	Check	Vendor Name	Description	Amount
08/27/2020	101	27062	BERKADIA G	1987 WATER LINE DEBT 1984 WATER LINE DEBT	150.00 213.75 <u>363.75</u>
08/27/2020	101	27063	CHARTER COMMUNICATIONS	PD	232.20
08/27/2020	101	27064	CONSUMERS ENERGY	CALHOUN LIFT 3	2,905.25 69.63 <u>2,974.88</u>
08/27/2020	101	27065	EGLE	WATER SAMPLE LAB FEES`	687.00
08/27/2020	101	27066	FIRST BANKCARD	MISC CHARGES MISC CHARGES MISC CHARGES	1,076.19 130.69 780.94 <u>1,987.82</u>
08/27/2020	101	27067	GALLS INC.	I. C. E. PERFORMANCE POLO	72.91
08/27/2020	101	27068	GLADWIN COUNTY RECORD	THREE CHILDREN W/CONTEST-GIFT CARD EVENT	177.50
08/27/2020	101	27069	JIM THEMELIS OR FAY THEMELIS	LAND CONTRACT PAYMENT	1,544.69
08/27/2020	101	27070	LIL' WILLIES, INC	PORTA POTTIES	235.00
08/27/2020	101	27071	MARK CARRIER	REKEY BT DOORS	142.50
08/27/2020	101	27072	MATT GRANDY	PD RENT	415.50
08/27/2020	101	27073	MICHIGAN PIPE & VALVE	GEAR MOTOR/FLEX JOINT	395.00
08/27/2020	101	27074	MICHIGAN VALLEY IRRIGATION	REMOVE BOX ELDER TREE GRIND 6 STUMPS	786.59
08/27/2020	101	27075	MID MICHIGAN TREE SERVICE	DISINFECTANT AND BOWL CLEANER	1,000.00
08/27/2020	101	27076	MIDLAND CHEMICAL CO., INC	DRAIN CLEANER	47.24
08/27/2020	101	27077	MIDSTATE RENTAL	LAB	36.00
08/27/2020	101	27078	PACE ANALYTICAL SERVICES, LLC	MISC SUPPLIES	405.00
08/27/2020	101	27079	SEITER ELECTRIC	DOUBLE SIDED DOCK SIGN/3 FLAGS	88.44
08/27/2020	101	27080	THOMAS O'BRIEN	MISC	872.00
08/27/2020	101	27081	Vic Bond Sales, Inc.		31.39
101 TOTALS:					
Total of 85 Checks:					114,989.38
Less 1 Void Checks:					0.00
Total of 84 Disbursements:					114,989.38
Bank 203/1 SAGINAW STREET PROJECT					
08/07/2020	203/1	1001	BAKER TILLY MUNICIPAL ADVISORS, LLC	SAGINAW STREET CONSTRUCTION PROJECT SAGINAW STREET PROJECT	6,500.00 V 6,500.00 V <u>13,000.00</u>
08/07/2020	203/1	1002	MILLER, CANFIELD, PADDOCK & STONE, P	SEWER LIFT STATION SEWER LIFT STATION	8,500.00 V 8,500.00 V <u>17,000.00</u>
08/10/2020	203/1	1003	BAKER TILLY MUNICIPAL ADVISORS, LLC	SAGINAW STREET CONSTRUCTION PROJECT SAGINAW STREET PROJECT	6,500.00 V 6,500.00 V <u>13,000.00</u>

39

Check Date	Bank	Check	Vendor Name	Description	Amount
08/10/2020	203/1	1004	MILLER, CANFIELD, PADDOCK & STONE,P	SEWER LIFT STATION SEWER LIFT STATION	8,500.00 V 8,500.00 V <u>17,000.00</u>
08/10/2020	203/1	1005	BAKER TILLY MUNICIPAL ADVISORS, LLC	SAGINAW STREET PROJECT SAGINAW STREET PROJECT	6,500.00 6,500.00 <u>13,000.00</u>
08/10/2020	203/1	1006	MILLER, CANFIELD, PADDOCK & STONE,P	SAGINAW STREET PROJECT SAGINAW STREET PROJECT	8,500.00 8,500.00 <u>17,000.00</u>
<b>203/1 TOTALS:</b>					
Total of 6 Checks:					
Less 4 Void Checks:					
Total of 2 Disbursements:					
<b>Bank 248 DOWNTOWN DEVELOPMENT AUTHORITY CHECKING</b>					
08/07/2020	248	6587	FLYNN LUMBER & SUPPLY CO.	MISC	12.97
08/07/2020	248	6588	ROWE PROFESSIONAL SERVICES CO.	PROJECT 19C0277	1,772.87
08/07/2020	248	6589	SMITH & ASSOCIATES CPA, PC	PROF ACCT SERVICES	27.98
08/07/2020	248	6590	UNITED STEELWORKERS	UNION DUES	29.10
08/13/2020	248	6591	ALERUS FINANCIAL	DEFINED CONTRIBUTION	261.67
08/13/2020	248	6592	BEAVERTON HARDWARE & SPORTS	MISC SUPPLIES	108.45
08/19/2020	248	6593	BLUE CROSS BLUE SHEILD OF MI	MEDICAL INSURANCE	1,050.67
08/19/2020	248	6594	CINTAS	UNIFORM RENTAL	54.54
08/19/2020	248	6595	CONSUMERS ENERGY	LIGHTS	36.04
				DDA	32.79
					<u>68.83</u>
08/27/2020	248	6596	JAMES OR SHARON MANNING	LAND CONTRACT PAYMENT	1,688.74
08/27/2020	248	6597	R J GROVE CONSTRUCTION	DDA FACADE PROGRAM REIMBURSEMENT	8,101.25
<b>248 TOTALS:</b>					
Total of 11 Checks:					
Less 0 Void Checks:					
Total of 11 Disbursements:					
<b>Bank 590/1 LIFT STATION SEWER</b>					
08/10/2020	590/1	3000	BAKER TILLY MUNICIPAL ADVISORS, LLC	SEWER LIFT STATION PROJECT	6,500.00
08/10/2020	590/1	3001	MILLER, CANFIELD, PADDOCK & STONE,P	SEWER LIFT STATION PROJECT	8,500.00
<b>590/1 TOTALS:</b>					
Total of 2 Checks:					
Less 0 Void Checks:					
Total of 2 Disbursements:					

46

Check Date	Bank	Check	Vendor Name	Description	Amount
<b>Bank 703 CURRENT TAX COLLECTION FUND CHECKING</b>					
08/07/2020	703	3620	BEAVERTON SCHOOLS	TAX REIMBURSEMENT	11,035.88
08/07/2020	703	3621	City of Beaverton	TAX REIMBURSEMENT ADMIN FEE	239.89
08/07/2020	703	3622	DDA BEAVERTON	DDA CAPTURE	5,479.64
08/07/2020	703	3623	GLADWIN COUNTY TREASURER	TAX REIMBURSEMENT	7,495.25
08/07/2020	703	3624	JEREMY HANSEN		607.21
08/13/2020	703	3625	CLARE-GLADWIN RESD	DDA CAPTURE 2019-PREVIOUSLY PAID TO MID	47,566.54
08/19/2020	703	3626	BEAVERTON SCHOOLS	TAX DISBURSEMENT	24,280.85
08/19/2020	703	3627	City of Beaverton	TAX DISBURSEMENT ADMIN FEE	402.28
08/19/2020	703	3628	DDA BEAVERTON	TAX DISBURSEMENT	1,278.86
08/19/2020	703	3629	GLADWIN COUNTY TREASURER	TAX DISBURSEMENT	14,240.53
<b>703 TOTALS:</b>					
Total of 10 Checks:					112,626.93
Less 0 Void Checks:					0.00
<b>Total of 10 Disbursements:</b>					<b>112,626.93</b>

<b>REPORT TOTALS:</b>					
Total of 114 Checks:					345,793.38
Less 5 Void Checks:					60,000.00
<b>Total of 109 Disbursements:</b>					<b>285,793.38</b>

# **PARKS AND RECREATION**

**September 14, 2020**

**10:30 AM at Calhoun Park Pavilion**

Members present: Terry McCartney, Sharon Campbell, Roberta Badgley, Rev. Karen Blatt, Nila Frei, Colleen Reader, Ilene Meehan

Calhoun Park:

The park continues to be almost full most weekends. Labor Day was completely booked. Wood for campfires is now being cut by the Amish to save the city crews time and manpower cost. Sweatshirt and t-shirt sales were a success with more ordered from Create-It. Discussion about how to afford Jim and Angela some relief time while still having campground adequate supervision.

Ross Lake Park

Cigarette butt holders and doggie bag stations are in the works. DPW has cemented in the splash pad drain to deter people from abusing it. Large sign has been installed at the boat launch dock. Discussed need for restriping the parking areas for the spring. The park, this season, has welcomed more visitors than any previous summer.

Additional Items

Terry and Pam Cingano are going to meet in the next couple of weeks to work on grant writing possibilities. Pam has graciously volunteered to assist teaching how to write a successful grant for the park. Sharon Campbell also requested that she included in the grant writing educational piece.

Terry plans to contact each committee member for their input regarding priority wishes for the parks. He is requesting one or two top suggestions.

Master Gardeners will begin removing flowers from the flower beds in preparation for fall/winter.

Nila Frei, Beaverton City Council