

SCHOOLCRAFT TOWNSHIP BOARD MEETING 01-09-24

- 1.) Call to Order
- 2.) Pledge of Allegiance
- 3.) Roll Call
- 4.) Approval of Agenda
- 5.) Approval of Meeting Minutes 12-12-2023
- 6.) Approve List of Bills
- 7.) Acceptance of Treasurers Report
- 8.) Public Comment **
- 9.) New Business
- a.) Barton Lake Weed Control Contract
- b.) Award 2024 Mowing Contracts
- c.) US-131 Water Supply Discussion (Lockport Township)
 Presentation/Discussion Frank LaPierre/Ken Jones
- d.) Acceptance of Trustee Resignation
- e.) Appointment of New Trustee
- 10.) Planning Commission Report
- 11.) ZBA Report
- 12.) Township Park Report
- 13.) SKCFA Report
- 14.) SCS&WA Report
- 15.) Members Time
- 16.) Adjourn

^{**} Public Comment Limited to 3 Minutes



December 12, 2023 Including Zoom

Call to Order: 6:00 p.m.

Members Present: Supervisor Ulsh, Clerk Mongreig, Treasurer Scott, Trustee Stafford.

Member Absent: Trustee Fryling

Motion by Stafford with second by Scott to approve the **Agenda** as presented. **Unanimously** carried.

Motion by Stafford to amend a portion of the minutes as written with no support. Motion by Scott to change the language in reference to Zoom Video, and correction of Kalamazoo County Road Commission member name to Mark Warden. Motion by Stafford with second by Scott to approve the minutes of the November 14, 2023, Regular Board Minutes. **Unanimously carried.**

Motion by Scott with second by Stafford to approve the **List of Bills** as presented. **Unanimously carried.**

Treasurer Scott reported:

Income for month of November 2023 \$ 115,892.85 Expenditures \$ 88,543.34 Balance October 31, 2023, \$ 351,411.25 Balance November 30, 2023, \$ 378,760.76 Total ARPA Funds \$ 500,117.21

Motion by Mongreig with second by Stafford to approve the **Treasurer's Report** as presented. **Unanimously carried.**

Citizen's Time:

Kalamazoo County Commissioner, Wendy Mazer reported that the Judge Charles A. Pratt Justice Center is now open.

Motion by Scott with second by Ulsh to approve the Draft Proposal of the **South Kalamazoo County Fire Authority. Unanimously carried.**

Schoolcraft Township 2024-2025 Budget Workshop has been scheduled for Tuesday, January 9, 2024, at 12 Noon.

Planning Commission: Trustee Stafford reported the conditional approval of the Site Plan presented by TM Asphalt. Conditions to be submitted to Zoning Administrator, Christine Hamilton of SCMCCI.

The Planning Commission also discussed the Schoolcraft Master Plan draft, and short-term rentals. Due to an error in mapping by the representative of the WE Upjohn Institute the Planning Commission anticipates receiving corrected mapping prior to their January 8, 2024, meeting for consideration of approval of the Master Plan.

Zoning Board of Appeals: Schoolcraft Township Attorney Michael Homier recommended the Zoning Board of Appeals agree to the agreement between the neighbors. Attorney Homier dropped the Clapp Ordinance Violation citation without prejudice.

Swan Park Report: More dug outs are under construction.

South Kalamazoo County Fire Authority: Above

South County Sewer & Water: Continued study on the US 131 Lockport Waste Water System Feasibility Study and the potential of the expansion of the Lockport Municipal Water system to provide water service along the US 131 Corridor and including Schoolcraft Township. Supervisor Ulsh gave an estimate of \$7K to \$10K for the study, with a Letter of Intent with Lockport Township expected at the January 9, 2024, Regular Meeting of the Schoolcraft Township Board. Supervisor Ulsh told of the owner of property just south of Schoolcraft Township who is investing \$250mm to the project and a future steel plant coming to the Township.

Member Time:

Treasurer Scott: SCMCCI is seeking a building inspector to replace current building inspector, Christine Hamiton.

Attorney Homier has informed Treasurer Scott that Schoolcraft Township is listed as an interested party of the Plainsman Motel which is again in foreclosure.

Scott has received two bids for the automated signage.

Clerk Mongreig: Dugouts are going up at the Schoolcraft Little League fields – volunteers. Consumers Sand and Gravel has donated \$1,000.00 to the Little League. The South Kalamazoo County Fire Authority will be burning brush at the Schoolcraft Township Cemetery on US131, and Dustin Barrett, DJL Dirtworks, LLC will be removing soil from the cemetery.

Supervisor Ulsh: Circulated a Kalamazoo County map reflecting the boundary lines of surrounding townships, noting that Schoolcraft Township is the remaining township with an open border to the City of Portage. A discussion of Charter Township pros and cons with constituents commenced, along with best steps to get information to the voters rather than inaccurate comments on social media. Town hall meetings and/or direct mailings detailing the needs necessary to become a Charter Township.

Meeting adjourned at 7:15

Virginia M. Mongreig, Clerk Township of Schoolcraft

12/13/2023 12/28/2023 01/09/2024	12/13/2023 12/28/2023 01/09/2024	12/13/2023 12/28/2023 01/09/2024	12/13/2023 01/03/2024 01/09/2024	12/13/2023 12/28/2023 01/09/2024	12/13/2023 12/28/2023 01/09/2024	12/13/2023 12/28/2023 01/09/2024	12/13/2023 12/28/2023 01/09/2024	12/13/2023 12/28/2023 01/09/2024	Fund 101 GENERAL 12/13/2023 12/28/2023 PR 01/09/2024	01/04/2024 10:47 AM User: GIN DB: Schoolcraft Twp
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BEG. BALANCE 439.16 END BALANCE	BEG. BALANCE 71.64 END BALANCE	BEG. BALANCE 4,391.67 END BALANCE	BEG. BALANCE 334.50 END BALANCE	BEG. BALANCE 520.83 END BALANCE	BEG. BALANCE 416.66 END BALANCE	BEG. BALANCE 67.97 END BALANCE	BEG. BALANCE 4,166.67 END BALANCE	BEG. BALANCE 9.56 END BALANCE	BEG. BALANCE 125.00 END BALANCE	TOWNSHIP 801.000 1/09/2024 AMT
3,513.28 3,952.44 3,952.44	573.13 644.77 644.77	35,133.36 39,525.03 39,525.03	16.75 351.25 351.25	4,166.64 4,687.47 4,687.47	3,333.28 3,749.94 3,749.94	543.75 611.72 611.72	33,333.36 37,500.03 37,500.03	210.36 219.92 219.92	2,750.00 2,875.00 2,875.00	Page: 1. ENC/BDGT CHG BALANCE
1,756.72 1,317.56 1,317.56	196.87 125.23 125.23	17,566.64 13,174.97 13,174.97	983.25 648.75 648.75	2,083.36 1,562.53 1,562.53	1,666.72 1,250.06 1,250.06	181.25 113.28 113.28	16,666.64 12,499.97 12,499.97	164.64 155.08 155.08	1,950.00 1,825.00 1,825.00	1/9 AVAILABLE

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101-262-727.000 ELECTIONS SUPPLIES	101-257-801.000 ASSESSOR CONTRACTED SERVICES DECEMBER 2023 ASSESSING SERVICES 122023 101-257-801.000 ASSESSOR CONTRACTED SERVICES	101-257-715.000 ASSESSOR PAYROLL TAXES SUMMARY PR 12/28/2023 101-257-715.000 ASSESSOR PAYROLL TAXES	101-257-702.000 ASSESSOR WAGES SUMMARY PR 12/28/2023 101-257-702.000 ASSESSOR WAGES	101-253-720.000 TREASURER HEALTH INSURNACE SUMMARY PR 12/28/2023 101-253-720.000 TREASURER HEALTH INSURNACE	101-253-716.000 TREASURER PENSION SUMMARY PR 12/28/2023 101-253-716.000 TREASURER PENSION	101-253-715.000 TREASURER PAYROLL TAKES SUMMARY PR 12/28/2023 101-253-715.000 TREASURER PAYROLL TAKES	101-253-702.000 TREASURER WAGES SUMMARY PR 12/28/2023 101-253-702.000 TREASURER WAGES	101-247-715.000 BOARD OF REVIEW PAYROLL TAXES SUMMARY PR 12/28/2023 101-247-715.000 BOARD OF REVIEW PAYROLL TAXES	101-247-702.000 BOARD OF REVIEW WAGES SUMMARY PR 12/28/2023 101-247-702.000 BOARD OF REVIEW WAGES	101-215-720.000 CLERK HEALTH INSURNACE SUMMARY PR 12/28/2023 101-215-720.000 CLERK HEALTH INSURNACE	GL ACTIVITY REPORT FOR SCHOOLCRAFT FROM 101-101-702.000 TO 223-000- TRANSACTIONS FROM 12/13/2023 TO 0 DESC Reference #
BEG. BALANCE	BEG. BALANCE 4,373.00 END BALANCE	BEG. BALANCE 114.75 END BALANCE	BEG. BALANCE 1,500.00 END BALANCE	BEG. BALANCE 549.16 END BALANCE	BEG. BALANCE 439.16 END BALANCE	BEG. BALANCE 71.64 END BALANCE	BEG. BALANCE 4,391.67 END BALANCE	BEG. BALANCE 7.64 END BALANCE	BEG. BALANCE 100.00 END BALANCE	BEG. BALANCE 549.16 END BALANCE	HOOLCRAFT TOWNSHIP 223-000-801.000 2023 TO 01/09/2024 AMT
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1,514.74	17,762.00 13,389.00 13,389.00	457.00 342.25 342.25	6,000.00 4,500.00 4,500.00	2,196.72 1,647.56 1,647.56	1,756.72 1,317.56 1,317.56	196.87 125.23 125.23	17,566.64 13,174.97 13,174.97	38.53 30.89 30.89	1,350.00 1,250.00 1,250.00	2,196.72 1,647.56 1,647.56	9 AVAILABLE

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101-272-715.000 ADMINISTRATION PAYROLL TAXES CHK SUMMARY PR 12/15/2023 CHK SUMMARY PR 12/28/2023 101-272-715.000 ADMINISTRATION PAYROLL TAXES	101-272-702.000 ADMINISTRATION WAGES CHK SUMMARY PR 12/15/2023 CHK SUMMARY PR 12/28/2023 101-272-702.000 ADMINISTRATION WAGES	101-265-930.000 BUILDING & GROUNDS BLDG REPAIRS/MAINTENA INV MENS ROOM TOWNSHIP HALL INV QUARTERLY SERVICE INV MONTHLY SERVICE 101-265-930.000 BUILDING & GROUNDS BLDG REPAIRS/MAINTENA	101-265-929.000 BUILDING & GROUNDS GARBAGE INV MONTHLY SERVICE 436690 101-265-929.000 BUILDING & GROUNDS GARBAGE	101-265-921.000 BUILDING & GROUNDS NATURAL GAS TOWNSHIP GAS TOWNSHIP HALL 2996 101-265-921.000 BUILDING & GROUNDS NATURAL GAS	101-265-850.000 BUILDING & GROUNDS TELEPHONE 101-265-850.000 BUILDING & GROUNDS TELEPHONE	101-265-801.000 BUILDING & GROUNDS CONTRACTED SERVICES V JANITORIAL 101-265-801.000 BUILDING & GROUNDS CONTRACTED SERVICES	101-265-727.000 BUILDING & GROUNDS SUPPLIES V COOLER RENTAL 2216964 101-265-727.000 BUILDING & GROUNDS SUPPLIES	101-262-727.000 ELECTIONS SUPPLIES V ELECTION ENV/ MASTER CARDS/VOTER ID CA 230575 ELECTIONS SUPPLIES-AMAZON 2986 V ELECTIONS 56557 101-262-727.000 ELECTIONS SUPPLIES	GL ACTIVITY REPORT FOR SCI FROM 101-101-702.000 TO TRANSACTIONS FROM 12/13/2 DESC Reference #
BEG. BALANCE 91.80 91.80 END BALANCE	BEG. BALANCE 1,200.00 1,200.00 END BALANCE	BEG. BALANCE 437.00 135.00 36.00 5ALANCE	BEG. BALANCE 29.28 END BALANCE	BEG. BALANCE 180.41 276.60 END BALANCE	BEG. BALANCE END BALANCE	BEG. BALANCE 384.00 END BALANCE	BEG. BALANCE 8.00 END BALANCE	(Continued) 227.70 7.67 187.70 END BALANCE	100LCRAFT TOWNSHIP 223-000-801.000 2023 TO 01/09/2024 AMT
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1,646.18 1,737.98 1,829.78 1,829.78	21,518.75 22,718.75 23,918.75 23,918.75	6,815.93 7,252.93 7,387.93 7,423.93 7,423.93	230.93 260.21 260.21	487.30 667.71 944.31 944.31	5,265.99 5,265.99	2,144.00 2,528.00 2,528.00	777.89 785.89 785.89	1,712.96 1,720.63 1,908.33 1,908.33	Page: 3/9 BALANCE
653.82 562.02 470.22 470.22	8,481.25 7,281.25 6,081.25 6,081.25	(1,815.93) (2,252.93) (2,387.93) (2,423.93) (2,423.93)	69.07 39.79 39.79	1,012.70 832.29 555.69 555.69	(765.99) (765.99)	256.00 (128.00) (128.00)	(177.89) (185.89) (185.89)	1,287.04 1,279.37 1,091.67 1,091.67	AVAILABLE

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BEG. BALANCE 50.43 163.52	BEG. BALANCE END BALANCE	BEG. BALANCE END BALANCE	(48.76) (69.99) 50.00 END BALANCE	97.52 (16.95) (32.00)	16.95 24.00	48.76 69.99	16.95 32.00	124.34	BEG. BALANCE 16.95	BEG. BALANCE 201.81 91.29 END BALANCE	END BALANCE	45.32	22.01 46.47	44.36	210.00	30.97	BEG. BALANCE 46.99 38.73	AMT	CRAFT TOWNSHIP -000-801.000 TO 01/09/2024
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3,087.28 3,137.71 3,301.23	20,622.11 20,622.11	9,813.69 9,813.69	24,807.44 24,737.45 24,737.45 24,787.45 24,787.45	24,905.15 24,888.20 24.856.20	24,766.68 24,783.63 24,807.63	23,976.69	23,895.93	23,878.98	23,720.89 23,737.84	10,180.54 10,382.35 10,473.64 10,473.64	3,721.68 3,721.68	3,736.60	3,644.81 3,691.28	3,622.80	3,368.44	3,353.52	3,236.83 3,283.82 3,322.55	BALANCE	Page: 4/9
(87.28) (137.71) (301.23)	(8,622.11) (8,622.11)	(2,813.69) (2,813.69)	(4,807.44) (4,737.45) (4,787.45) (4,787.45)	(4,905.15) (4,888.20) (4.856.20)	(4,766.68) (4,783.63) (4,807.63)	(3,976.69) (4,046.68)	(3,895.93) (3,927.93)	(3, 878.98)	(3,720.89) (3,737.84)	1,819.46 1,617.65 1,526.36 1,526.36	4,278.32	4,263.40	4,355.19	4,377.20	4,631.56	4,646.48	4,763.17 4,716.18 4,677.45	AVAILABLE	

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101-446-801.000 ROADS CONTRACT SERVICES JIMMY DR-MELISSA CT 54291	101-445-801.000 DRAIN PUBLIC BENEFIT CONTRACT SERVICES COLONIAL VILLAGE AND GREENVIEW MEADOWS 4399 101-445-801.000 DRAIN PUBLIC BENEFIT CONTRACT SERVICES	101-372-860.000 COMPLIANCE MILEAGE SUMMARY PR 12/15/2023 SUMMARY PR 12/28/2023 101-372-860.000 COMPLIANCE MILEAGE	101-372-801.000 COMPLIANCE CONTRACT SERVICES NOVEMBER 2023 SERVICE 4217 101-372-801.000 COMPLIANCE CONTRACT SERVICES	101-372-715.000 COMPLIANCE PAYROLL TAXES SUMMARY PR 12/15/2023 SUMMARY PR 12/28/2023 101-372-715.000 COMPLIANCE PAYROLL TAXES	101-372-702.000 COMPLIANCE WAGES SUMMARY PR 12/15/2023 SUMMARY PR 12/28/2023 101-372-702.000 COMPLIANCE WAGES	101-336-801.000 FIRE PROTECTION CONTRACT SERVICES JANUARY FIRE PROTECTION 2023-34 101-336-801.000 FIRE PROTECTION CONTRACT SERVICES	101-272-970.000 ADMINISTRATION CAPITAL OUTLAX SHIPPING HANDLING-BIZHUBC33501 2981 101-272-970.000 ADMINISTRATION CAPITAL OUTLAY	101-272-958.000 ADMINISTRATION BANK FEES CHASE MONTHLY 2986 CHASE MONTHLY 2986 ACCOUNT SERVICE FEE 2973 101-272-958.000 ADMINISTRATION BANK FEES	101-272-901.000 ADMINISTRATION PRINTING/PUBLICATION 101-272-901.000 ADMINISTRATION PRINTING/PUBLICATION	GL ACTIVITY REPORT FOR SCHOOLCRAFT FROM 101-101-702.000 TO 223-000-9 TRANSACTIONS FROM 12/13/2023 TO 0: Reference #
BEG. BALANCE 1,369.25	BEG. BALANCE 500.00 END BALANCE	BEG. BALANCE 125.63 113.13 END BALANCE	BEG. BALANCE 50.00 END BALANCE	BEG. BALANCE 33.04 30.98 END BALANCE	BEG. BALANCE 432.00 405.00 END BALANCE	BEG. BALANCE 16,809.38 END BALANCE	BEG. BALANCE 54.00 END BALANCE	BEG. BALANCE 39.00 6.13 10.00 END BALANCE	(Continued) END BALANCE	SCHOOLCRAFT TOWNSHIP TO 223-000-801.000 13/2023 TO 01/09/2024 AMT
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52,300.50 50,931.25	2,000.00 1,500.00 1,500.00	825.61 586.85 6.85	3,500.00 3,450.00 3,450.00	320.93 287.89 256.91 256.91	4,192.00 3,760.00 3,355.00 3,355.00	44,715.58 27,906.20 27,906.20	2,980.74 2,926.74 2,926.74	399.04 360.04 353.91 343.91 343.91	(301.23)	AVAILABLE

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633.72 640.21 651.43 657.92	19,200.00 24,000.00 24,200.00 24,200.00	58,632.02 58,632.02	4,890.41 5,132.08 5,351.89 5,351.89	2,012.38 2,209.75 2,266.30 2,266.30	874.15 987.27 987.27	440.78 497.62 497.62	448.88 505.34 505.34	881.66 995.36 995.36	249,068.75	Page: 6/9
866.28 859.79 848.57 842.08 825.06	5,800.00 1,000.00 800.00	(932.02) (932.02)	109.59 (132.08) (351.89) (351.89)	487.62 290.25 233.70 233.70	325.85 212.73 212.73	259.22 202.38 202.38	251.12 194.66 194.66	618.34 504.64 504.64	50,931.25	AVAILABLE

TOTAL FOR F	12/13/2023 12/20/2023 01/09/2024	12/13/2023 12/21/2023 01/09/2024	12/13/2023 12/20/2023 01/09/2024	12/13/2023 01/09/2024	12/13/2023 12/15/2023 01/09/2024	12/13/2023 12/28/2023 01/09/2024	12/13/2023 12/28/2023 01/09/2024	12/13/2023 12/28/2023 01/09/2024	12/13/2023 12/21/2023 01/09/2024	12/20/2023 01/09/2024	01/04/2024 10:47 AM User: GIN DB: Schoolcraft Twp Date JNL
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0.00	345.80 320.19 320.19	295.47 174.57 174.57	398.41 375.10 375.10	(7,960.00) (7,960.00)	0.00 (50.00) (50.00)	618.19 589.49 589.49	7,970.00 7,595.00 7,595.00	8,361.19 8,265.90 8,265.90	338.12 279.56 279.56	802.64 802.64	AVAILABLE

TOTAL FOR FUND 220 BARTON LAKE WEED FUND	12/13/2023 12/28/2023 GJ 01/09/2024	Fund 220 BARTON LAKE WEED FUND 12/13/2023 220 12/28/2023 GJ JE D 01/09/2024 220	01/04/2024 10:47 AM User: GIN DB: Schoolcraft Twp Date JNL
BARTON	JE	E WEED	Type
LAKE WEED FUND	220-000-451.000 barton lake special assessment revenue DEPOSIT 220-000-451.000 barton lake special assessment revenue	220-000-001.000 KCSB-GF CHECKING BARTON LK DEPOSIT 220-000-001.000 KCSB-GF CHECKING BARTON LK	GL ACTIVITY REPORT FOR SCHOOLCRAFT TOWNSHIP FROM 101-101-702.000 TO 223-000-801.000 TRANSACTIONS FROM 12/13/2023 TO 01/09/2024 DESC Reference # AMT
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0.00	38,750.00 32,056.68 32,056.68		9 AVAILABLE

TOTAL FOR FUI	12/13/2023 01/09/2024	12/13/2023 12/28/2023 01/09/2024	12/13/2023 01/09/2024	Fund 223 SUNSET LAKE 12/13/2023 12/28/2023 GJ 01/09/2024	01/04/2024 10:47 AM User: GIN DB: Schoolcraft Twp Date JNL
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0.00	128.25 128.25	19,011.76 15,447.04 15,447.04			AVAILABLE

CASH SUMMARY BY ACCOUNT FOR SCHOOLCRAFT TOWNSHIP FROM 12/01/2023 TO 12/31/2023 FUND: 101 220 223

01101110110	CASH AND INVESTMENT ACCOUNTS	

Fund Account	Description	Beginning Balance 12/01/2023	Total Debits	Total Credits	Ending Balance 12/31/2023
Fund 101 G	Fund 101 GENERAL FUND				
001.000	KCSB-GF Checking SOUTHERN MICHIGAN BANK & TRUST	\$185,476.02 \$2,302.85	\$59,966.72 \$214.33	\$66,807.82	\$178,634.92 \$2.507.18
002.000	Chase GF Savings 90605 CONSUMERS CREDIT UNION SAVINGS	\$149,938.54 \$25.00	\$1.17	\$0.00	\$149,939.71
003:000	CERTIFICATES OF DEPOSIT @ CONSUMERS CO	\$8,858.12	\$938.4 <i>/</i> \$61.120.69	\$0.00 \$66.817.82	\$9,796.59
				No.	
Fund 220 E	Fund 220 BARTON LAKE WEED FUND				
001.000	KCSB-GF CHECKING BARTON LK	\$23,923.65	\$6,693.32	\$0.00	\$30,616.97
Fund 223 S	Fund 223 SUNSET LAKE WEED FUND				
001.000	KCSB-GF CHECKING SUNSET LAKE	\$8,236.58	\$3,564.72	\$875.00	\$10,926.30
	GENERAL FUND TOTAL - ALL FUNDS	\$378,760.76	\$71,378,73	\$67,692.82	\$382,446.67
	ARPA Funds***	24 120 02C3			7.000
	CERTIFICATES OF DEPOSIT @ CONSUMERS CU	\$250,055.76			\$250,055.76
	TOTAL ARPA FUNDS RECEIVED ***ARPA Funds not recognized until funds are spent.	\$500,117.21	1		\$500,117.21



ON AGENDA

December 19, 2023

Schoolcraft Township Board 50 East VW Avenue Vicksburg, MI 49097

Re:

Proposal for Professional Aquatic Plant Control and Water Quality Monitoring Services for Barton Lake Aquatic Plant Control Program

Dear Authorized Representative,

Progressive AE, Inc. (Progressive AE) is pleased to present this proposal for Aquatic Plant Control and Water Quality Monitoring services for Barton Lake Aquatic Plant Control Program. Following is our understanding of the project, our scope of services, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT

The project, as we understand it, is Progressive AE will provide the following services related to the implementation of the Barton Lake Aquatic Plant Control Program.

SCOPE OF BASIC SERVICES

Based upon the above project understanding, we will provide the following scope of services.

Aquatic Plant Control:

- 1. Prepare bid documents or contract extensions for the nuisance aquatic plant control project, as necessary.
- 2. Provide support data and documentation to assist with the acquisition of Department of Environmental, Great Lakes, and Energy (EGLE) permits for the plant control project.
- 3. Conduct global positioning system (GPS)-guided surveys of Barton Lake (Lake) to determine the scope of work to be performed by the plant control contractor(s).
- 4. Conduct surveys of the Lake to evaluate contractor performance.
- 5. Coordinate plant control activities to ensure work proceeds in an environmentally sound and cost-effective manner.
- 6. Confer with an authorized Lake resident representative regarding nuisance aquatic plant growth and contractor performance.
- 7. Report findings to the Schoolcraft Township Board (Board) and Barton Lake Association and guide the Board in making payments to the contractor(s).
- 8. Maintain a written record of the date, scope, and cost of plant control activities.

Water Quality Sampling:

- 1. Collect water quality samples to evaluate the present condition of the Lake. At a minimum, samples would be collected during spring and late summer at 10-foot intervals over the deepest portion of the Lake to measure temperature, dissolved oxygen, and total phosphorus. In addition, surface water chlorophyll-a levels and water transparency would be measured during each of the aforementioned sampling periods.
- 2. Prepare a written summary of sampling results.

SCHEDULE

Services will be provided for calendar year 2024.

PROFESSIONAL COMPENSATION

Based upon the above identified scope of services, Progressive AE proposes the following compensation:

The annual cost of the Aquatic Plant Control services will be \$8,500. The annual cost of the Water Quality Sampling services will be \$3,000.

The total annual cost of the services is \$11,500 (eleven thousand five hundred dollars) for one year (2024). Compensation will be billed as a stipulated sum at a quarterly sum of \$2,875 (two thousand eight hundred seventy-five dollars) per quarter.

Progressive AE has prepared this proposal for Schoolcraft Township Board and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The terms of this proposal defining project understanding, scope, schedule, and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services which are attached. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive AE in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,

Paul Hausler
Paul Hausler
Date: 2023.12.19
16:35:07-05'00'

Paul J. Hausler Water Resources Practice Leader Digitally signed by Jeffrey M Roman DN: C=US. E-comerin@progressivese.com, C=ProgressiveAE, OU=Engineering, CN=Jeffrey M Roman Reason: Theve reviewed this fecument Date: 2023,12,19 16:36:53-05'00'

Jeffrey Roman, PE, LEED AP Director of Engineering

Accepted By:		
Printed Name:	Date:	
SCHOOLCRAFT TOWNSHIP BOARD		

The parties to this Agreement, Progressive AE, Inc., Grand Rapids, Michigan, USA, hereinafter called the CONSULTANT and Schoolcraft Township Board, Vicksburg, Michigan, USA, hereinafter called the OWNER, hereby agree to the following conditions:

- Limit of Scope: The services provided by the CONSULTANT shall be limited to those described in the proposal dated December 19, 2023. The parties agree that the terms of the proposal are incorporated herein by reference, and are part of this agreement as if fully set forth herein. If any terms set forth in the proposal are expressly in conflict with the terms hereof, the terms of the proposal shall govern.
- Term: If services covered by this Agreement have not been completed within the time specified
 within this agreement, through no fault of the CONSULTANT, extension of the CONSULTANT's
 services beyond that time shall be compensated as additional services.
- Additional Services: Additional services not specifically identified in the Scope of Services shall
 be paid for by the OWNER in addition to the fees previously stated, provided the OWNER
 authorizes such additional services in writing. Special services will be billed monthly as work
 progresses and invoices are due upon receipt.
- 4. Code of Ethics and Professional Conduct: Professional Services provided by the CONSULTANT will be conducted in a manner consistent with ordinarily and normally exercised by CONSULTANTs practicing in the State where the Project resides.
- 5. Schedule for Rendering Services: The CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the CONSULTANT's reasonable control.
- 6. Payment Terms: Invoices submitted by the CONSULTANT are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date. If past due invoices cause the CONSULTANT to proceed with legal action or collection services, the OWNER agrees to pay all of the CONSULTANT's collection expenses including reasonable attorney fees.
- 7. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, worksheets, plans, preliminary material tables, supportive data, documents and other materials produced by the CONSULTANT in the course of and for the purpose of meeting this contract are the property of the CONSULTANT, shall remain in the possession of the CONSULTANT and the CONSULTANT has and retains all copyrights in such material. Upon execution of this Agreement, the CONSULTANT grants to the OWNER a nonexclusive license to reproduce the CONSULTANT's Instrument of Service solely for the purposes of constructing, using and maintaining the Project provided that the OWNER shall comply with all obligations including the prompt payment of all sums when due, under this Agreement.
- 8. <u>Dispute Resolution</u>: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully

cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

- 9. Termination: If the OWNER fails to make payments in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of services. The CONSULTANT shall provide seven days' written notice. If the OWNER or CONSULTANT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of suspension. The CONSULTANT's fees for the remaining services and the time schedule shall be equitably adjusted. Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause. If the Agreement is terminated, the CONSULTANT shall be compensated by the OWNER for services performed prior to termination and reimbursable expenses including costs attributable to termination, including the costs attributable to the CONSULTANT's termination of consultant Agreements.
- 10. Professional Liability Insurance and Limitation of Liability: The CONSULTANT maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the CONSULTANT's liability to the OWNER and to all Consultants on the project due to the CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the CONSULTANT to all those named shall not exceed the amount of the CONSULTANT's compensation for the Project.
- 11. Indemnification: Subject to the limitation in paragraph 12 above, the CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the CONSULTANT in the performance of professional services under this Agreement, to the extent that the CONSULTANT is responsible for such damages, liabilities and costs. The CONSULTANT shall not be obligated to indemnify the OWNER for the OWNER's own negligence.

- 12. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- 13. <u>Delays</u>: The OWNER agrees that the CONSULTANT is not responsible for any damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions.
 - In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.
- 14. <u>Disputed Invoices</u>: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- 15. <u>Hazardous Materials</u>: The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 16. <u>Abandonment of Work</u>: If any work is abandoned or suspended, the CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- 17. <u>Hiring of Personnel</u>: OWNER may not directly hire any employee of the CONSULTANT. OWNER agrees that it shall not, directly or indirectly solicit any employee of the CONSULTANT from accepting employment with OWNER, affiliate companies, or competitors of CONSULTANT.
- 18. <u>Timeliness of Performance</u>: The OWNER and CONSULTANT are aware that many factors outside the Agreement control may affect the CONSULTANT's ability to complete the services to be provide under Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

2024 MOWING SEASON

COMPANY NAME

CEMETERIES

SWAN PARK

STORM CLEANUP (PER HOUR)

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B.E.I. LANDSCAPING	POORTENGA LAWN	PERSONAL TOUCH	FOCUS LAWN	
NO BÍD	56,115	\$57,640	\$101,160	
33000***	NO BID	\$26,000 *	\$44,040	ī
\$85 ***	TBD **	<u>\$50</u>	\$75 EMERGENCY \$125	

^{* \$20,000} IF USING TOWNSHIP EQUIPMENT

^{**} NEGOTIATE AT SIGNING OF CONTRACT

^{***} FALL AND SPRING CLEANUP __ETC. \$ 24,115

LETTER OF INTENT

ON AGEND This Letter of Intent is entered into by the Township of Lockport, St. Joseph County, Michigan whose address is 58982 Holtom Rd., Three Rivers, MI 49093 and the Township of Schoolcraft, the address of which is 50 East VW Avenue Vicksburg. Michigan 49097 and represents the parties' understanding as to exploring the potential co-development of Water services along 131 and into Schoolcraft Township.

WHEREAS Schoolcraft Township, located in Kalamazoo County, and Lockport Township located in St. Joe County desire to expand the existing Lockport infrastructure to provide municipal water services along the 131 corridor and to businesses in Schoolcraft Township.

WHEREAS the parties hereto wish to explore the possibility of co-developing and extending water service via various potential access points, and wells, to service 131 and Schoolcraft Township in order to take advantage of a potential cost savings and cost sharing for the installation and improvement of necessary infrastructure in a collaborative framework through the execution of a Water system feasibility study.

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

- 1. The parties will cooperate with the intention of the investigation for the establishment of the development of water service along 131 and into Schoolcraft Township. Consideration will be towards the evaluation and collaboration for establishing water services into Schoolcraft Township in areas where development exists or may be anticipated, but has been hindered by the lack of water services therein.
- The parties will cooperate to allow for the collaboration for the codevelopment of projects to facilitate the extension of Water Services along 131 and into Schoolcraft Township.
- Both parties will cooperate with the investigation of the extension, implementation and provision of water services and will consider the execution of such necessary documents and adopt such ordinances and resolutions as may be necessary to effectuate said collaboration in a timely manner.
- Both parties will undertake their best efforts to ensure that water infrastructure is developed and implemented and agree to execute such necessary documents and applications as may be required in order to effectuate such development in a timely manner.
- 6. The Parties agree to exchange contact information and to coordinate efforts and communications such that the intentions of this Letter can be fulfilled.

- 7. This agreement to cooperate acknowledges the need and potential availability of public water south of Kalamazoo County and into an adjoining municipality in St. Joseph County, along 131 and including Schoolcraft Township, in Kalamazoo County. This agreement will enable the exploration of possible water expansion, through the execution of a Water system feasibility study. This agreement is non-binding and does not create a contractual relationship or requirement for either party to participate, financially or otherwise, in any undertaking. Any future undertaking resulting from this agreement to cooperate which may result in commitments by one or both parties will require further written arrangements.
- 8. The undersigned signators to this Letter indicate that they have the authority of their respective legislative/directing authorities to sign on behalf of the party.

Lockport Township	Schoolcraft Township		
MW			
By: Mark Major, Supervisor	By: Don Ulsh, Supervisor		
/ナー//- 人) Date	Date		



ON AGENDA

Land Surveying Civil Engineering - Planning Architecture - Project Funding GIS Environmental Renewable Energy Landsceps Architecture

November 28, 2022

Lockport Township 58982 Holtom Rd. Three Rivers, MI 49093

Attention: Mr. Mark Major, Supervisor

RE: PROPOSAL FOR LOCKPORT TOWNSHIP - WATER SUPPLY PROJECT ADD-ON

Dear Mr. Major,

As you know, our team is currently engaged on a preliminary engineering report that's being prepared for a possible wastewater treatment facility ("WWTF") and collection system designed to serve multiple areas within St. Joseph County as well as Kalamazoo County.

Recently, the concept of adding a small, relative to the overall study mentioned above, study and/or analysis specific to the possibility of extending a public water supply system with the goal of providing access and/or service to a combination of presently existing as well as possible future developments.

This proposal is being provided accordingly, so that this additional effort can be added to our overall scope of work that is already ongoing.

Statement of Understanding

The Authority is requesting that JPR perform the necessary analysis and prepare a resulting report that is specific to expanding an existing public water supply system, which is currently owned and operated by Lockport Township, in order to provide public potable water access to an area that's contained within Study Area 7, and Study Area 9, as both are shown on the attached graphic.

We further understand, similar to our already ongoing work, that the SCSWA will continue to serve as our primary contact as the efforts progress.

Scope of Services

This proposal includes the following anticipated services/activities:

Task 1: Data Accumulation

- Gather all historical data that is within JPR's own records, specific to the existing Lockport Township Water system, including but not limited to:
- o Locations
- o Capacities
- o Logical expansion locations
- o System configuration, looping, etc.
- Make contact directly with Lockport Township and collect operational data from the last couple calendar years, in order to get a sense of daily volumes produced vs. used vs. lost

Task 2: Data Analysis / Preliminary Design

- Coordinate with you as well as any private interested parties specific to this topic, so that we can
 learn as much as possible about possible future development scenarios within the study areas
- Establish a logical overall layout configuration for water system expansion
- Prepare a preliminary construction cost estimate using relatively recent bid values for similar public works type projects and pursuant to other specific qualifying assumptions
- Provide a preliminary monthly rate calculation given the various funding scenarios available to the
 project combined with anticipated future user types & volumes this aspect of the work will require
 some involvement of whatever financial advisor the Lockport Township or SCSWA works with
- Attend several meetings, in person or virtually, during the course of the effort so that productive
 discussions can take place and any needed decisions can be made to help guide the overall study
 to a result that is as reasonable & helpful as possible

Task 3: Final Report Preparation

- JPR will prepare a multi-page report that summarizes the data collected, assumptions made, and the recommended project, if any, that's identified by the study effort.
 - Multiple alternates will not be possible, given that this is a study specific to the
 expansion of an already existing system, and future O&M will be therefore much more
 logical and reasonable if the system's specifics and established standards are
 followed as it relates to any expansion of the same

Assumptions of Understanding

Our proposal is based on the following assumptions and understanding:

- The exact scope and extent of environmental services is not known at this time. A budget for environmental services can be provided after the draft report is completed. Environmental documentation is not included.
- Final Design or Engineering Plan preparation services are not included in this scope of work. After the initial study effort is complete, and if requested, JPR can prepare an engineering services agreement for the Authority's consideration for design and construction administration services.
- The estimated fees herein are based on presenting the draft PER to the Authority in March-April of 2023.

Estimated Fees:

JPR's fee for the above-described professional services will be for a lump sum fee of \$27,200.00 for JPR performed services and reimbursable costs, broken down as follows:

Professional Services:	
Water System Study	\$26,000.00
Sub-Total:	\$26,000.00
Reimbursable Expenses:	
Printing, Shipping, Etc.	\$ 1,200.00
Sub-Total:	\$ 1,200.00
Adjustment*	(\$7,200.00)
Total	\$20,000.00

Note: Above expenses are typically considered reimbursable components within most non-local Project funding models and can be returned to the Authority and partners upon issuance of project funds and/or bonds.

*JPR is willing to provide these services at a reduced cost, in order to be able to do what we can to help bring the project to fruition.

Schedule

JPR will work with the Authority on a mutually agreeable schedule, with the expectation that we will achieve draft status within 180 days from notice to proceed.

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Billing Notes:

If the Project is ongoing, our services will be billed monthly. Payment is due upon receipt of our invoice. Work can be suspended on any account which is 30 days past due until the account is paid in full. Should you have any questions or comments concerning our services or charges during the work, please bring them to our attention immediately so that any problem can be resolved quickly.

Conclusion:

JPR is pleased to submit this proposal and we look forward to working with you. Should you have any questions regarding this proposal, please do not hesitate to contact me at (574) 232-4388.

If acceptable, please execute the Proposal by signature where indicated, and return a copy by email to kennethjones@jpr1source.com.

Respectfully Submitted,

Kenneth Jones, Jr., PS Chief Financial Officer

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PROPOSAL ACCEPTANCE:

This proposal for LOCKPORT TOWNSHIP is hereby according to the control of the con		orization to proceed her	eby granted:
Accepted By:		Date:	9}
Lockport Township; Printed Name & Title:	Mock	, supervloor	
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