



**SCHOOLCRAFT TOWNSHIP BOARD MEETING
02-13-24**

- 1.) Call to Order**
- 2.) Pledge of Allegiance**
- 3.) Roll Call**
- 4.) Approval of Agenda**
- 5.) Approval of Meeting Minutes 01-09-24**
- 6.) Approve List of Bills**
- 7.) Acceptance of Treasurers Report**
- 8.) Public Comment ****
- 9.) New Business**
 - a.) RCKC Presentation**
 - b.) Barton Lake Weed Control Contract**
- 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**



Schoolcraft Township Board Meeting
January 9, 2024
Including Zoom **PROPOSED**

Call to Order
Pledge of Allegiance

Members Present: Supervisor Ulsh, Clerk Mongreig, Trustee Fryling, and Trustee Stafford.

Treasurer Scott Absent

Motion by Fryling with second by Stafford to Agenda with the addition of f.) Public Meeting will be scheduled for Planning Commission Land Use Master Plan revisions/additions. **Unanimously Approved.**

Trustee Stafford again discussed her displeasure of the November 14, 2023, minutes, and the Zoning Minutes from the November 9, 2023, meeting. Trustee Stafford referenced the Open Meetings Act and an email with the Michigan Townships Association attorney regarding the difference of opinion with Clerk Mongreig regarding the November and December 2023 minutes. Trustee Fryling stated that the question with the December 2023 Zoning Board of Appeals Minutes is a moot point until the Zoning Board of Appeals presents their minutes of the November 9, 2023, minutes.

Motion by Fryling with second by Ulsh to approve the Minutes of the Meeting December 12, 2023. **Motion carried by a vote of three to one with Stafford being the dissenting vote.**

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

In Treasurer Scott's absence Clerk Mongreig read the following:

Income for the month of December 2023	\$ 71,378.73
Expenditures for the month of December 2023	\$ 67,692.82
December 31, 2023, Balance	\$382,446.67

Motion by Fryling with second by Stafford to approve the Treasurers Report as presented. **Unanimously Approved.**

Public Comment:

Schoolcraft Township resident Christine Augustine addressed the meeting regarding newly passed Public Act 233 which negates townships and other local governments from control over the siting of certain renewable energy wind, solar and battery storage facilities. Ms. Augustine is working with Citizens for Local Choice, and Our Home Our Choice; groups working to create language and circulate petitions to reverse these acts and asks that anyone interested contact her to join in the effort to initiate a non-partisan petition drive for a referendum that the citizens of Michigan will vote on at the polls in 2024. The language goes to the canvassers on January 19, 2024, for approval. If not approved the language will go back to the canvassers in February 2024.

NEW BUSINESS:

Barton Lake Weed Control Contract: Motion by Mongreig with second by Fryling to table the discussion until Treasurer Scott can explain the Special Assessment District. **Unanimously Approved.**

Award 2024 Mowing Contract: Motion by Fryling with second by Mongreig to present the 2024 Mowing Contract for Schoolcraft Township and the Schoolcraft Township cemeteries to Personal Touch Lawn and Landscape using the Township equipment only in an emergency - or as backup stated Supervisor Ulsh.

Roll Call Vote: Fryling — yes, Ulsh — yes, Mongreig — yes, and Stafford — yes. Unanimously Approved.

U.S. 131 Water Supply Discussion:

Three representatives were in attendance to report on the Proposal for Lockport Township-Water Supply Project Add-On.

Frank Lapierre, Director of the South County Sewer and Water Authority, and member of the St. Joseph and Kalamazoo County's Wastewater Treatment Facility and the infrastructure steering committee including the recent concept of adding a study and/or analysis specific to the possibility of extending a public water supply system to service existing and potential future development. Mr. LaPierre reported that the authority has submitted the feasibility study and has been in contact with State Representative, Matt Hall, State Senator Sean McCann, and four other legislators from St. Joe County, for earmarked funding toward the project from the State of Michigan.

The committee also includes Brady Township Supervisor John Speeter, Supervisor Don Ulsh along with two township supervisors in St. Joe County and Doug Zoning Inspector.

Doug Kuhlman is the Zoning Administrator for municipalities south to the Michigan/Indiana border except for the City of Three Rivers and the Village of Constantine. Mr. Kuhlman frequently receives call from individuals' interest in building a facility along U.S. 131. The lack of Sewer/Water services causes them to look elsewhere.

Mr. Kuhlman discussed the desire for water to existing facilities along U.S. 131, along with a significant \$250mm project scheduled south of Schoolcraft Township in St. Joseph County, and a business park in St. Joe County. The Committee had positive meetings with JRS Rettenmaier and Forming USA, both in Schoolcraft Township.

The steering Committee is asking for Schoolcraft Township for \$5,000.00 for the Water services feasibility study.

Mr. Kuhlman stated that the tide is changing, that the Village of Schoolcraft has new leadership coming in and the Village is interested in both the sewer and water. The committee would like to negotiate with the Village of Schoolcraft to include the existing Water Tower which would mean a savings of 2-3 million.

Motion by Mongreig with second by Ulsh to approve payment of \$5,000.00 for engineering/project costs.
Unanimously Approved.

The Board authorized Supervisor Ulsh sign the "Letter of Intent" entered by Lockport Township which represents the parties' understanding as to exploring the potential development of Water services along U.S. 131 and into Schoolcraft Township,

Trustee Steve Fryling submitted his letter of resignation effective January 11, 2023. Fryling stated that now that he and his wife are spending more time in Florida, he cannot, in good conscience, serve the citizens of the township as well as a trustee should. He expressed his gratitude to those who elected him and said that the board has had many worthwhile accomplishments in his tenure and wishes the board many more in the future. Motion by Ulsh with second by Stafford to accept Trustee Fryling's resignation.

Each of the Board Members thanked Steve and wished him well, but truly regretted his resignation.

Appointment of Trustee: Motion by Ulsh second by Mongreig to appoint Jennifer Sportel to fill the Trustee position vacated by Fryling. Roll Call Vote: Ulsh — yes, Mongreig — yes, and Stafford — yes.
Unanimously Approved.

Planning Commission

Trustee Stafford stated that the Planning Commission approved the Vicksburg Storage LLC Site Plan.

The Planning Commission also approved the “Fence” definition submitted by Christine Hamilton.

Article 2 Rules of Text Interpretation Definition of Terms

Add to Article 22 Section 22.1.5C

Non-retaining walls and privacy-type fencing.

Fence: means a structure within the required setback that serves as an enclosure or screening and shall be made of traditional material/s made for fencing and typically sold through retail outlets, and will be enforced going forward, with existing fences grandfathered in until they fall into disrepair.

Master Plan: The Planning Commission agreed at their January 8, 2024, meeting to ask the board for authorization to distribute the newly updated Master Plan for review and comment. The Master Plan will be available on-line and to surrounding entities. Following the 42-day period of review and comments a Public Hearing on the Master Plan will be published.

Motion to approve distribution and schedule the Public Hearing by Stafford with second by Fryling.

Clerk Mongreig commented on the costs incurred during the recent Zoning Board of Appeals case.

Eric Jasiak mentioned during the mowing discussion that selling the Kabota tractor would in his view be a mistake. Personal Touch has taken on extra jobs. It would be a step backward to sell the Kabota.

He also said that there is much equipment in the barn that is not only used for mowing.

Mongreig stated that the Parks are in good shape with Personal Touch maintaining the common Township property and Schoolcraft Little League maintaining the Little League grounds.

Mongreig reported that the Township Hall needs someone we can call on to help around the township building.

SKCFA — Approved the proposed budget.

South County Sewer & Water Authority: above

Members Time:

Mongreig: Absentee Voter Applications have been mailed by the Clerk’s Office. Many voters have had questions on the newly implemented Early Voting process, which resulted due to passage of Proposal 22-2.

Vicksburg Cemetery has been cleared of plastic and silk flowers.

Clerk Mongreig reported receiving five ballots last week from the November 2023 Special Election. The ballots were postmarked October 26, 2023, in the Vicksburg Post Office.

Ulsh: The Zoning Board of Appeals must have a member of the Planning Commission on its board. Supervisor Ulsh approached David Aubry who accepted the position. Motion by Ulsh with second by Stafford to appoint David Aubry as Zoning Board of Appeals Member. **Unanimously Approved.**

The Road Commission of Kalamazoo County has requested a joint meeting with the township.

Schoolcraft Township will spend \$400,000 on roads in 2024.

Trustee Fryling expressed his gratitude to the board. Together we have accomplished much. He commented that the members of Schoolcraft Township Board are passionate about the township and quality infrastructure. Appreciates Clerk Mongreig working to complete elections with the new procedures.

Motion by Fryling to adjourn with second by Stafford.

Meeting Adjourned 7:25

Virginia M. Mongreig, Clerk

A handwritten signature in blue ink, appearing to read "Virginia M. Mongreig", written in a cursive style.

Date	JNL	Type	DESC	Reference #	AMT	ENC/BDGT	CHG	BALANCE	AVAILABLE
Fund 101 GENERAL FUND									
01/15/2024			101-101-702.000 TRUSTEE WAGES		BEG. BALANCE			2,875.00	1,825.00
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		500.00			3,375.00	1,325.00
02/08/2024			101-101-702.000 TRUSTEE WAGES		END BALANCE			3,375.00	1,325.00
01/15/2024			101-101-715.000 TRUSTEE PAYROLL TAXES		BEG. BALANCE			219.92	155.08
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		38.25			258.17	116.83
02/08/2024			101-101-715.000 TRUSTEE PAYROLL TAXES		END BALANCE			258.17	116.83
01/15/2024			101-171-702.000 SUPERVISOR WAGES		BEG. BALANCE			37,500.03	12,499.97
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		4,166.67			41,666.70	8,333.30
02/08/2024			101-171-702.000 SUPERVISOR WAGES		END BALANCE			41,666.70	8,333.30
01/15/2024			101-171-715.000 SUPERVISOR PAYROLL TAXES		BEG. BALANCE			611.72	113.28
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		67.97			679.69	45.31
02/08/2024			101-171-715.000 SUPERVISOR PAYROLL TAXES		END BALANCE			679.69	45.31
01/15/2024			101-171-716.000 SUPERVISOR PENSION		BEG. BALANCE			3,749.94	1,250.06
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		416.66			4,166.60	833.40
02/08/2024			101-171-716.000 SUPERVISOR PENSION		END BALANCE			4,166.60	833.40
01/15/2024			101-171-720.000 SUPERVISOR HEALTH INSURANCE		BEG. BALANCE			4,687.47	1,562.53
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		520.83			5,208.30	1,041.70
02/08/2024			101-171-720.000 SUPERVISOR HEALTH INSURANCE		END BALANCE			5,208.30	1,041.70
01/15/2024			101-171-961.000 SUPERVISOR EDUCATION/TRAINING		BEG. BALANCE			16.75	983.25
02/08/2024			101-171-961.000 SUPERVISOR EDUCATION/TRAINING		END BALANCE			16.75	983.25
01/15/2024			101-215-702.000 CLERK WAGES		BEG. BALANCE			39,525.03	13,174.97
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		4,391.67			43,916.70	8,783.30
02/08/2024			101-215-702.000 CLERK WAGES		END BALANCE			43,916.70	8,783.30
01/15/2024			101-215-715.000 CLERK PAYROLL TAXES		BEG. BALANCE			644.77	125.23
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		71.64			716.41	53.59
02/08/2024			101-215-715.000 CLERK PAYROLL TAXES		END BALANCE			716.41	53.59
01/15/2024			101-215-716.000 CLERK PENSION		BEG. BALANCE			3,952.44	1,317.56
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		439.16			4,391.60	878.40
02/08/2024			101-215-716.000 CLERK PENSION		END BALANCE			4,391.60	878.40
01/15/2024			101-215-720.000 CLERK HEALTH INSURANCE		BEG. BALANCE			4,942.44	1,647.56

Date	JNL	Type	DESC	Reference #	AMT	ENC/BDGT	CHG	BALANCE	AVAILABLE
(Continued)									
01/31/2024	PR	CHK	101-215-720.000 CLERK HEALTH INSURANCE		549.16			5,491.60	1,098.40
02/08/2024			SUMMARY PR 01/31/2024		END BALANCE			5,491.60	1,098.40
			101-215-720.000 CLERK HEALTH INSURANCE						
01/15/2024			101-247-961.000 BOARD OF REVIEW EDUCATION/TRAINING		BEG. BALANCE			334.50	(34.50)
02/08/2024			101-247-961.000 BOARD OF REVIEW EDUCATION/TRAINING		END BALANCE			334.50	(34.50)
01/15/2024			101-253-702.000 TREASURER WAGES		BEG. BALANCE			39,525.03	13,174.97
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		4,391.67			43,916.70	8,783.30
02/08/2024			101-253-702.000 TREASURER WAGES		END BALANCE			43,916.70	8,783.30
01/15/2024			101-253-715.000 TREASURER PAYROLL TAXES		BEG. BALANCE			644.77	125.23
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		71.64			716.41	53.59
02/08/2024			101-253-715.000 TREASURER PAYROLL TAXES		END BALANCE			716.41	53.59
01/15/2024			101-253-716.000 TREASURER PENSION		BEG. BALANCE			3,952.44	1,317.56
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		439.16			4,391.60	878.40
02/08/2024			101-253-716.000 TREASURER PENSION		END BALANCE			4,391.60	878.40
01/15/2024			101-253-720.000 TREASURER HEALTH INSURANCE		BEG. BALANCE			4,942.44	1,647.56
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		549.16			5,491.60	1,098.40
02/08/2024			101-253-720.000 TREASURER HEALTH INSURANCE		END BALANCE			5,491.60	1,098.40
01/15/2024			101-257-702.000 ASSESSOR WAGES		BEG. BALANCE			13,500.00	4,500.00
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		1,500.00			15,000.00	3,000.00
02/08/2024			101-257-702.000 ASSESSOR WAGES		END BALANCE			15,000.00	3,000.00
01/15/2024			101-257-715.000 ASSESSOR PAYROLL TAXES		BEG. BALANCE			1,032.75	342.25
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		114.75			1,147.50	227.50
02/08/2024			101-257-715.000 ASSESSOR PAYROLL TAXES		END BALANCE			1,147.50	227.50
01/15/2024			101-257-801.000 ASSESSOR CONTRACTED SERVICES		BEG. BALANCE			39,357.00	13,389.00
01/31/2024	AP	INV	JANUARY 2024 CONTRACT	01312024	4,373.00			43,730.00	9,016.00
02/08/2024			101-257-801.000 ASSESSOR CONTRACTED SERVICES		END BALANCE			43,730.00	9,016.00
01/15/2024			101-262-702.000 ELECTIONS WAGES		BEG. BALANCE			5,020.00	1,980.00
01/31/2024	AP	INV	BALLOT PROCESSING 1/22/2024	10312024	87.50			5,107.50	1,892.50
01/31/2024	AP	INV	BALLOT PROCESSING 1/22/2024	01312024	122.50			5,230.00	1,770.00
01/31/2024	AP	INV	BALLOT PROCESSING	01222024	70.00			5,300.00	1,700.00
02/08/2024			101-262-702.000 ELECTIONS WAGES		END BALANCE			5,300.00	1,700.00

Date	JNL	Type	DESC	Reference #	AMT	ENC/BDGT CHG	BALANCE	AVAILABLE
01/15/2024			101-262-727.000 ELECTIONS SUPPLIES		BEG. BALANCE		1,908.33	1,091.67
01/23/2024	AP	INV	ELECTION SUPPLIES	CD2074162	49.65		1,957.98	1,042.02
01/23/2024	AP	INV	ENVELOPES - FEBRUARY 27, 2024 ELECTION	231430 & 23143	972.34		2,930.32	69.68
01/30/2024	AP	INV	ELECTION SUPPLIES	231423	259.39		3,189.71	(189.71)
01/31/2024	AP	INV	ELECTION WORKERS LUNCH	01222024	43.39		3,233.10	(233.10)
02/08/2024			101-262-727.000 ELECTIONS SUPPLIES		END BALANCE		3,233.10	(233.10)
01/15/2024			101-265-727.000 BUILDING & GROUNDS SUPPLIES		BEG. BALANCE		785.89	(185.89)
01/29/2024	GJ	JE	CHASE MONTHLY	3025	49.43		835.32	(235.32)
01/30/2024	AP	INV	H/C COOLER RENTAL	2222896	10.79		846.11	(246.11)
02/08/2024			101-265-727.000 BUILDING & GROUNDS SUPPLIES		END BALANCE		846.11	(246.11)
01/15/2024			101-265-801.000 BUILDING & GROUNDS CONTRACTED SERVICES		BEG. BALANCE		2,528.00	(128.00)
02/08/2024			101-265-801.000 BUILDING & GROUNDS CONTRACTED SERVICES		END BALANCE		2,528.00	(128.00)
01/15/2024			101-265-805.000 BUILDING & GROUNDS SNOW/ICE REMOVAL		BEG. BALANCE		0.00	0.00
01/30/2024	AP	INV	JANUARY SNOWPLOWING	25091/92	2,840.00		2,840.00	(2,840.00)
02/08/2024			101-265-805.000 BUILDING & GROUNDS SNOW/ICE REMOVAL		END BALANCE		2,840.00	(2,840.00)
01/15/2024			101-265-850.000 BUILDING & GROUNDS TELEPHONE		BEG. BALANCE		5,829.20	(1,329.20)
02/08/2024			101-265-850.000 BUILDING & GROUNDS TELEPHONE		END BALANCE		5,829.20	(1,329.20)
01/15/2024			101-265-920.000 BUILDING & GROUNDS ELECTRIC		BEG. BALANCE		2,533.53	2,466.47
01/23/2024	GJ	JE	IMP	3012	307.16		2,840.69	2,159.31
01/30/2024	GJ	JE	IMP	3031	314.22		3,154.91	1,845.09
02/08/2024			101-265-920.000 BUILDING & GROUNDS ELECTRIC		END BALANCE		3,154.91	1,845.09
01/15/2024			101-265-921.000 BUILDING & GROUNDS NATURAL GAS		BEG. BALANCE		944.31	555.69
01/23/2024	GJ	JE	CONSUMERS	3016	239.36		1,183.67	316.33
02/08/2024			101-265-921.000 BUILDING & GROUNDS NATURAL GAS		END BALANCE		1,183.67	316.33
01/15/2024			101-265-929.000 BUILDING & GROUNDS GARBAGE		BEG. BALANCE		260.21	39.79
01/17/2024	AP	INV	MONTHLY SERVICE	467502 & 46890	24.16		284.37	15.63
01/17/2024	AP	INV	MONTHLY SERVICE	467502 & 46890	(9.46)		274.91	25.09
02/08/2024			101-265-929.000 BUILDING & GROUNDS GARBAGE		END BALANCE		274.91	25.09
01/15/2024			101-265-930.000 BUILDING & GROUNDS BLDG REPAIRS/MAINTENANCE		BEG. BALANCE		7,803.93	(2,803.93)
02/08/2024			101-265-930.000 BUILDING & GROUNDS BLDG REPAIRS/MAINTENANCE		END BALANCE		7,803.93	(2,803.93)
01/15/2024			101-272-702.000 ADMINISTRATION WAGES		BEG. BALANCE		23,918.75	6,081.25
01/16/2024	PR	CHK	SUMMARY PR 01/16/2024		1,225.00		25,143.75	4,856.25
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		1,512.50		26,656.25	3,343.75

Date	JNL	Type	DESC	Reference #	AMT	ENC/BDGT	CHG	BALANCE	AVAILABLE
02/08/2024			101-272-702.000 ADMINISTRATION WAGES	(Continued)	END BALANCE			26,656.25	3,343.75
			101-272-702.000 ADMINISTRATION WAGES						
01/15/2024			101-272-715.000 ADMINISTRATION PAYROLL TAXES		BEG. BALANCE			1,829.78	470.22
01/16/2024	PR	CHK	SUMMARY PR 01/16/2024		93.71			1,923.49	376.51
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		115.71			2,039.20	260.80
02/08/2024			101-272-715.000 ADMINISTRATION PAYROLL TAXES		END BALANCE			2,039.20	260.80
01/15/2024			101-272-727.000 ADMINISTRATION SUPPLIES		BEG. BALANCE			3,795.54	4,204.46
01/30/2024	AP	INV	VARIOUS OFFICE SUPPLIES/PRINTER CARTRI 2549285-025510		117.25			3,912.79	4,087.21
02/08/2024			101-272-727.000 ADMINISTRATION SUPPLIES		END BALANCE			3,912.79	4,087.21
01/15/2024			101-272-728.000 ADMINISTRATION POSTAGE		BEG. BALANCE			14,007.14	(2,007.14)
01/30/2024	GJ	JE	INK CARTRIDGE - POSTAGE METER	3032	91.29			14,098.43	(2,098.43)
02/08/2024			101-272-728.000 ADMINISTRATION POSTAGE		END BALANCE			14,098.43	(2,098.43)
01/15/2024			101-272-751.000 ADMINISTRATION COMPUTER SFTWR/SUPPORT		BEG. BALANCE			24,787.45	(4,787.45)
01/23/2024	AP	INV	ANNUAL HOSTING - SUPPORT PACKAGE		950.00			25,737.45	(5,737.45)
01/29/2024	GJ	JE	ZOOM	3025	16.95			25,754.40	(5,754.40)
01/29/2024	GJ	JE	MICROSOFT NOV. DEC. 2023	3025	99.52			25,853.92	(5,853.92)
01/30/2024	AP	INV	COMPUTER SOFTWARE AND SUPPORT	9539	1,200.00			27,053.92	(7,053.92)
02/08/2024			101-272-751.000 ADMINISTRATION COMPUTER SFTWR/SUPPORT		END BALANCE			27,053.92	(7,053.92)
01/15/2024			101-272-804.000 ADMINISTRATION ENGINEERING		BEG. BALANCE			10,333.44	(3,333.44)
02/08/2024			101-272-804.000 ADMINISTRATION ENGINEERING		END BALANCE			10,333.44	(3,333.44)
01/15/2024			101-272-901.000 ADMINISTRATION PRINTING/PUBLICATION		BEG. BALANCE			3,301.23	(301.23)
02/08/2024			101-272-901.000 ADMINISTRATION PRINTING/PUBLICATION		END BALANCE			3,301.23	(301.23)
01/15/2024			101-272-956.000 ADMINISTRATION EQUIPMENT		BEG. BALANCE			1,014.00	(1,014.00)
01/23/2024	AP	INV	8 GB RAM & USB PORT & WIRELESS ACCESS 9827 & 9832		405.00			1,419.00	(1,419.00)
02/08/2024			101-272-956.000 ADMINISTRATION EQUIPMENT		END BALANCE			1,419.00	(1,419.00)
01/15/2024			101-272-958.000 ADMINISTRATION BANK FEES		BEG. BALANCE			156.09	343.91
01/24/2024	GJ	JE	LATE FEE	3018	0.23			156.32	343.68
01/24/2024	GJ	JE	LATE FEE	3017	0.13			156.45	343.55
01/24/2024	GJ	JE	IMP	3019	0.13			156.58	343.42
01/31/2024	GJ	JE	SERVICE CHARGE	3034	10.00			166.58	333.42
02/08/2024			101-272-958.000 ADMINISTRATION BANK FEES		END BALANCE			166.58	333.42
01/15/2024			101-336-801.000 FIRE PROTECTION CONTRACT SERVICES		BEG. BALANCE			168,093.80	27,906.20
02/01/2024	AP	INV	FEBRUARY 2024 SERVICE	2023.35	16,809.38			184,903.18	11,096.82

Date	JNL	Type	DESC	Reference #	AMT	ENC/BDGT CHG	BALANCE	AVAILABLE
(Continued)								
02/08/2024			101-336-801.000 FIRE PROTECTION CONTRACT SERVICES		END BALANCE		184,903.18	11,096.82
			101-336-801.000 FIRE PROTECTION CONTRACT SERVICES					
01/15/2024			101-372-702.000 COMPLIANCE WAGES		BEG. BALANCE		8,145.00	3,355.00
01/16/2024	PR	CHK	SUMMARY PR 01/16/2024		432.00		8,577.00	2,923.00
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		549.00		9,126.00	2,374.00
02/08/2024			101-372-702.000 COMPLIANCE WAGES		END BALANCE		9,126.00	2,374.00
01/15/2024			101-372-715.000 COMPLIANCE PAYROLL TAXES		BEG. BALANCE		623.09	256.91
01/16/2024	PR	CHK	SUMMARY PR 01/16/2024		33.04		656.13	223.87
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		42.00		698.13	181.87
02/08/2024			101-372-715.000 COMPLIANCE PAYROLL TAXES		END BALANCE		698.13	181.87
01/15/2024			101-372-860.000 COMPLIANCE MILEAGE		BEG. BALANCE		2,113.15	586.85
01/16/2024	PR	CHK	SUMMARY PR 01/16/2024		125.29		2,238.44	461.56
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		166.16		2,404.60	295.40
02/08/2024			101-372-860.000 COMPLIANCE MILEAGE		END BALANCE		2,404.60	295.40
01/15/2024			101-448-920.110 STREET LIGHTS CANAL ZONE		BEG. BALANCE		995.36	504.64
01/23/2024	GJ	JE	CONSUMERS	3014	116.35		1,111.71	388.29
02/08/2024			101-448-920.110 STREET LIGHTS CANAL ZONE		END BALANCE		1,111.71	388.29
01/15/2024			101-448-920.130 STREET LIGHTS PRAIRIE EDGE 3		BEG. BALANCE		505.34	194.66
01/23/2024	GJ	JE	IMP	3007	56.58		561.92	138.08
02/08/2024			101-448-920.130 STREET LIGHTS PRAIRIE EDGE 3		END BALANCE		561.92	138.08
01/15/2024			101-448-920.140 STREET LIGHTS STONECREST		BEG. BALANCE		497.62	202.38
01/23/2024	GJ	JE	CONSUMERS	3014	58.17		555.79	144.21
02/08/2024			101-448-920.140 STREET LIGHTS STONECREST		END BALANCE		555.79	144.21
01/15/2024			101-448-920.150 STREET LIGHTS SUGAR ISLAND		BEG. BALANCE		987.27	212.73
01/23/2024	GJ	JE	IMP	3006	113.52		1,100.79	99.21
02/08/2024			101-448-920.150 STREET LIGHTS SUGAR ISLAND		END BALANCE		1,100.79	99.21
01/15/2024			101-448-920.160 STREET LIGHTS OTHER		BEG. BALANCE		2,266.30	233.70
01/23/2024	GJ	JE	CONSUMERS	3015	200.42		2,466.72	33.28
01/23/2024	GJ	JE	IMP	3006	56.76		2,523.48	(23.48)
02/08/2024			101-448-920.160 STREET LIGHTS OTHER		END BALANCE		2,523.48	(23.48)
01/15/2024			101-525-960.000 HAZARDOUS WASTE MISCELLANEOUS		BEG. BALANCE		5,351.89	(351.89)
02/08/2024			101-525-960.000 HAZARDOUS WASTE MISCELLANEOUS		END BALANCE		5,351.89	(351.89)

Date	JNL	Type	DESC	Reference #	AMT	ENC/BDGT CHG	BALANCE	AVAILABLE
01/15/2024			101-567-802.000 CEMETERY GRAVE OPENINGS		BEG. BALANCE		24,200.00	800.00
01/31/2024	AP	INV	JANUARY 2024 BURIALS	10312024	650.00		24,850.00	150.00
02/08/2024			101-567-802.000 CEMETERY GRAVE OPENINGS		END BALANCE		24,850.00	150.00
01/15/2024			101-567-805.000 CEMETERY SNOW/ICE REMOVAL		BEG. BALANCE		0.00	0.00
01/30/2024	AP	INV	JANUARY SNOWPLOWING	25091/92	2,230.00		2,230.00	(2,230.00)
02/08/2024			101-567-805.000 CEMETERY SNOW/ICE REMOVAL		END BALANCE		2,230.00	(2,230.00)
01/15/2024			101-567-920.000 CEMETERY ELECTRIC		BEG. BALANCE		697.36	802.64
01/23/2024	GJ	JE	13121 PORTAGE ROAD	3004	6.49		703.85	796.15
01/23/2024	GJ	JE	HIGHWAY STREET	3005	11.25		715.10	784.90
01/23/2024	GJ	JE	US 131 CEMETERY	3009	22.04		737.14	762.86
01/23/2024	GJ	JE	US 131 CEMETERY	3011	22.47		759.61	740.39
01/23/2024	GJ	JE	US 131 CEMETERY	3013	6.49		766.10	733.90
01/24/2024	GJ	JE	PORTAGE ROAD CEMETERY	3018	12.10		778.20	721.80
01/24/2024	GJ	JE	HIMAY STREET CEMETERY	3017	6.49		784.69	715.31
01/30/2024	GJ	JE	PORTAGE RD CEMETERY	3026	11.58		796.27	703.73
01/30/2024	GJ	JE	IMP	3028	26.57		822.84	677.16
01/30/2024	GJ	JE	HIGHWAY 131	3030	23.97		846.81	653.19
02/08/2024			101-567-920.000 CEMETERY ELECTRIC		END BALANCE		846.81	653.19
01/15/2024			101-567-928.000 CEMETERY WATER		BEG. BALANCE		939.53	(739.53)
01/23/2024	AP	INV	VICKSBURG CEMETERY WATER	0269	60.04		999.57	(799.57)
02/08/2024			101-567-928.000 CEMETERY WATER		END BALANCE		999.57	(799.57)
01/15/2024			101-567-929.000 CEMETERY GARBAGE		BEG. BALANCE		520.44	279.56
01/17/2024	AP	INV	MONTHLY SERVICE	467502 & 46890	57.60		578.04	221.96
02/08/2024			101-567-929.000 CEMETERY GARBAGE		END BALANCE		578.04	221.96
01/15/2024			101-567-934.000 CEMETERY LAND REPAIRS/MAINTENANCE		BEG. BALANCE		12,720.00	(2,720.00)
02/08/2024			101-567-934.000 CEMETERY LAND REPAIRS/MAINTENANCE		END BALANCE		12,720.00	(2,720.00)
01/15/2024			101-701-702.000 PLANNING WAGES		BEG. BALANCE		3,405.00	7,595.00
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		525.00		3,930.00	7,070.00
02/08/2024			101-701-702.000 PLANNING WAGES		END BALANCE		3,930.00	7,070.00
01/15/2024			101-701-715.000 PLANNING PAYROLL TAXES		BEG. BALANCE		260.51	589.49
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		40.18		300.69	549.31
02/08/2024			101-701-715.000 PLANNING PAYROLL TAXES		END BALANCE		300.69	549.31
01/15/2024			101-702-702.000 ZONING WAGES		BEG. BALANCE		400.00	400.00
01/31/2024	PR	CHK	SUMMARY PR 01/31/2024		325.00		725.00	75.00
01/31/2024			101-702-702.000 ZONING WAGES		END BALANCE		725.00	75.00

Date	JNL	Type	DESC	Reference #	AMT	ENC/BDGT CHG	BALANCE	AVAILABLE
(Continued)								
02/08/2024			101-702-702.000 ZONING WAGES		END BALANCE		725.00	75.00
			101-702-702.000 ZONING WAGES					
01/15/2024	PR	CHK	101-702-715.000 ZONING PAYROLL TAXES		BEG. BALANCE		30.61	44.39
01/31/2024			SUMMARY PR 01/31/2024		24.87		55.48	19.52
02/08/2024			101-702-715.000 ZONING PAYROLL TAXES		END BALANCE		55.48	19.52
01/15/2024			101-702-801.000 ZONING CONTRACT SERVICES		BEG. BALANCE		650.00	(150.00)
02/08/2024			101-702-801.000 ZONING CONTRACT SERVICES		END BALANCE		650.00	(150.00)
01/15/2024	GJ	JE	101-751-920.000 PARK ELECTRIC		BEG. BALANCE		1,324.90	375.10
01/23/2024			IMP	3010	25.99		1,350.89	349.11
01/24/2024	GJ	JE	IMP	3019	13.11		1,364.00	336.00
01/30/2024	GJ	JE	RESTROOMS	3029	37.60		1,401.60	298.40
02/08/2024			101-751-920.000 PARK ELECTRIC		END BALANCE		1,401.60	298.40
01/15/2024			101-754-920.000 CONCESSION ELECTRIC		BEG. BALANCE		679.81	320.19
01/23/2024	GJ	JE	IMP	3008	24.99		704.80	295.20
01/30/2024	GJ	JE	IMB	3027	20.10		724.90	275.10
02/08/2024			101-754-920.000 CONCESSION ELECTRIC		END BALANCE		724.90	275.10

TOTAL FOR FUND 101 GENERAL FUND

56,761.84

0.00

604,940.08

0.00

Date	JNL	Type	DESC	Reference #	AMT	ENC/BDGT CHG	BALANCE	AVAILABLE
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Fund 220 BARTON LAKE WEED FUND

01/15/2024

220-000-001.000 KCSB-GF CHECKING BARTON LK

BEG. BALANCE

30,616.97

01/17/2024

CD

CHK

SUMMARY CD 01/17/2024

(2,875.00)

27,741.97

01/22/2024

GJ

JE

DEPOSIT

11,977.52

39,719.49

02/01/2024

GJ

JE

DEPOSIT

2,465.96

42,185.45

02/08/2024

220-000-001.000 KCSB-GF CHECKING BARTON LK

END BALANCE

42,185.45

01/15/2024

CD

CHK

220-000-202.000 BARTON LAKE SAD ACCOUNTS PAYABLE

BEG. BALANCE

(5,000.00)

01/17/2024

SUMMARY CD 01/17/2024

(2,875.00)

2,125.00

02/08/2024

220-000-202.000 BARTON LAKE SAD ACCOUNTS PAYABLE

END BALANCE

(2,125.00)

01/15/2024

220-000-451.000 BARTON LAKE SPECIAL ASSESSMENT REVENUE

BEG. BALANCE

6,693.32

01/22/2024

GJ

JE

DEPOSIT

11,977.52

18,670.84

02/01/2024

GJ

JE

BARTON LK SPEC. ASSESSMENT REVENUE " 3037

2,465.96

21,136.80

02/08/2024

220-000-451.000 BARTON LAKE SPECIAL ASSESSMENT REVENUE

END BALANCE

21,136.80

01/15/2024

220-000-801.000 BARTON LAKE SAD CONTRACTED SERVICES

BEG. BALANCE

28,306.50

02/08/2024

220-000-801.000 BARTON LAKE SAD CONTRACTED SERVICES

END BALANCE

28,306.50

TOTAL FOR FUND 220 BARTON LAKE WEED FUND

0.00

0.00

47,230.15

0.00

Date	JNL	Type	DESC	Reference #	AMT	ENC/BDGT CHG	BALANCE	AVAILABLE
Fund 223 SUNSET LAKE WEED FUND								
01/15/2024			223-000-001.000 KCSB-GF CHECKING SUNSET LAKE		BEG. BALANCE		10,926.30	
01/22/2024	GJ	JE	DEPOSIT	3003	5,941.20		16,867.50	
02/01/2024	GJ	JE	DEPOSIT	3037	1,188.24		18,055.74	
02/08/2024			223-000-001.000 KCSB-GF CHECKING SUNSET LAKE		END BALANCE		18,055.74	
01/15/2024			223-000-451.000 SUNSET LAKE SPECIAL ASSESSMENT REVENUE		BEG. BALANCE		4,752.96	15,447.04
01/22/2024	GJ	JE	DEPOSIT	3003	5,941.20		10,694.16	9,505.84
02/01/2024	GJ	JE	SUNSET LK SPEC ASSESSMENT REVENUE " " 3037		1,188.24		11,882.40	8,317.60
02/08/2024			223-000-451.000 SUNSET LAKE SPECIAL ASSESSMENT REVENUE		END BALANCE		11,882.40	8,317.60

TOTAL FOR FUND 223 SUNSET LAKE WEED FUND

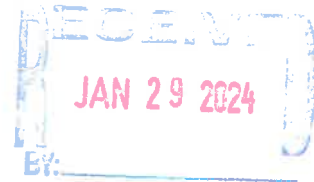
0.000.00(6,173.34)0.00

CASH SUMMARY BY ACCOUNT FOR SCHOOLCRAFT TOWNSHIP
FROM 01/01/2024 TO 01/31/2024
FUND: 101 220 223
CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 01/01/2024	Total Debits	Total Credits	Ending Balance 01/31/2024
Fund 101 GENERAL FUND					
001.000	KCSB-GF Checking	\$178,634.92	\$260,529.91	\$53,438.97	\$385,725.86
001.500	SOUTHERN MICHIGAN BANK & TRUST	\$2,507.18	\$213.93	\$10.00	\$2,711.11
002.000	CHASE GF SAVINGS 90605	\$149,939.71	\$1.34	\$0.00	\$149,941.05
002.400	CONSUMERS CREDIT UNION SAVINGS	\$25.00	\$0.00	\$0.00	\$25.00
003.000	CERTIFICATES OF DEPOSIT @ CONSUMERS CU	\$9,796.59	\$971.90	\$0.00	\$10,768.49
GENERAL FUND		\$340,903.40	\$261,717.08	\$53,448.97	\$549,171.51
Fund 220 BARTON LAKE WEED FUND					
001.000	KCSB-GF CHECKING BARTON LK	\$30,616.97	\$11,977.52	\$2,875.00	\$39,719.49
Fund 223 SUNSET LAKE WEED FUND					
001.000	KCSB-GF CHECKING SUNSET LAKE	\$10,926.30	\$5,941.20	\$0.00	\$16,867.50
GENERAL FUND TOTAL - ALL FUNDS		\$382,446.67	\$279,635.80	\$56,323.97	\$605,758.50
ARPA Funds***					
SOUTHERN MICHIGAN BANK & TRUST		\$250,061.45			\$250,061.45
CERTIFICATES OF DEPOSIT @ CONSUMERS CU		\$250,055.76			\$250,055.76
TOTAL ARPA FUNDS RECEIVED		\$500,117.21			\$500,117.21
*** ARPA Funds not recognized until funds are spent.					



ON AGENDA



January 24, 2024

Schoolcraft Township
50 East VW Avenue
Vicksburg, MI 49097
Don Ulsh, Township Supervisor

Dear Don:

On behalf of the Board of County Road Commissioners of Kalamazoo County, we look forward to the opportunity to meet with your board on Tuesday, February 13, 2024, at 6:00 p.m. at your township hall.

We thank you for setting time aside with your township board for our joint meeting.

Sincerely,

Selena M. Rider
Administrative Assistant

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.

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

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

Digitally signed by
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: cn=JE, email=jmroman@progressiveae.com, o=ProgressiveAE, ou=Engineering, cn=Jeffrey M Roman
Reason: I have reviewed this document
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

P.JH/ecy

P:\61030101\WIP DOCUMENTS\Contract\2023 12 19 Barton Lake 2024 Proposal.docx

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

Standard Agreement Provisions
Environmental Consulting Services

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:

1. 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.
2. 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.
3. 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. Dispute Resolution: 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

Standard Agreement Provisions
Environmental Consulting Services

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. **Delays:** 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. **Disputed Invoices:** 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. **Hazardous Materials:** 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. **Abandonment of Work:** 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. **Hiring of Personnel:** 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. **Timeliness of Performance:** 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.

