



225 S Camburn St  
Stanton, MI, 48888  
Phone (989) 831.4440  
Fax (989) 831.5756  
[www.StantonOnline.com](http://www.StantonOnline.com)

**STANTON CITY COMMISSION**  
**Regular Meeting Agenda**  
**June 23, 2020**  
**7:00 PM**

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Roll Call:**

Mayor Lori Williams  
Mayor Pro Tem  
Vladimir Edelman  
Commissioner Jane Basom

Commissioner Ray Holloway  
Commissioner Michael Mazzola  
Commissioner Charles Miel  
Commissioner Mary Thomas

**4. Approval of Agenda**

**5. Public Comments and/or Questions** (Public Comments shall be limited to 3 minutes per person. A person wishing to address the Commission shall state their name and address for the official record. The Commission may at their discretion respond to comments and/or questions after all have been received.)

**6. Standing Items**

- a. Approval of commission meeting minutes of June 9, 2020.
- b. Approval of bill payments for the month of June 2020 in the total amount of \$25,416.15.

**7. Monthly Reports**

- a. Stanton Police Department
- b. Stanton Public Works
- c. Treasurer
- d. City Manager
  - a. Discuss replacing signage at two city facilities, Stanton City Hall and Forest Hill Cemetery.

**8. New Business**

- a. Consideration by City Commission to approve eliminating the red door hanger for delinquent water bill noticing purposes.

- b. Consideration by City Commission to approve a contract proposal from Prein & Newhof for professional design engineering services to complete the East Main Street Water Service Connection Project.

**9. Committee Reports**

**10. Public Comments**

**11. Commission Comments**

**12. Adjournment**

**City of Stanton**  
**Regular Meeting Minutes**  
**June 9, 2020**

1. **Call to Order: Pledge of Allegiance** – The City of Stanton regular meeting was called to order via zoom conference video at 7:00p.m. by Mayor Lori Williams with the Pledge of Allegiance.
2. **Roll Call:** Mayor Lori Williams, Jane Basom, Vladimir Edelman, Ray Holloway, Chuck Miel, Mary Thomas  
Absent: Commissioner Mazzola joined at 7:06p.m.
3. **Approval of Agenda**  
Motion made by Holloway second by Edelman to approve the agenda with the addition of letter c. in new business, Consideration by the City Commission to approve the grant agreement from Michigan State Housing Authority. Motion carried on a voice vote.
4. **Public Comments:** None
5. **Standing Items**
  - a. Motion made by Miel second by Thomas to approve the Regular Meeting Minutes with amendments of May 26, 2020. Motion carried on a voice vote.
  - b. Motion made by Thomas second by Edelman to approve the bills for June 2020 in the amount of \$26,170.98. Motion carried on a voice vote.
  - c. Motion made by Edelman second by Miel to accept the Revenue and Expenditure Report for the month of May 2020. Motion carried on a voice vote.
6. **Monthly Reports**
  - a. Stanton Police Department-City Manager Davis gave an update that the police department has been working on blight before the city wide clean up on Saturday, June 13, 2020.
  - b. DPW Report
  - c. Clerk/Treasurer Financial Report
  - d. City Manager
    - a. Utility late fees  
Motion made by Edelman second by Holloway to delay the late fees being charged until August for the July billing and to waive the accrual during COVID-19. Motion carried on a voice vote.
    - b. East Main Street Water Service Connection
7. **New Business:**
  - a. Motion made by Miel second by Mazzola to amend the budget resolution approved on May 26, 2020 to reflect the millage rate at 13.6154. Motion carried on a voice vote.
  - b. Motion made by Miel second by Basom to approve the proposed assignment of fund balance. Motion carried on a voice vote with Commissioner Holloway voting no.

- c. Motion made by Miel second by Edelman to approve the grant agreement from Michigan State Housing Authority. Motion carried on a voice vote.  
Motion made by Holloway second by Basom to make Vester Davis, Jr. the grant administrator for the Michigan State Housing Authority for the City of Stanton. Motion carried on a voice vote.

**8. Committee Reports:**

Veterans Memorial Park update, Mayor Williams stated that nothing has changed since they are still waiting on information from the grant.

DDA-updates are as follows: there are still 2 seats available, an upcoming fundraiser will be available starting in July and adopt a pole will be starting July 7<sup>th</sup>, 2020.

**9. Public Comments:** None

**10. Commission Comments:**

Commissioner Basom gave a Stanton Old Fashion Day update, their next meeting will be June 24<sup>th</sup> at Sheila Eldridge's house and Commissioner Basom would like some feedback from the commissioners on their thoughts, if they should still have the festival.

**11. Adjournment**

Motion made by Mazzola second by Miel to adjourn meeting at 7:43p.m.

Motion carried on a voice vote.

Lori Williams, Mayor

Lori Braman, Clerk

| Check Date             | Bank  | Check # | Payee                            | Description                          | Account | Dept | Amount          |
|------------------------|-------|---------|----------------------------------|--------------------------------------|---------|------|-----------------|
| Fund: 101 GENERAL FUND |       |         |                                  |                                      |         |      |                 |
| 06/09/2020             | STANT | 9247    | AMERITAS LIFE INSURANCE          | INSURANCE                            | 710.000 | 850  | 648.11          |
| 06/09/2020             | STANT | 9248    | CASAIR INC                       | TELEPHONE                            | 850.000 | 448  | 306.85          |
|                        |       |         |                                  | INTERNET                             | 851.000 | 448  | 124.67          |
|                        |       |         |                                  | CHECK STANT 9248 TOTAL FOR FUND 101: |         |      | <u>431.52</u>   |
| 06/09/2020             | STANT | 9249*#  | CONSUMERS ENERGY                 | UTILITIES                            | 920.000 | 172  | 0.00            |
|                        |       |         |                                  | STREET LIGHTS                        | 920.000 | 448  | 1,042.50        |
|                        |       |         |                                  | 225 S. CAMBURN ST.                   | 920.000 | 448  | 203.53          |
|                        |       |         |                                  | 300 S. MILL ST.                      | 920.000 | 448  | 195.81          |
|                        |       |         |                                  | 119 W. MAIN ST. #WTR                 | 920.000 | 448  | 25.77           |
|                        |       |         |                                  | 119 S. COURT ST.                     | 920.000 | 448  | 84.77           |
|                        |       |         |                                  | 117 S. LINCOLN ST.                   | 920.000 | 448  | 72.93           |
|                        |       |         |                                  | 320 S LINCOLN ST                     | 920.000 | 448  | 29.86           |
|                        |       |         |                                  | 421 E. MAIN ST.                      | 920.000 | 448  | 54.92           |
|                        |       |         |                                  | 125 S. CAMBURN ST.                   | 920.000 | 448  | 27.69           |
|                        |       |         |                                  | UTILITIES                            | 920.000 | 448  | 117.68          |
|                        |       |         |                                  | CHECK STANT 9249 TOTAL FOR FUND 101: |         |      | <u>1,855.46</u> |
| 06/09/2020             | STANT | 9253#   | MICHIGAN FLEET FUELING SOLUTIONS | GAS                                  | 736.000 | 301  | 99.51           |
|                        |       |         |                                  | GAS                                  | 736.000 | 441  | 167.34          |
|                        |       |         |                                  | CHECK STANT 9253 TOTAL FOR FUND 101: |         |      | <u>266.85</u>   |
| 06/09/2020             | STANT | 9255    | POSTMASTER                       | CONTRACTUAL SERVICES                 | 806.000 | 172  | 84.00           |
| 06/09/2020             | STANT | 9257#   | STANTON HARDWARE CORP            | MATERIALS AND SUPPLIES               | 726.000 | 301  | 8.25            |
|                        |       |         |                                  | REPAIR, MAINTENANCE                  | 775.000 | 441  | 46.36           |
|                        |       |         |                                  | CHECK STANT 9257 TOTAL FOR FUND 101: |         |      | <u>54.61</u>    |
| 06/09/2020             | STANT | 9258#   | SUMMIT COMPANIES                 | REPAIR/MAINTENANCE BUILDING          | 930.000 | 172  | 61.00           |
|                        |       |         |                                  | REPAIR/MAINTENANCE BUILDING          | 930.000 | 441  | 155.00          |
|                        |       |         |                                  | CHECK STANT 9258 TOTAL FOR FUND 101: |         |      | <u>216.00</u>   |
| 06/09/2020             | STANT | 9259#   | VERIZON WIRELESS                 | MATERIALS AND SUPPLIES               | 726.000 | 301  | 39.27           |
|                        |       |         |                                  | TELEPHONE                            | 850.000 | 448  | 100.68          |
|                        |       |         |                                  | CHECK STANT 9259 TOTAL FOR FUND 101: |         |      | <u>139.95</u>   |
| 06/10/2020             | STANT | 9260*#  | CONSUMERS ENERGY                 | 100 CEMETERY ST.                     | 920.000 | 448  | 37.65           |

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DB: Stanton

CHECK DISBURSEMENT REPORT FOR CITY OF STANTON  
CHECK DATE FROM 06/05/2020 - 06/16/2020

| Check Date             | Bank  | Check # | Payee               | Description                          | Account | Dept | Amount        |
|------------------------|-------|---------|---------------------|--------------------------------------|---------|------|---------------|
| Fund: 101 GENERAL FUND |       |         |                     |                                      |         |      |               |
| 06/16/2020             | STANT | 9262*   | CITY OF STANTON     | DUE TO PAYROLL CLEARING FUND         | 214.750 | 000  | 11,655.65     |
| 06/16/2020             | STANT | 9263    | BIG L CORP          | REPAIR/MAINTENANCE BUILDING          | 930.000 | 172  | 320.80        |
| 06/16/2020             | STANT | 9264    | BLOOM SLUGGETT      | PROFESSIONAL SERVICES                | 801.000 | 172  | 903.00        |
| 06/16/2020             | STANT | 9265    | CITY OF STANTON     | WATER/SEWER                          | 921.000 | 448  | 116.14        |
| 06/16/2020             | STANT | 9266#   | POSTMASTER          | POSTAGE                              | 727.000 | 253  | 275.00        |
|                        |       |         |                     | POSTAGE                              | 727.000 | 262  | 55.00         |
|                        |       |         |                     | CHECK STANT 9266 TOTAL FOR FUND 101: |         |      | <u>330.00</u> |
| 06/16/2020             | STANT | 9267    | QUILL               | MATERIALS AND SUPPLIES               | 726.000 | 172  | 40.96         |
| 06/16/2020             | STANT | 9268    | VIEW NEWSPAPER      | PRINTING AND PUBLISHING              | 900.000 | 172  | 365.70        |
| 06/16/2020             | STANT | 9269    | STANTON ROTARY CLUB | MEMBERSHIP DUES                      | 802.000 | 172  | 240.00        |
|                        |       |         |                     | Total for fund 101 GENERAL FUND      |         |      | 17,706.40     |

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|--------------------------------------|-------|---------|-----------------|------------------------------|---------|------|--------|
| Fund: 202 MAJOR STREET FUND          |       |         |                 |                              |         |      |        |
| 06/16/2020                           | STANT | 9262*   | CITY OF STANTON | DUE TO PAYROLL CLEARING FUND | 214.750 | 000  | 400.16 |
| Total for fund 202 MAJOR STREET FUND |       |         |                 |                              |         |      | 400.16 |

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| Check Date                           | Bank  | Check # | Payee           | Description                  | Account | Dept | Amount |
|--------------------------------------|-------|---------|-----------------|------------------------------|---------|------|--------|
| Fund: 203 LOCAL STREET FUND          |       |         |                 |                              |         |      |        |
| 06/16/2020                           | STANT | 9262*   | CITY OF STANTON | DUE TO PAYROLL CLEARING FUND | 214.750 | 000  | 400.13 |
| Total for fund 203 LOCAL STREET FUND |       |         |                 |                              |         |      | 400.13 |

| Check Date                              | Bank  | Check # | Payee             | Description           | Account | Dept | Amount |
|---|-------|---------|-------------------|-----------------------|---------|------|--------|
| Fund: 248 DOWNTOWN DEVELOPMENT          |       |         |                   |                       |         |      |        |
| 06/09/2020                              | STANT | 9254    | JOHN RIOS DESIGNS | PROFESSIONAL SERVICES | 801.000 | 000  | 135.00 |
| Total for fund 248 DOWNTOWN DEVELOPMENT |       |         |                   |                       |         |      | 135.00 |

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| Check Date           | Bank  | Check # | Payee            | Description                          | Account | Dept | Amount          |
|----------------------|-------|---------|------------------|--------------------------------------|---------|------|-----------------|
| Fund: 590 SEWER FUND |       |         |                  |                                      |         |      |                 |
| 06/09/2020           | STANT | 9249*#  | CONSUMERS ENERGY | 1100 S, CAMBURN ST.                  | 920.000 | 536  | 329.86          |
|                      |       |         |                  | 900 S. CAMBURN ST.                   | 920.000 | 536  | 1,730.57        |
|                      |       |         |                  | 717 N. CAMBURN ST.                   | 920.000 | 536  | 65.05           |
|                      |       |         |                  | 301 S. MILL                          | 920.000 | 536  | 16.78           |
|                      |       |         |                  | 301 S. MILL ST.                      | 920.000 | 536  | 319.90          |
|                      |       |         |                  | UTILITIES                            | 920.000 | 536  | 0.00            |
|                      |       |         |                  | CHECK STANT 9249 TOTAL FOR FUND 590: |         |      | <u>2,462.16</u> |
| 06/09/2020           | STANT | 9252    | FRONTIER         | UTILITIES                            | 920.000 | 536  | 305.37          |
| 06/09/2020           | STANT | 9256    | PREIN & NEWHOF   | SAMPLING                             | 804.000 | 536  | 1,390.00        |
| 06/10/2020           | STANT | 9260*#  | CONSUMERS ENERGY | 300 W. WALNUT ST.                    | 920.000 | 536  | 27.26           |
|                      |       |         |                  | 507 W. MAIN                          | 920.000 | 536  | 16.78           |
|                      |       |         |                  | 507 W. MAIN ST.                      | 920.000 | 536  | 251.14          |
|                      |       |         |                  | CHECK STANT 9260 TOTAL FOR FUND 590: |         |      | <u>295.18</u>   |
| 06/16/2020           | STANT | 9262*   | CITY OF STANTON  | DUE TO PAYROLL CLEARING FUND         | 214.750 | 000  | 628.29          |
|                      |       |         |                  | Total for fund 590 SEWER FUND        |         |      | 5,081.00        |

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| Check Date           | Bank  | Check # | Payee            | Description                          | Account | Dept | Amount        |
|----------------------|-------|---------|------------------|--------------------------------------|---------|------|---------------|
| Fund: 591 WATER FUND |       |         |                  |                                      |         |      |               |
| 06/09/2020           | STANT | 9249*#  | CONSUMERS ENERGY | 319 N. MILL ST.                      | 920.000 | 536  | 25.91         |
|                      |       |         |                  | 601 N. NEW ST.                       | 920.000 | 536  | 795.32        |
|                      |       |         |                  | 721 N. CAMBURN ST.                   | 920.000 | 536  | 39.08         |
|                      |       |         |                  | UTILITIES                            | 920.000 | 536  | 0.00          |
|                      |       |         |                  | CHECK STANT 9249 TOTAL FOR FUND 591: |         |      | <u>860.31</u> |
| 06/16/2020           | STANT | 9262*   | CITY OF STANTON  | DUE TO PAYROLL CLEARING FUND         | 214.750 | 000  | 628.29        |
|                      |       |         |                  | Total for fund 591 WATER FUND        |         |      | 1,488.60      |

| Check Date            | Bank | Check # | Payee                          | Description                        | Account | Dept | Amount           |
|-----------------------|------|---------|--------------------------------|------------------------------------|---------|------|------------------|
| Fund: 703 TAX ACCOUNT |      |         |                                |                                    |         |      |                  |
| 06/16/2020            | TAX  | 3530    | CITY OF STANTON                | GENERAL FUND                       | 818.000 | 000  | 48.83            |
| 06/16/2020            | TAX  | 3531    | CENTRAL MONTCALM PUBLIC SCHOOL | DEBT RETIREMENT                    | 819.000 | 000  | 39.90            |
|                       |      |         |                                | CENTRAL MONTCALM SCHOOLS           | 821.000 | 000  | 33.56            |
|                       |      |         |                                | CHECK TAX 3531 TOTAL FOR FUND 703: |         |      | <u>73.46</u>     |
| 06/16/2020            | TAX  | 3532    | MONTCALM INTERMEDIATE SCHOOL   | MONTCALM INTERMEDIATE DISTRIC      | 822.000 | 000  | 28.51            |
| 06/16/2020            | TAX  | 3533    | MONTCALM COUNTY TREASURER      | MONTCALM COUNTY TREASURER          | 820.000 | 000  | 22.08            |
|                       |      |         |                                | SET                                | 826.000 | 000  | 16.50            |
|                       |      |         |                                | CHECK TAX 3533 TOTAL FOR FUND 703: |         |      | <u>38.58</u>     |
| 06/16/2020            | TAX  | 3534    | MONTCALM COMMUNITY COLLEGE     | MONTCALM COMMUNITY COLLEGE         | 823.000 | 000  | 15.48            |
|                       |      |         |                                | Total for fund 703 TAX ACCOUNT     |         |      | 204.86           |
|                       |      |         | TOTAL - ALL FUNDS              |                                    |         |      | <u>25,416.15</u> |

'\*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND  
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



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## MAY 2020 HIGHLIGHTS

**May 7<sup>th</sup>**

The Police Dept. assisted the FBI Child Exploitation Task Force in arresting a Stanton resident. The task force consists of Special Agents with FBI and Detectives with Ionia County Sheriff's Office, Greenville Dept. of Public Safety, Grand Rapids Police Dept. and State Police out of Rockford. After several days of surveillance the task force did execute an arrest warrant. The suspect was taken into custody without incident. Also assisting with securing the perimeter was a trooper out of Lakeview.

**May 7<sup>th</sup>**

Assisted MSP with a domestic disturbance in the City.

**May 27<sup>th</sup>**

Carson City requested assistance in apprehending a wanted felon.

Respectfully submitted,

Chief Joe Patino



**MEMORANDUM**

**To:** Mayor Williams & Stanton City Commission  
**From:** Vester Davis, Jr., City Manager  
**CC:** Lori Braman, Clerk/Treasurer  
 James Blum, Public Works Director  
**Date:** June 17, 2020  
**Subject:** Door hangers for delinquent water bill notices

**OVERVIEW**

Utility bills are issued monthly on the 15<sup>th</sup> of the month and are due about 20 days later, unless there is a holiday, in which case the due date is shifted to the next business day. If payment is not received by the 5<sup>th</sup> of the following month, then a Late Notice bill is mailed reflecting an additional late fee. Payment of the Late Notice Bill is due not more than 8 days of the original due date.

Approximately 7 days after the due date of the Late Notice bill, a Delinquent Water Bill Notice is hand placed on the immediate door of the premise. The Delinquent Bill Notice informs the property owner that a water bill is due and if it is not paid by the specified date (typically the 15<sup>th</sup> of the month) then that service will be turned off. When a utility service is turned off due to nonpayment the account is assessed an additional \$20 Turn Off fee, and subsequently a \$20 Turn On fee to restore service.

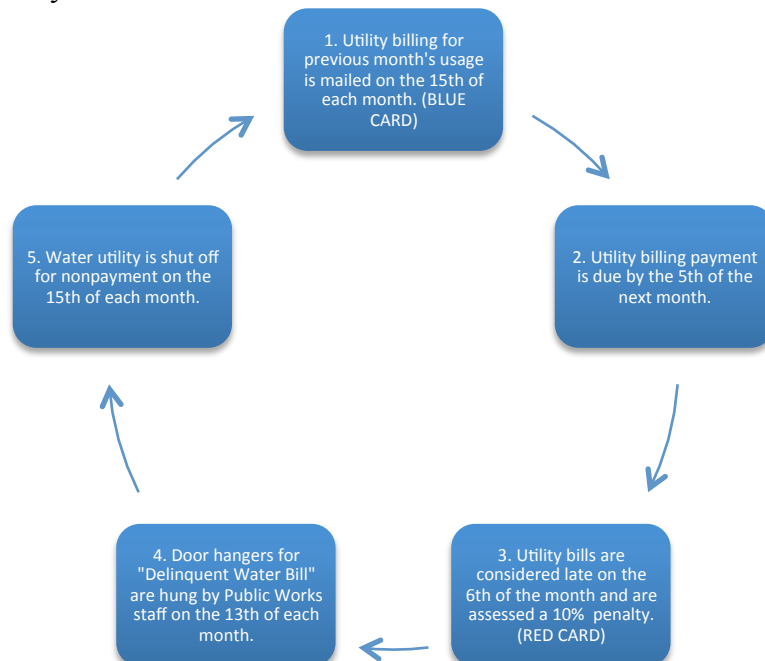


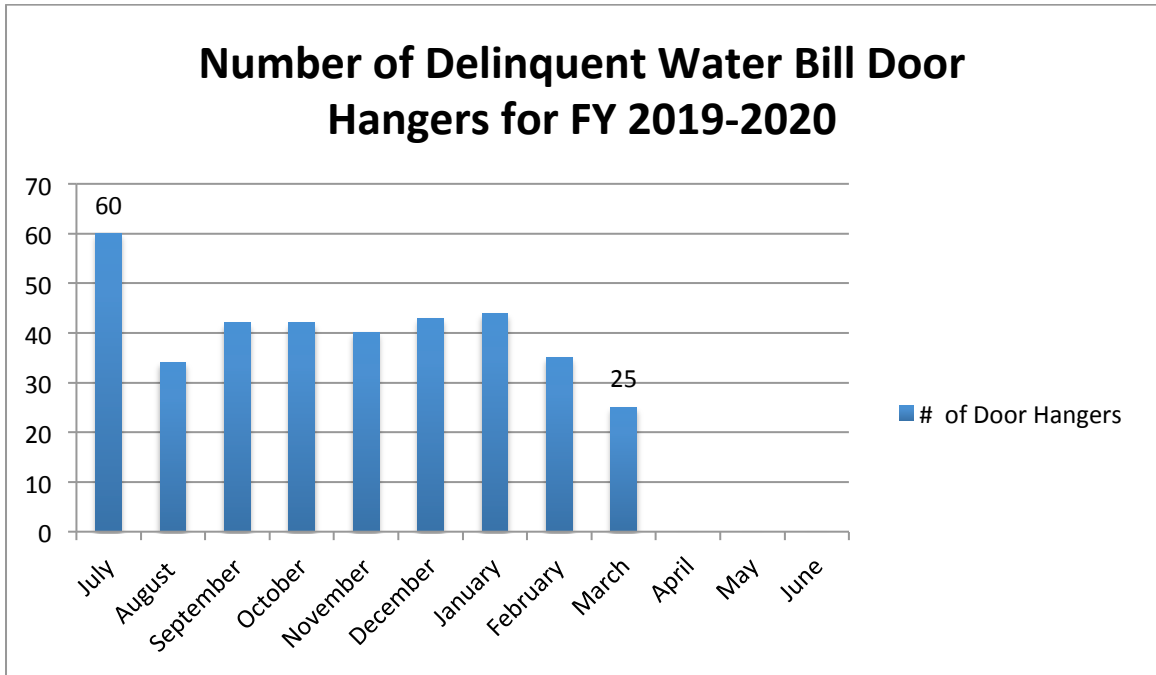
Figure 1 Monthly utility billing cycle for the City of Stanton

**REQUEST**

Utility billing staff is requesting permission to end the issuance of the “Delinquent Water Bill Notice” door hangers.

**FINANCIAL IMPLICATIONS**

For fiscal year 2019-2020 the City of Stanton spent about \$91.25 on door hangers, not including staff time and equipment usage. Each door hanger is approximately \$0.25. Although savings from eliminating the notice are not significant, staff time could be applied to other job functions if this type of noticing goes away.



**ATTACHMENTS**

- SAMPLE Delinquent Water Bill Notice

July 2019 60  
August 2019 34  
September 2019 42  
October 2019 42  
November 2019 40  
December 2019 43  
January 2020 44  
February 2020 35  
March 2020 25  
April-June 2020 no door hangers  
due to COVID-19

365 door hangers  
from July 2019 -  
June 2020

The City spent \$91.25 on the  
door hangers during  
that time & also  
countless hours for  
DPW to deliver them.

25¢  
per  
notice

## DELINQUENT WATER BILL NOTICE

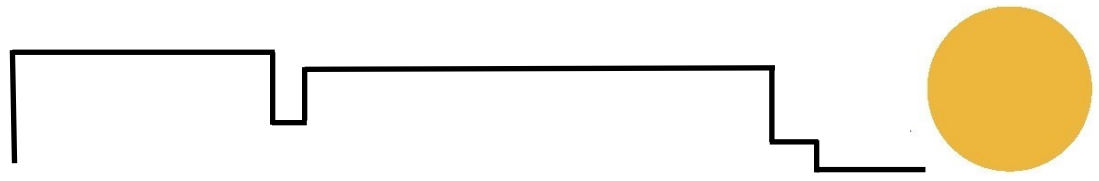
DATE OF THIS NOTICE

NAME

ADDRESS

Water service to this premises will be discontinued unless past-due payment is received in our office by

Your water service has been discontinued. Service will be resumed when our office receives payment of past-due bills.

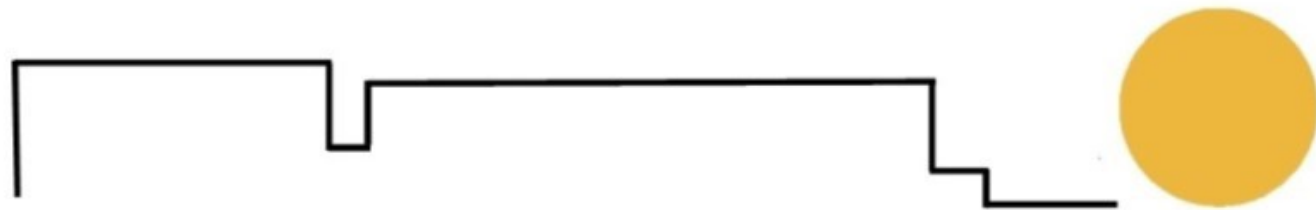


CITY OF

**Stanton**

CITY HALL - POLICE DEPARTMENT





# Forest Hill

CEMETERY Est. Early 1800's





# Forest Hill

CEMETERY Est. Early 1800's



# Forest Hill CEMETERY

Est. Early 1800's

# *Forest Hill*

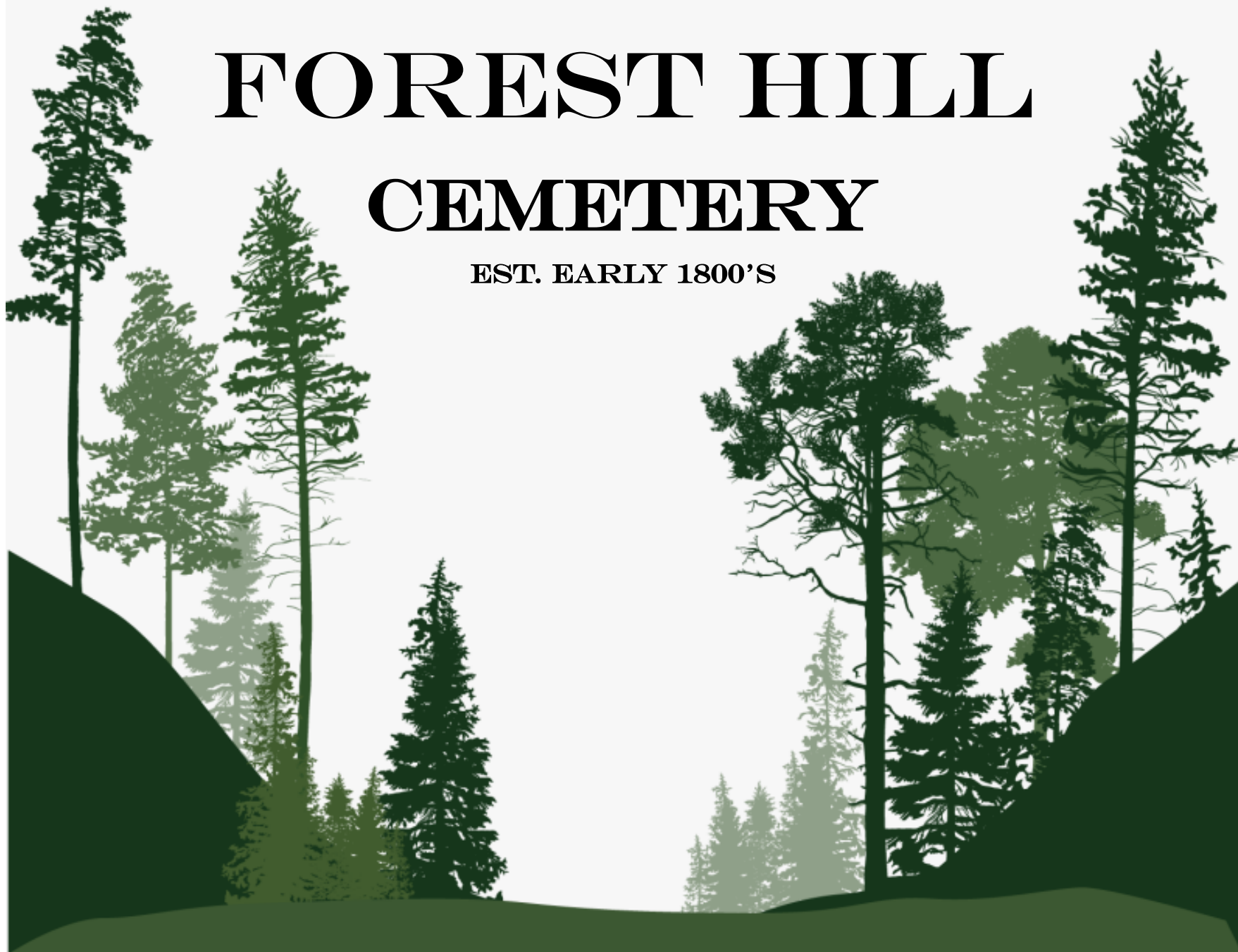
## CEMETERY

Est. Early 1800's



# FOREST HILL CEMETERY

EST. EARLY 1800'S



# Forest Hill



## CEMETERY

Est. Early 1800's



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## MEMORANDUM

**To:** Mayor Williams & Stanton City Commission  
**From:** Vester Davis, Jr., City Manager  
**Date:** June 19, 2020  
**Subject:** Proposal for professional design engineering

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### **OVERVIEW**

The purpose of this agenda item is to request the consideration of City Commission to accept the proposal from Prein & Newhof of Grand Rapids, Michigan for professional design engineering services related to the completion of the East Main Street Water Service Connection Project.

The East Main Street Water Service Connection (Project No. 202001) is listed in the City of Stanton Capital Improvement Plan. The project involves the translocation of six water customers from an older smaller diameter water main on the south side of M-66 and East Main Street to a newer larger water main on the north side of Main Street.

This project is needed because the current water main servicing these customers is undersized and the water main break history is substantial. The overall cost to continue repairing the line is cost prohibitive and by moving water customers from the current line to a larger water main on the north side of the road would reduce or almost eliminate water main breaks for the foreseeable future.

### **FINANCIAL IMPLICATIONS**

The estimated construction cost is \$118,000. The fee for professional design engineering is not-to exceed \$8,000. It is important to note that the difference between the construction estimate on the proposal and the cost detailed in the SAW Grant related to the 2 additional services (55 and 77 State Street) and the replacement of the services to the house to comply with the Lean & Copper Rule. The balance of the Water Fund is in a positive state to cover the cost of the project.

### **RECOMMENDATION**

It is recommended that the Stanton City Commission accept the proposal from Prein & Newhof for professional services related to the East Main Street Water Service Connection Project.

### **ATTACHMENTS**

- Prein & Newhof Proposal
- CIP Project Overview

**Project Summary: East Main Street Water Service Connection**

Project No: 202001

**Project Description:** Connect five existing water services by directional drill to large diameter watermain on north side of Main Street east of 1<sup>st</sup> Street.

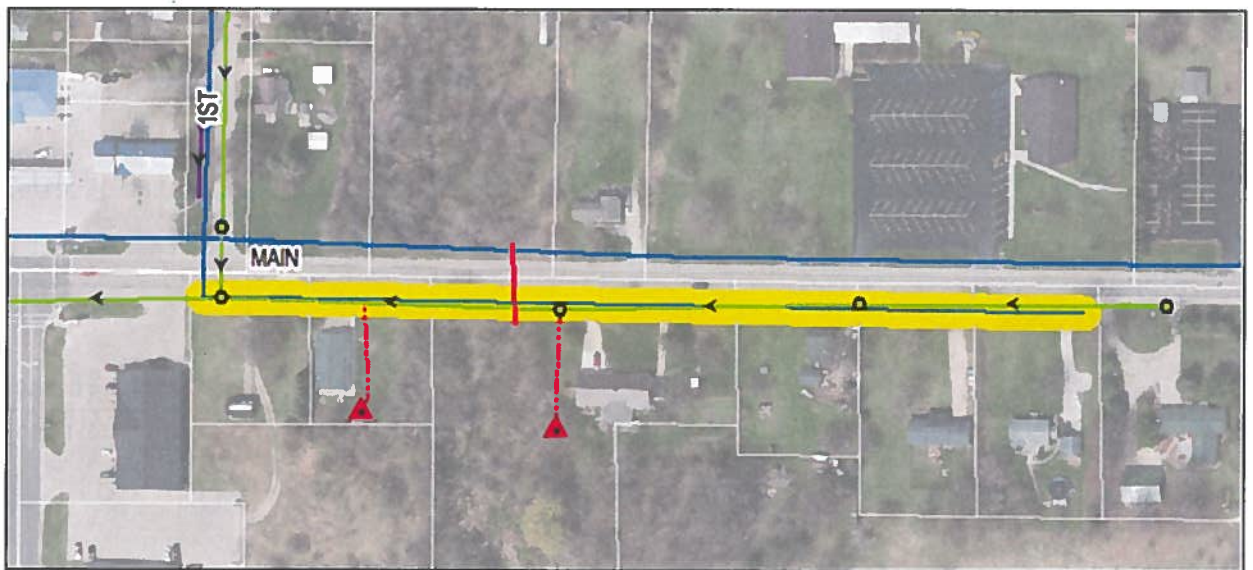
**Need:** Multiple water services are connected to a small diameter main that has experienced multiple breaks.

**Planned Year:** 2020

**Anticipated Project Costs:** The total cost is estimated at \$87,200.

|            |          |
|------------|----------|
| Water Fund | \$87,200 |
|------------|----------|

100% of road reconstruction costs are allocated to the Water Fund.  
 Costs account for 2% inflation and 25% Engineering & Contingencies.



June 18, 2020

Vester Davis  
City of Stanton  
P.O. Box 449  
Stanton, MI 48888

**RE: East Main Street Water Service Connection**

Dear Mr. Davis:

The City intends on replacing 6 water services on the south side of East Main Street to the east of M-66 plus 2 water services on the east side of M-66 at E. Main Street. Our preliminary construction estimate is \$118,500 including a 10% construction contingency. This estimate includes replacement of the service up to the house to comply with the Lead & Copper Rule.

**Professional Services**

Our proposed services shall include the following:

***Design Engineering***

- Create aerial map depicting the approximate location of the services and watermain.
- Prepare bidding documents including opinion of probable cost, construction drawings, specifications, and construction contract documents
- Provide bidding assistance: answer questions during bidding, review and tabulate bids, etc.
- Prepare all necessary permit applications

**Fee Estimate**

We propose to perform professional services at our normal hourly rates plus expenses billed monthly with the total not-to-exceed \$8,000.

We appreciate the opportunity to submit this proposal and look forward to continuing our professional relationship with the City of Stanton. Please call if you have any questions.

Sincerely,

**Prein&Newhof**



Kevin E. Koster, P.E.

KEK/jw

Enclosures: Agreement, Terms and Conditions

Cc: James Blum, DPW Director

## Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

### **G. Client Responsibilities**

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

### **H. Hazardous or Contaminated Materials/Conditions**

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

**I. Underground Utilities** – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

**J. Insurance**

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

**K. Limitation of Liability** - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

**L. Documents and Data**

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
  2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
  3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

## Estimate of Probable Cost

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Owner:  
 City of Stanton

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Project Title:  
 East Main Street Service Connection

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Date: Project #:  
2180072

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| <i>Item</i>   | <i>No.</i> | <i>Description</i>                  | <i>Quantity</i> | <i>Unit</i> | <i>Unit Price</i> | <i>Total Amount</i> |
|---------------|------------|-------------------------------------|-----------------|-------------|-------------------|---------------------|
|               | 1          | Mobilization                        | 1               | LS          | \$6,500.00        | \$6,500.00          |
|               | 2          | Tree Removal                        | 8               | EA          | \$800.00          | \$6,400.00          |
|               | 3          | Brush Removal                       | 200             | LFT         | \$50.00           | \$10,000.00         |
|               | 4          | Water Service to 710 E. Main        | 1               | LS          | \$8,450.00        | \$8,450.00          |
|               | 5          | Water Service to 714 E. Main        | 1               | LS          | \$3,830.00        | \$3,830.00          |
|               | 6          | Water Service to 842 E. Main        | 1               | LS          | \$3,830.00        | \$3,830.00          |
|               | 7          | Water Service to 940 E Main         | 1               | LS          | \$3,830.00        | \$3,830.00          |
|               | 8          | Water Service to 1020 E. Main       | 1               | LS          | \$3,830.00        | \$3,830.00          |
|               | 9          | Water Service to 1100 E. Main       | 1               | LS          | \$3,830.00        | \$3,830.00          |
|               | 10         | Water Service to 55 S. State Street | 1               | LS          | \$15,050.00       | \$15,050.00         |
|               | 11         | Water Service to 77 S. State Street | 1               | LS          | \$22,750.00       | \$22,750.00         |
|               | 12         | Abandon existing watermain          | 1               | LS          | \$500.00          | \$500.00            |
|               | 13         | Sand Subbase (CIP)                  | 25              | CYDS        | \$15.00           | \$375.00            |
|               | 14         | Aggregate Shoulder                  | 100             | LFT         | \$10.00           | \$1,000.00          |
|               | 15         | 6" Agg Base, Approach               | 210             | SYDS        | \$16.00           | \$3,360.00          |
|               | 16         | Lawn Restoration                    | 250             | LFT         | \$10.00           | \$2,500.00          |
|               | 17         | Soil Erosion Control                | 1               | LS          | \$5,000.00        | \$5,000.00          |
|               | 18         | Traffic Control                     | 1               | LS          | \$7,500.00        | \$7,500.00          |
|               | 19         | Contingencies                       | 1               | LS          | \$10,000.00       | \$10,000.00         |
| <b>Total:</b> |            |                                     |                 |             |                   | <b>\$118,500.00</b> |

Design Engineering      \$8,000.00