



City of *Hastings* Michigan

(269) 945-2468
FAX (269) 948-9544

201 E. State Street 49058

Regular Council Meeting
August 24, 2026
Executive Summary

Item #	Summary
10A-B	Description: Items for Action by Unanimous Consent Recommended Action: Motion to approve the consent agenda as presented.
11A	Description: Backflow Device Repairs and Replacements Recommended Action: Motion to approve Oles and Sons Plumbing to perform replacement and/or repair work on various backflow devices in the amount of \$11,275.
11B	Description: Water Storage Tank Inspections Recommended Action: Motion to approve water storage tank inspections for two water towers and ground storage reservoir for a total of \$12,500.
11C	Description: ADP Payroll Services Approval Recommended Action: Motion to authorize City Staff to transition payroll services from Doeren Mayhew/Mangrove to ADP on or about January 1, 2027.



City of *Hastings* Michigan

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201 E. State Street 49058

Item #	Summary
11D	Description: Hastings Police Department New Uniform Shirts Recommended Action: Motion to approve the purchase of new uniform shirts for all Hastings Police Department personnel.
11E	Description: Surplus Equipment Recommended Action: Motion to sell five surplus equipment items from the DPS at auction.

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

I, Kari Shepler, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Michigan and that I will faithfully discharge the duties of the office of

City Council-1st Ward Councilmember

in and for the City of Hastings, County of Barry and State of Michigan, according to the best of my ability.

Subscribed and sworn before me the 24th day of August 2026.

Linda Perin
City Clerk
City of Hastings, County of Barry, State of Michigan

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda
August 24, 2026

1. Regular meeting called to order at 7:00 PM
2. Oath of Office:
Kari Shepler-1st Ward Council Member
3. Roll call
4. Pledge to the flag
- ✓ 5. Approval of the agenda
- ✓ 6. Approval of the minutes of the August 10, 2026, regular meeting
- ✓ 7. Public Hearings: (None)
8. Public Comment:
9. Formal Recognitions and Presentations:
 - A. Presentation from Dr. Nicholas Damico, Superintendent of Hastings Area School System, for updates on bond renewal plans for November and general Hastings Area Schools updates.
- ✓ 10. Items for Action by Unanimous Consent:
 - * A. Consider approving Barry County Serenity Club to accept donations, free will offerings, and food truck sales during the Overdose Awareness Day concert on **Saturday, September 5, 2026, from 5:00 PM until 10:00 PM**, to be held at the Thornapple Plaza.
 - * B. Receive and place on file twenty-five (25) invoices totaling **\$1,098,898.96**.
- ✓ 11. Items of Business:
 - * A. Consider approving Oles and Sons Plumbing to perform replacement and/or repair work on various backflow devices in the amount of **\$11,275**.
 - * B. Consider approving water storage tank inspections for two water towers and the ground storage reservoir for a total of **\$12,500**.
 - * C. Consider authorizing City staff to transition payroll services from Doeren Mayhew/Mangrove to ADP on or about January 1, 2027.

- * D. Consider approving the purchase of new uniform shirts for all Hastings Police Department personnel.
- * E. Consider selling five surplus equipment items from the DPS at auction.

12. Staff Presentations and Policy Discussions (None)

13. City Manager Report:

- * A. Police Chief Boulter Monthly Report
- * B. City Clerk/Treasurer Perin Monthly Financial Reports
- * C. Community Development Director King Monthly Report

✓ 14. Reports and Communications:

- * A. Zoning Board of Appeals Draft Meeting Minutes – August 18, 2026
- * B. Downtown Development Authority DRAFT Meeting Minutes – August 20, 2026

15. Public Comment:

16. Mayor and Council comment:

✓ 17. Adjourn

* Items with enclosures.

✓ Motion under agenda heading requires roll call vote.

Guidelines for Public Comment

Public Comment is welcomed and appreciated. Please follow these simple guidelines to ensure all have an opportunity to be heard.

All comments and questions will be made through the chair. All comments will be made in a courteous and civil manner; profanity and personal attacks will not be tolerated. Please limit the length of your comments to 3 minutes. If you are a member of a group, please appoint a spokesperson to speak on behalf of the group (those speaking on behalf of a group may be provided additional time). Please state your name before offering comment.

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Meeting Minutes
August 10, 2026

1. Regular meeting called to order at 7:00 PM
2. Roll call

Councilmembers Present: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava

City Staff and Appointees Present: Moyer-Cale, Boulter, Edelman, Heuss, Jaquays, Jordan, King, Neil and Perin
3. Consider excusing Councilmember Brehm from August 10, 2026, regular meeting.

Motion by McLean, with support from Stenzelbarton, to excuse Councilmember Brehm from August 10, 2026, regular meeting.
All ayes. Motion carried.
4. Pledge to the flag
5. Approval of the agenda:

Consider amending the agenda to include unanimous item **10.D.**

Motion by Devroy, with support from Barlow, to approve the agenda as amended.
All ayes. Motion carried.
6. Approval of the minutes of the July 27, 2026, regular meeting as presented.

Motion by Stenzelbarton, with support from Bergeron, to approve the minutes of the July 27, 2026, regular meeting as presented.

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava
Nays: None
Absent: Brehm.
Motion carried.
7. Interview for First Ward Councilmember:

Conducted interview with Kari Jo Shepler, Hastings resident and local business owner.

Consider approving Kari Shepler as First Ward Councilmember.

Motion by Resseguie, with support from McLean, to approve Kari Shepler as First Ward Councilmember.

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava
 Nays: None
 Absent: Brehm
 Motion carried.

8. Public Hearings: (None)

9. Public Comment:

Comments from Dave Hatfield, City resident and represents Hastings on the Barry County Commission, which had an extra meeting. Barry-Eaton health department reports water quality issues at local lakes from the heat. MSU annual report record sales of livestock at Barry County Fair. Turned down open space preservation millage for farm land. Renewed contract with PCI from August 1, 2026, to December 31, 2031, along with negotiated for lower fees. Approved contract with Sheriff and EMS for "Rock the County", which had lower attendance, but was still a successful event. Construction management sought for jail construction.

10. Formal Recognitions and Presentations: (None)

11. Items for Action by Unanimous Consent:

- A. Consider approving, under direction of staff, the request from the Barry Roubaix to conduct the 9th Fall Fondo Fundraising cycling event with staging in Fish Hatchery Park on **Sunday, October 11, 2026, from 9:00 AM until 6:00 PM.**

Motion by Devroy, with support from Bergeron, to approve, under direction of staff, the request from the Barry Roubaix to conduct the 9th Fall Fondo Fundraising cycling event with staging in Fish Hatchery Park on **Sunday, October 11, 2026, from 9:00 AM until 6:00 PM.**

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava
 Nays: None
 Absent: Brehm
 Motion carried.

- B. Consider approving, under direction of staff, Central Elementary PTO annual walk-a-thon fundraiser for school needs to be held on **Tuesday, September 22, 2026, from 8:00 AM to 3:00 PM.**

Motion by Barlow, with support from Devroy, to approve, under direction of staff, Central Elementary PTO annual walk-a-thon fundraiser for school needs to be held on **Tuesday, September 22, 2026, from 8:00 AM to 3:00 PM.**

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava
 Nays: None
 Absent: Brehm
 Motion carried.

- C. Consider approving Mark Jordan as Officer Delegate and Dale Boulter as Alternate

Delegate to the Michigan Employees' Retirement System (MERS) Annual Conference on **October 8-9, 2026.**

Motion by McLean, with support from Devroy, to approve Mark Jordan as Officer Delegate and Dale Boulter as Alternate Delegate to the Michigan Employees' Retirement System (MERS) Annual Conference on **October 8-9, 2026.**

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava
 Nays: None
 Absent: Brehm
 Motion carried.

- D. Consider accepting the resignation of Jordan Brehm and to commence the appointment process for a new Fourth Ward council member to fulfill the term.

Motion by Devroy, with support from McLean, to accept the resignation of Jordan Brehm and to commence the appointment process for a new Fourth Ward council member to fulfill the term.

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava
 Nays: None
 Absent: Brehm.
 Motion carried.

12. Items of Business:

- A. Conduct second reading and consider adopting **Ordinance 639** to amend the zoning ordinance/map of the Hastings-Rutland Joint Planning Commission.

Motion by Resseguie, with support from Bergeron, to adopt **Ordinance 639** to amend the zoning ordinance/map of the Hastings-Rutland Joint Planning Commission.

Comments from Mayor Tossava, providing background information.

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava
 Nays: None
 Absent: Brehm
 Motion carried.

- B. Consider granting Waste Management a renewal of its franchise agreement for garbage and refuse collection, for a term of five years.

Motion by Barlow, with support from Bergeron, to grant Waste Management a renewal of its franchise agreement for garbage and refuse collection, for a term of five years.

Comments from Mayor Tossava, providing background information.

Comments from Tim Hawks, Waste Management District Manager, and Dave

Wainscott, Waste Management Senior Account Manager. Wainscott shared option to offer single service provider option.

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava

Nays: None

Absent: Brehm

Motion carried.

- C. Consider approving the purchase of a 2026 John Deere 1575 and accessories from Greenmark Equipment in the amount of **\$54,918.06.**

Motion by Stenzelbarton, with support from McLean, to approve the purchase of a 2026 John Deere 1575 and accessories from Greenmark Equipment in the amount of **\$54,918.06.**

Discussion held.

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava

Nays: None

Absent: Brehm.

Motion carried.

- D. Consider approving the purchase of a JCB 505-26 Compact Telehandler from AIS Construction Equipment in the amount of **\$78,900.**

Motion by Stenzelbarton, with support from Bergeron, to approve the purchase of a JCB 505-26 Compact Telehandler from AIS Construction Equipment in the amount of **\$78,900.**

Discussion held.

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava

Nays: None

Absent: Brehm

Motion carried.

- E. Consider approving the purchase of two (2) Chevy 1500 Crew Cab trucks through Fox Chevrolet for \$51,250 each for a total cost of **\$102,500.**

Motion by McLean, with support from Devroy, to approve the purchase of two (2) Chevy 1500 Crew Cab trucks through Fox Chevrolet for \$51,250 each for a total cost of **\$102,500.**

Discussion held.

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava

Nays: None

Absent: Brehm

Motion carried.

- F. Consider approving the purchase of a new 2027 Combination Sewer Cleaner from Fredrickson Supply for **\$410,962.40**.

Motion by McLean, with support from Resseguie, to approve the purchase of a new 2027 Combination Sewer Cleaner from Fredrickson Supply for **\$410,962.40**.

Discussion held.

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava
Nays: None
Absent: Brehm
Motion carried.

- G. Consider approving staff's recommendation of R&H Tractor Supplies for the Hammond Hill parking lot expansion not to exceed **\$20,000**.

Motion by McLean, with support from Stenzelbarton, to approve staff's recommendation of R&H Tractor Supplies for the Hammond Hill parking lot expansion not to exceed **\$20,000**.

Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Stenzelbarton and Tossava
Nays: None
Absent: Brehm
Motion carried.

13. Staff Presentations and Policy Discussion: (None)

14. City Manager Report:

Will provide details this week on the timeline for posting the Fourth Ward Council position.

- A. Fire Chief Jordan Monthly Report
- B. Library Director Edelman Monthly Report and Financials

15. Reports and Communications:

- A. August 4, 2026, City of Hastings Primary Election Reports/Participation Results
- B. Hastings Public Library Board of Trustees DRAFT Minutes – August 3, 2026

Motion by Devroy, with support from McLean, to approve and place on file items A-B. All ayes. Motion carried.

16. Public Comment: (None)

17. Mayor and Council comments:

Comments from Mayor Tossava about missing Brehm, and that he will be kept in mind for potential Board openings.

Comments from McLean, asking the City Manager if we're putting out information on

how to use a roundabout. The information was included in the City Digital Newsletter. McLean feels there is a duty to educate the community.

Comments from Devroy, who agreed that signage is necessary for the roundabout.

Comments from Bergeron and Resseguie, thanking Brehm for his years of service.

18. Adjourn:

Motion by McLean, with support from Devroy, to adjourn.
All ayes. Motion carried. Meeting adjourned at 7:46 PM.

Read and Approved:

David J. Tossava, Mayor

Linda Perin, City Clerk

DRAFT



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Barry County Serenity Club Overdose Awareness Concert

Meeting Date: August 24, 2026

Recommended Action:

Motion to approve Barry County Serenity Club to accept donations, free will offerings, and food truck sales during the Overdose Awareness Day concert on **Saturday, September 5, 2026, from 5:00 PM until 10:00 PM**, to be held at the Thornapple Plaza.

Background Information:

The Barry County Serenity Club will be hosting an Overdose Awareness Day concert at the Thornapple Plaza from 5:00 p.m. until 10:00 p.m. on Saturday September 5, 2026. At this time the Serenity Club may request limited concession service from the Rotary/Kiwanis Clubs or solicit the services of a food truck.

International Overdose Awareness Day is the world's largest annual campaign to end overdose, remember without stigma those who have died, and acknowledge the grief of the family and friends left behind.

The campaign raises awareness of overdose, which is one of the world's worst public health crises and stimulates action and discussion about evidence-based overdose prevention and drug policy.

Financial Implications:

There are no financial implications for the City.

Attachments:

- Special Event Application



City of Hastings
Special Event Application

The City of Hastings values the unique events and gatherings that make our community special. The City has created this application form to help organizations provide adequate information for their requests to be considered. Please contact the Community Development Department with any questions or concerns about this form.

Section 1: Applicant/Organization Information

Barry Courty Serenity Club
Applicant/Organization Name Phone _____

Jacob Akers
Contact Name Phone _____ Email _____

301 S. Michigan Hastings MI 49058
Street City State Zip

Roy Depotkey
Contact person on day of event (if different than above) Phone _____

Section 2: Event Information

Ovariose Awareness concert
Name of Event

Concert with guest speakers
Description of Event

09-5-26 5pm - 9:30pm
Event Dates Time (From/To)

09-5-26 4-5pm 09-05-26 9:30pm - 11pm
Set up Date(s) and Time(s) Clean Up Date(s) and Time(s)

Thornapple Plaza
Location(s) of Event

20 max
Estimated number of volunteers

200
Estimated daily attendance (if known)

Section 3: Event Details

Please indicate if any of the following will be a part of your event area:

- ☐ Road closure
 - If checked, please provide a proposed detour route.
- ☒ Closure of public parking area
- ☐ Use of park area
- ☐ Firepits/open flame
- ☐ Fireworks or pyrotechnics
 - If yes, provide a copy of liability insurance listing the City as an additional insured party.
- ☒ Food and/or non-alcoholic beverage service or sales (if yes, contact Barry County Health Department)
 - If yes, provide copy of Health Department Food Service License
- ☐ Temporary structures (including tents or pavilions)
- ☒ Music
 - If yes, what time will music begin and end? _____
 - If yes, what type of music is proposed? Live – Acoustic Live - Amplification Recorded
Loudspeakers or public address system
- ☐ Parade
- ☐ Race (ex: 5K)
- ☒ Vendors/sale of goods
- ☐ Carnival rides
 - If yes, provide a copy of liability insurance listing the City as an additional insured party.
- ☐ Signs or banners
- ☐ Animals/petting zoo
- ☐ Portable restroom facilities
- ☒ Donation collection/free will offering
- ☐ Other _____
- ☐ Alcohol
 - If yes, provide copy of liquor liability insurance with the City listed as an additional insured.
 - If yes, provide a copy of Michigan Liquor Control License Application.
 - If yes, describe measures to be taken to prohibit the sale of alcohol to minors (use separate pages if necessary).
 - If the alcohol is being served in the Social District, a Council Resolution suspending the district is required.

Please describe how garbage will be managed?

Trash cans with full cleanup and removal

Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

Location of all temporary structures, food/concessions, booths, portable restrooms, road closures, barricades, music, event signage, garbage cans, and other event locations. Include location of exit pathways.

see attached

Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

1. This application is subject to review by various city departments and must be approved by the City Council. Failure to submit this application in a timely manner may delay approval or result in the denial of the application. Submission of the application does not guarantee an approval. The City may require conditions on the approval of any application.
2. The applicant must comply with all local and applicable state laws and policies. The Applicant acknowledges that approval of the special event does not relieve the applicant from meeting any requirements of law or those of other bodies or agencies applicable to the event.
3. The Applicant agrees to clean up and restore the area in the condition it was found prior to the event. The City is not responsible for equipment or personal items left on public property.
4. The Applicant acknowledges that they shall not discriminate against any employee or applicant for employment because race, color, religion, sex, national origin, age, disability, or any other applicable status protected by federal, state, or local law. The Applicant further agrees that it will comply with the Civil Rights Act of 1973, as amended, and the Michigan Civil Rights Act of 1976 (78. Stat 252 and 1976 PA 453) and will require the same of any consultant or sub-contractor involved in hosting the event.
5. Upon approval of the event, the Applicant agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers, and contractors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from any act or omission by the applicant, its agents, employees, contractors, and volunteers, and violation of state or federal law, and any other acts of the applicant or attendees causing personal injury or property damages in connection with this event.
6. A breach in any of the above may result in the denial of the application or revocation of an approval by the City.

Jacob Akers / Barry County Serenity Club
Printed Name of Applicant & Name of Organization

Jacob Akers
Signature

8-12-26
Date

Section 6: City Review – For Office Use Only

A. Police Department Review:

Will this event require additional officers and/or equipment? If yes, please describe:

Other Comments:

B. Public Services Director Review

Will this event require the use of any of the following municipal equipment?

☐ Trash receptacles ☐ Barricades ☐ Traffic cones ☐ Restroom Cleaning
☐ Fencing ☐ Water or Electric ☐ Other

Will this event require additional staff? If yes, please describe:

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

Date of Meeting for Council Approval _____ Approved? ☐ Yes ☐ No



SAFE NARCAN DEMONSTRATION +
DISTRIBUTION

Summary - City of Hastings Invoices
City Council Meeting
August 24, 2026

No.	Vendor	Amount	Description	Date Paid
1	Moore & Bruggink	\$1,517.40	East State Street Engineering	8/20/2026
2	Elhorn Engineering Co.	\$5,060.00	Liquid Phosphate and Delivery	8/20/2026
3	Motorola	\$6,741.92	Software License & Encryption Software-Police	8/6/2026
4	USALCO	\$6,817.42	Liquid Alum Sulfate	8/20/2026
5	Life EMS of Ionia	\$7,792.00	Contract Ambulance Service-August 2026	8/6/2026
6	Wickham Cemetery Care	\$8,237.50	Cemetery Contract and Services-July 2026	8/20/2026
7	West Michigan Internation	\$8,334.16	Plow Truck Number 60 Repairs	8/6/2026
8	Quest Design Build LLC	\$9,426.74	Police Department Renovation Project	8/20/2026
9	West Michigan Internation	\$9,440.53	Vactor Number 240 Repairs	8/20/2026
10	Lexipol	\$9,635.23	Annual Law Enforcement Manuals	7/23/2026
11	J & C Lawn Solutions	\$9,876.00	City Mowing and Maintenance-July 2026	8/6/2026
12	Master Medical Equip.	\$13,572.00	Chest Compressor Arm Fibtech	8/6/2026
13	Infrastructure Alternatives	\$13,882.12	WWTP Contracted Operations-August 2026	8/6/2026
14	C-Comm of Kalamazoo	\$14,037.80	Radio Project for Police Department	7/23/2026
15	Copperrock Construction	\$14,843.45	Thornapple Plaza Handrail Installation	7/23/2026
16	Aunalytics Inc	\$15,410.88	Internet and Security Services-August 2026	8/6/2026
17	Michigan Pavement	\$17,774.00	Contracted Line Paintings	7/23/2026
18	Wickham Cemetery Care	\$21,887.00	Cemetery Foundation Repairs	7/23/2026
19	Advantage Plumbing	\$23,968.00	16 Lead Service Replacements	8/6/2026
20	Moore & Bruggink	\$42,665.87	Green & Market Improvements-July 2026	8/20/2026
21	John Jones Auto Dealer	\$55,691.50	2026 Dodge Durango & Upfit-Fire Dept	8/5/2026
22	Moore & Bruggink	\$64,779.02	Green & Market Improvements-June 2026	7/23/2026
23	C&L Concrete Construct	\$67,374.00	Streets and Sidewalks Improvements	8/20/2026
24	Allied Mechanical	\$131,727.10	Clarifier 2 Improvements-Pay Request 4	8/20/2026
25	Kamminga & Roodvoets	\$518,407.32	Green & Market Improvements	8/20/2026
25	Invoices	\$1,098,898.96		



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Backflow Device Repairs and Replacements

Meeting Date: August 24, 2026

Recommended Action:

Motion to approve Oles and Sons Plumbing to perform replacement and/or repair work on various backflow devices in the amount of **\$11,275**.

Background Information:

The city's backflow devices are tested annually in compliance with our cross-connection inspection program. During this year's inspection, several devices were found in need of repair or replacement.

We sought quotes for the work from both Advantage Plumbing and Oles and Sons. Advantage was less expensive for two of the locations. Oles and Sons was the least expensive for all other devices. We have initiated the work with Advantage on the work for which they had the best price. Staff is requesting approval to have Oles and Sons complete the remaining work.

These repairs are required to continue using the irrigation system.

Financial Implications:

Description	Acct No	Acct Title	Advantage	Oles & Sons
PARKING LOT BACKFLOW PREVENTORS-LOTS 1,2,3,4,	101-447-934-000	Other Repair and Maintenance	\$ 5,875.76	\$ 5,600.00
DDA STREETSCAPE BACKFLOW DEVICE	101-447-934-000	Other Repair and Maintenance	\$ 887.80	\$ 1,200.00
SPLASH PLAZA BACKFLOW DEVICE	101-580-930-000	Building Repair & Maintenance	\$ 2,898.37	\$ 2,475.00
CITY HALL BACKFLOW DEVICE	101-265-930-000	Building Repair and Maintenance	\$ 3,134.77	\$ 3,200.00
MOBILE HYDRANT METER BACKFLOW DEVICE	591-540-931-000	Equipment Repair & Maintenance	\$ 3,249.44	\$ 3,200.00
		Total Advantage	\$ 4,022.57	
		Total Oles & Sons	\$ 11,275.00	



Regular Council Agenda Item Memorandum

Above is a breakdown of the accounts that pay for each device. These were not anticipated expenses. The DDA contributes to the special assessment district parking lots and the spray plaza.

Attachments:

- Oles and Sons quote

ESTIMATE

Oles and Sons Plumbing

3094 Vermont Ave SW
Grandville, MI 49418

eric@olesandsonsplumbing.com

+1 (616) 729-5198

olesandsonsplumbing.com



Bill to

Rob Neil
City of Hastings
301 E Court St
Hastings, MI 49058

Estimate details

Estimate no.: 1437

Estimate date: 08/10/2026

Expiration date: 08/17/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Backflow Device Replacement	City Lot #1 at 151 W Court St Quote to supply and replace irrigation backflow device Test device and submit results to City of Hastings via HydroCorp web portal Permit and inspection fees included 693-331-C23	1	\$1,400.00	\$1,400.00
2.	Backflow Device Replacement	City Lot #2 at 135 E Court St Quote to supply and replace irrigation backflow device Test device and submit results to City of Hastings via HydroCorp web portal Permit and inspection fees included 475-49B-11F	1	\$1,400.00	\$1,400.00
3.	Backflow Device Replacement	City Lot #3 at 200 N Michigan Ave Quote to supply and replace irrigation backflow device Test and submit results to City of Hastings via HydroCorp web portal Permit and inspection fees included B40-EA4-C03	1	\$1,400.00	\$1,400.00
4.	Backflow Device Replacement	City Lot #4 at 100 W Apple St Quote to supply and replace irrigation backflow device Test and submit results to City of Hastings via HydroCorp web portal Permit and inspection fees included 064-209-7AD	1	\$1,400.00	\$1,400.00

5. Backflow Device Replacement	DDA Streetscape at 102 E State St Quote to supply and replace irrigation backflow device Test and submit results to City of Hastings via HydroCorp web portal Permit and inspection fees included B9B-8E3-ECF	1	\$1,200.00	\$1,200.00
6. Backflow Device Replacement	DDA Spray Plaza at 203 W State St Quote to supply and replace isolation backflow device for supply to spray pad Test and submit results to City of Hastings via HydroCorp web portal Permit and inspection fees included 7D9-714-851	1	\$2,475.00	\$2,475.00
7. Backflow Device Replacement	City Hall at 201 E State St Quote to supply and replace 1¼" irrigation backflow device Test and submit results to City of Hastings via HydroCorp web portal Permit and inspection fees included	1	\$1,950.00	\$1,950.00
8. Backflow Device Replacement	City Hall at 201 E State St Quote to supply and replace ¾" boiler room/lawn sprinkler system backflow device Test and submit results to City of Hastings via HydroCorp web portal Permit and inspection fees included 3B6-5E7-8C6	1	\$1,250.00	\$1,250.00
9. Backflow Device Replacement	Water Treatment Plant at 135 W Mill Quote to supply and replace 2" portable backflow device Test and submit results to City of Hastings via HydroCorp web portal Permit and inspection fees included	1	\$2,450.00	\$2,450.00
10. Backflow Device Repair	Water Treatment Plant at 135 W Mill Quote to rebuild 2" portable backflow device Test and submit results to City of Hastings via HydroCorp web portal Permit and inspection fees included 9D7-5EA-62F	1	\$750.00	\$750.00

Total **\$15,675.00**

Note to customer

Here is your estimate!

Please let me know if you have any questions.

Thank you for the opportunity to work with you.
Oles and Sons Plumbing

Expiry
date

08/17/2026

Accepted date

Accepted by



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Jake Heuss Utility Superintendent

Subject: Water Storage Tank Inspections

Meeting Date: August 24, 2026

Recommended Action:

Motion to approve water storage tank inspections for two water towers and Ground Storage Reservoir for a total of **\$12,500**.

Background Information:

The North Tower was built in 1948, the South Tower the following year. Both towers were last inspected in 2023. These inspections help identify minor issues early such as small corrosion spots or coating imperfections and prevent them from developing into major repairs. Preventive maintenance based on inspection findings helps extend the life of the tower and reduces unexpected expenses. Routine water tower inspections are essential to maintaining a safe water supply, protecting public health, managing operational costs, and ensuring long-term reliability. Consistent monitoring and maintenance help prevent avoidable failures and support the continued safe operation of the water system. The inspection costs are as follows; North Water Tower \$4,100, South Water Tower \$4100 and the Ground Storage Reservoir \$4,300 for a total of **\$12,500**

Financial Implications:

\$15,000 was budgeted for tower inspections for this fiscal year. The Ground Storage Reservoir was added, and the cost remains under budget.

Attachments:

- Ground Storage Reservoir Service Agreement
- North Tower Service Agreement
- South Tower Service Agreement





1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

August 3, 2026

Jake Heuss
City of Hastings
135 W. Mill St.
Hastings, MI 49058

Subject: Maintenance Inspection

Dear Mr. Heuss,

Enclosed is the ROV Float Maintenance Inspection proposal for the 1,000,000 gallon Concrete Reservoir (WTP) water storage tank.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 292-1288.

FOR DIXON ENGINEERING, INC.,

A handwritten signature in black ink, appearing to read "Eric Binkowski", enclosed within a large, loopy oval.

Eric Binkowski
Project Manager

Enclosure



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between City of Hastings, Michigan (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 1 (Maintenance) services for the 1,000,000 Gallon Concrete Reservoir (WTP)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$4,300**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Eric Binkowski, Project Manager August 3, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
-------------------------------	----------	------

Co-SIGNATURE of Contract (if required)	POSITION	DATE
--	----------	------

AGREEMENT APPROVED by DIXON	POSITION	DATE
-----------------------------	----------	------

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Jake Heuss	Designated Person: Eric Binkowski
Address for Owner’s receipt of notices:	Address for DIXON’s receipt of notices:
City of Hastings	Dixon Engineering, Inc.
135 W. Mill St	1104 Third Avenue
Hastings, MI 49058	Lake Odessa, MI 48849
Email: jheuss@hastingsmi.gov	Email: ericbinkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 2. EXHIBIT C, Attachments C-1, and C-2.
 - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
 - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace

such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

Article 1 and 2 of this Agreement

PART 1 – BASIC SERVICES, DRR SERVICES, AND CLIENT'S RESPONSIBILITIES

A1.01 Phase 1 Maintenance Inspection - Study and Report (Evaluation) Phase - General:

- A. With primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional specialization, DIXON shall:
1. Consult with Client to define and clarify Client's Project requirements, and identify available data.
 2. Assist Client in identifying potential solution(s) to Client's Project requirements.
 3. Assist Client in studying and evaluating the potential solution(s) to Client's Project requirements; recommend to Client the solution(s) which, in DIXON's judgment, meet Client's requirements.
 4. Visit the Site, or potential Project sites, to review existing conditions or facilities.
 5. DIXON's area of professional specialization is the actual steel or concrete, or both, and any applied coatings to those portions of the structure. DIXON's specialization does not include electrical, motors, controls or in some structure's rakes and gears etc. DIXON may or may not list these items under the Responsibility of the Client. It is not DIXON's intent to make the review of these items a condition of the contract merely to remind Client that concurrent reviews may be beneficial to the Client.
 6. Provide field inspection services on a prearranged date.
 7. DIXON's services under the Study and Report Phase, of this Agreement, Report and Evaluation Phase, will be considered complete on the date when DIXON has delivered to Client final copies of the revised Study and Report Phase deliverables.

B. Maintenance Evaluation of Concrete Tanks by ROV with Float

1. DIXON Services
 - a. Inspect interior of concrete reservoir. by Remote Operated Vehicle (ROV) All DIXON equipment which has contact with the potable water shall be disinfected prior to insertion. Inspection shall review the following:
 - 1) Inspect concrete surfaces for spalling, erosion, or other deterioration.
 - 2) Inspect concrete for cracking and quantify cracks, if any.
 - 3) Visually inspect concrete for evidence of corrosion or rebar, quantify exposed rebar, and condition, if any. (Note: Corrosion study of covered rebar will not be performed.)
 - b. Review exterior of the exposed concrete walls, access manholes, and roof.
 - c. Inspect exterior coating conditions (if concrete is coated) and estimate remaining service life. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples will be analyzed for total lead and total chromium by laboratory testing procedures, if recoating may be recommended.
 - 1) Observe concrete surfaces for spalling, erosion, or other deterioration.
 - 2) Observe concrete for cracking, and quantify and qualify cracks, if any.

- 3) Visually inspect concrete for evidence of corrosion of rebar, quantify exposed rebar, or exposed circumferential wire wrap if prestressed tank and other conditions of concern, if any. (Note: Corrosion study of covered rebar will not be performed.)
 - 4) If above ground, observe the exterior coating, if any, and perform adhesion tests where coating adhesion is questionable. Collect coating sample, if necessary, by scraping painted surface to expose substrate. Sample will be analyzed for total lead or total chromium by laboratory testing procedures. If it is evident that repainting is not necessary for several years (coating is usually less than twelve years old), no destructive testing will be performed.
 - d. Inspect interior and exterior appurtenances - for condition, corrosion, adequacy, and safety and health concerns.
 - e. Review all ladders, cages, etc., interior, and exterior, and access manways for compliance with current safety standards.
 - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Inspect exterior coating conditions (if any) and estimate remaining service life.
 - g. Review site and site drawings for drainage
 - h. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.
2. Client's Responsibilities
- a. Maintain water level at full capacity or 3-4 feet below the flat roof.
 - b. Operate the system with the tank in-service at full capacity.
 - c. If required by local or state agencies perform bacteriological testing after completion of the inspection.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
 1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce

the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Four Thousand, Three Hundred Dollars, \$4,300** and summarized as follows:

SCHEDULE OF VALUES				
<u>Description of Services</u>	<u># of Units</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Basis of Compensation</u>
A1.01- Maintenance Evaluation			\$4,300	Lump Sum
TOTAL:			\$4,300	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$530.00	
Officer/Associate	\$220.00	
Project Manager	\$208.00-\$232.00	\$312.00-\$348.00
Engineer	\$232.00-\$276.00	\$348.00-\$414.00
CWI Welding RPR	\$228.00-\$256.00	\$342.00-\$384.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$156.00-\$212.00	\$234.00-\$318.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$144.00-\$184.00	\$216.00-\$276.00
DIXON Level 1 or AMPP General Level 1 RPR	\$132.00-\$164.00	\$198.00-\$246.00
Contract Support Staff	\$164.00-\$208.00	\$246.00-\$312.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$205.00 per diem	\$205.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2027 (Revised: 8/03/2026)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

Agreement

Owner: City of Hastings, MI

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Exhibits: A, C, E, GP, IR

Tank No: 22-08-05-03

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
 3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:
 - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

August 3, 2026

Jake Heuss
City of Hastings
135 W. Mill St.
Hastings, MI 49058

Subject: Maintenance Inspection

Dear Mr. Heuss,

Enclosed is the ROV Maintenance Inspection proposal for the 200,000 gallon Double Ellipse (North) water storage tank.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 292-1288.

FOR DIXON ENGINEERING, INC.,

A handwritten signature in dark ink, appearing to read "Eric Binkowski", enclosed within a large, loopy oval.

Eric Binkowski
Project Manager

Enclosure



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **City of Hastings, Michigan** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 1 (Maintenance) services for the 200,000 Gallon Double Ellipse (North)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$4,100**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Eric Binkowski, Project Manager August 3, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
-------------------------------	----------	------

Co-SIGNATURE of Contract (if required)	POSITION	DATE
--	----------	------

AGREEMENT APPROVED by DIXON	POSITION	DATE
-----------------------------	----------	------

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Jake Heuss	Designated Person: Eric Binkowski
Address for Owner’s receipt of notices:	Address for DIXON’s receipt of notices:
City of Hastings	Dixon Engineering, Inc.
135 W. Mill St	1104 Third Avenue
Hastings, MI 49058	Lake Odessa, MI 48849
Email: jheuss@hastingsmi.gov	Email: ericbinkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 2. EXHIBIT C, Attachments C-1, and C-2.
 - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
 - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace

such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

Article 1 and 2 of this Agreement

PART 1 – BASIC SERVICES, DRR SERVICES, AND CLIENT'S RESPONSIBILITIES

A1.01 Phase 1 Maintenance Inspection - Study and Report (Evaluation) Phase - General:

- A. With primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional specialization, DIXON shall:
1. Consult with Client to define and clarify Client's Project requirements, and identify available data.
 2. Assist Client in identifying potential solution(s) to Client's Project requirements.
 3. Assist Client in studying and evaluating the potential solution(s) to Client's Project requirements; recommend to Client the solution(s) which, in DIXON's judgment, meet Client's requirements.
 4. Visit the Site, or potential Project sites, to review existing conditions or facilities.
 5. DIXON's area of professional specialization is the actual steel or concrete, or both, and any applied coatings to those portions of the structure. DIXON's specialization does not include electrical, motors, controls or in some structure's rakes and gears etc. DIXON may or may not list these items under the Responsibility of the Client. It is not DIXON's intent to make the review of these items a condition of the contract merely to remind Client that concurrent reviews may be beneficial to the Client.
 6. Provide field inspection services on a prearranged date.
 7. DIXON's services under the Study and Report Phase, of this Agreement, Report and Evaluation Phase, will be considered complete on the date when DIXON has delivered to Client final copies of the revised Study and Report Phase deliverables.

B. Maintenance Evaluation of Steel Tank by ROV

1. DIXON SERVICES
 - a. Observe the tank's interior coating by Remote Operated Vehicle (ROV) for remaining intactness and anticipated life. All DIXON equipment which has contact with the potable water shall be disinfected prior to insertion. Review all interior girders, surfaces, and appurtenances for possible structural damage from icing or corrosion and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between observation and repair.
 - b. Observe the exterior coating and perform adhesion tests where coating adhesion is questionable. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples will be analyzed for total lead and total chromium by laboratory testing procedures. If it is evident that repainting is not necessary for several years, no destructive testing will be performed.
 - c. Review all exterior appurtenances for damage due to corrosion or other sources.
 - d. Review all safety requirements for ladders, cages, etc., interior, and exterior.

- e. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources, per latest health agency standards of the state where the project is located.
 - f. Review the exterior of the exposed foundations.
 - g. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.
2. Client's Responsibilities
- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
 - b. If required by local or state agencies perform chlorine residuals and bacteriological testing after completion of the inspection.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
 1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce

the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Four Thousand, One Hundred Dollars, \$4,100** and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01- Maintenance Evaluation			\$4,100	Lump Sum
TOTAL:			\$4,100	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$530.00	
Officer/Associate	\$220.00	
Project Manager	\$208.00-\$232.00	\$312.00-\$348.00
Engineer	\$232.00-\$276.00	\$348.00-\$414.00
CWI Welding RPR	\$228.00-\$256.00	\$342.00-\$384.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$156.00-\$212.00	\$234.00-\$318.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$144.00-\$184.00	\$216.00-\$276.00
DIXON Level 1 or AMPP General Level 1 RPR	\$132.00-\$164.00	\$198.00-\$246.00
Contract Support Staff	\$164.00-\$208.00	\$246.00-\$312.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$205.00 per diem	\$205.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2027 (Revised: 8/03/2026)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
 3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:
 - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

August 3, 2026

Jake Heuss
City of Hastings
135 W. Mill St.
Hastings, MI 49058

Subject: Maintenance Inspection

Dear Mr. Heuss,

Enclosed is the ROV Maintenance Inspection proposal for the 300,000 gallon Double Ellipse (South) water storage tank.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 292-1288.

FOR DIXON ENGINEERING, INC.,

A handwritten signature in black ink, appearing to read "Eric Binkowski", enclosed within a large, loopy oval.

Eric Binkowski
Project Manager

Enclosure



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **City of Hastings, Michigan** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 1 (Maintenance) services for the 300,000 Gallon Double Ellipse (South)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$4,100**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Eric Binkowski, Project Manager August 3, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
-------------------------------	----------	------

Co-SIGNATURE of Contract (if required)	POSITION	DATE
--	----------	------

AGREEMENT APPROVED by DIXON	POSITION	DATE
-----------------------------	----------	------

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Jake Heuss	Designated Person: Eric Binkowski
Address for Owner’s receipt of notices:	Address for DIXON’s receipt of notices:
City of Hastings	Dixon Engineering, Inc.
135 W. Mill St	1104 Third Avenue
Hastings, MI 49058	Lake Odessa, MI 48849
Email: jheuss@hastingsmi.gov	Email: ericbinkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 2. EXHIBIT C, Attachments C-1, and C-2.
 - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
 - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace

such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

Article 1 and 2 of this Agreement

PART 1 – BASIC SERVICES, DRR SERVICES, AND CLIENT'S RESPONSIBILITIES

A1.01 Phase 1 Maintenance Inspection - Study and Report (Evaluation) Phase - General:

- A. With primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional specialization, DIXON shall:
1. Consult with Client to define and clarify Client's Project requirements, and identify available data.
 2. Assist Client in identifying potential solution(s) to Client's Project requirements.
 3. Assist Client in studying and evaluating the potential solution(s) to Client's Project requirements; recommend to Client the solution(s) which, in DIXON's judgment, meet Client's requirements.
 4. Visit the Site, or potential Project sites, to review existing conditions or facilities.
 5. DIXON's area of professional specialization is the actual steel or concrete, or both, and any applied coatings to those portions of the structure. DIXON's specialization does not include electrical, motors, controls or in some structure's rakes and gears etc. DIXON may or may not list these items under the Responsibility of the Client. It is not DIXON's intent to make the review of these items a condition of the contract merely to remind Client that concurrent reviews may be beneficial to the Client.
 6. Provide field inspection services on a prearranged date.
 7. DIXON's services under the Study and Report Phase, of this Agreement, Report and Evaluation Phase, will be considered complete on the date when DIXON has delivered to Client final copies of the revised Study and Report Phase deliverables.

B. Maintenance Evaluation of Steel Tank by ROV

1. DIXON SERVICES
 - a. Observe the tank's interior coating by Remote Operated Vehicle (ROV) for remaining intactness and anticipated life. All DIXON equipment which has contact with the potable water shall be disinfected prior to insertion. Review all interior girders, surfaces, and appurtenances for possible structural damage from icing or corrosion and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between observation and repair.
 - b. Observe the exterior coating and perform adhesion tests where coating adhesion is questionable. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples will be analyzed for total lead and total chromium by laboratory testing procedures. If it is evident that repainting is not necessary for several years, no destructive testing will be performed.
 - c. Review all exterior appurtenances for damage due to corrosion or other sources.
 - d. Review all safety requirements for ladders, cages, etc., interior, and exterior.

- e. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources, per latest health agency standards of the state where the project is located.
 - f. Review the exterior of the exposed foundations.
 - g. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.
2. Client's Responsibilities
- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
 - b. If required by local or state agencies perform chlorine residuals and bacteriological testing after completion of the inspection.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
 1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce

the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Four Thousand, One Hundred Dollars, \$4,100** and summarized as follows:

SCHEDULE OF VALUES				
<u>Description of Services</u>	<u># of Units</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Basis of Compensation</u>
A1.01- Maintenance Evaluation			\$4,100	Lump Sum
TOTAL:			\$4,100	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$530.00	
Officer/Associate	\$220.00	
Project Manager	\$208.00-\$232.00	\$312.00-\$348.00
Engineer	\$232.00-\$276.00	\$348.00-\$414.00
CWI Welding RPR	\$228.00-\$256.00	\$342.00-\$384.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$156.00-\$212.00	\$234.00-\$318.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$144.00-\$184.00	\$216.00-\$276.00
DIXON Level 1 or AMPP General Level 1 RPR	\$132.00-\$164.00	\$198.00-\$246.00
Contract Support Staff	\$164.00-\$208.00	\$246.00-\$312.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$205.00 per diem	\$205.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2027 (Revised: 8/03/2026)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
 3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:
 - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

A. The limits of liability for the insurance required by the Agreement are as follows:

1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: ADP Payroll Services Approval

Meeting Date: August 24, 2026

Recommended Action:

Motion to authorize City staff to transition payroll services from Doeren Mayhew/Mangrove to ADP on or about January 1, 2027.

Background Information:

The City engaged Doeren Mayhew, formerly Beene Garter, to provide payroll services in 2021. Staff are not wholly satisfied with the online platforms necessary to process the bi-weekly payroll. There are many work-arounds that were necessary to implement because of the wide range of payroll rules for each department. We have also never successfully automated the process of getting the payroll information into our General Ledger, resulting in a cumbersome, manual process. This is time-consuming and frustrating for staff at all levels of the organization.

Staff have been reviewing alternatives and engaged in significant conversations and demos with ADP, the largest payroll provider in the country. ADP has an efficient, customizable system that we believe will better meet our needs and be more straightforward for employees.

We are never under a contract with ADP. Our contract with our current provider requires 30-day notice to cancel.

Financial Implications:

The estimated annual cost for this service is approximately \$26,342, plus a small additional cost per benefit-eligible employee. We are not certain what our annual costs with our current provider are, but we estimate that ADP will be \$2,000-\$4,000 more annually by comparison, at the completion of the 3-year promotional period. The cost fluctuates based on the number of employees being paid in each period.



Regular Council Agenda Item Memorandum

ADP is offering a promotion that equates to savings of about \$8,600 a year for the first three years.

Attachments:

None.



Regular Council Agenda Item Memorandum

To: Honorable Mayor and City Council

From: Chief Dale Boulter

Subject: Purchase of new shirts for all HPD officers

Meeting Date: August 24th

Recommended Action:

Motion to approve the purchase of new uniform shirts for all HPD personnel.

Background:

Officers are required to have at least four uniform shirts (long and short sleeve). Many current shirts have been retired due to wear and damage, and some officers now have fewer than required as we prepare to transition to a new shirt style.

The new shirts are compatible with the outer carrier currently in use. They match the visible appearance of the existing uniform while providing improved comfort and moisture-wicking under the carrier.

Financial Impact:

Total cost- \$5

We will receive a 10% discount by purchasing all shirts at the same time. The total cost listed above represents the discount.

The purchase of the uniform shirts was budgeted for the current budget year.

Attachments:

Quote from NYE

**NYE UNIFORM CO.**

1030 Scribner Ave. NW
Grand Rapids, MI 49504
Phone: (616) 459.5065
Fax: (616) 459.4364

Quote**956979**

8/19/2026

Page 1 of 3

Jessica

BILL TO:

Hastings Police Dept
201 E State St
Hastings MI 49058

SHIP TO:

Dept. Stock

TERMS: NET 30

Ordered	Part Number	Description	Price	Total
		QUOTE ONLY THIS QUOTE DOES NOT INCLUDE ANY FREIGHT CHARGES THE ACCOUNT MAY INCUR		
9	8361-Dk Nv-Med-35	FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	77.99	701.91
12	8362-Drk Nvy-Med-Reg	FlexRS Armorskin S/S Base Shirt Emblem Each Sleeve	70.99	851.88
6	8361-Dk Nv-XL-37	FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	77.99	467.94
7	8362-Drk Nvy-Lrg-Reg	FlexRS Armorskin S/S Base Shirt Emblem Each Sleeve	70.99	496.93
14	SGT-Nv/Gold	Sgt Stripes-Navy/Gold	3.50	49.00
3	8361-Dk Nv-2XL-39	FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	85.99	257.97
3	8362-Drk Nvy-2XL-Tall	FlexRS Armorskin S/S Base Shirt Emblem Each Sleeve	78.99	236.97
3	8361-Dk Nv-Lrg-35	FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	77.99	233.97
8	NE-2 Line	Name Embroidered	12.00	96.00
8	Logo	Company Logo Embroidered	20.00	160.00
2	8362W-DrkNvy-Sml-Reg	Womens FlexRS Armor Skin S/S Base Shirt Emblem Each Sleeve	70.99	141.98



**NYE UNIFORM CO.**

1030 Scribner Ave. NW
Grand Rapids, MI 49504
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Quote**956979**

8/19/2026

Page 2 of 3

Jessica

BILL TO:

Hastings Police Dept
201 E State St
Hastings MI 49058

SHIP TO:

Dept. Stock

TERMS: NET 30

Ordered	Part Number	Description	Price	Total
		QUOTE ONLY THIS QUOTE DOES NOT INCLUDE ANY FREIGHT CHARGES THE ACCOUNT MAY INCUR		
2	8361W-Drk Nvy-Sml	Womens FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	77.99	155.98
1	8362W-DrkNvy-Med-Reg	Womens FlexRS Armor Skin S/S Base Shirt Emblem Each Sleeve	70.99	70.99
1	8361W-Drk Nvy-Med	Womens FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	77.99	77.99
3	8361-Dk Nv-Med-33	FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	77.99	233.97
4	8362-Drk Nvy-XL-Reg	FlexRS Armorskin S/S Base Shirt Emblem Each Sleeve	70.99	283.96
3	8361-Dk Nv-2XL-35	FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	85.99	257.97
4	8362-Drk Nvy-2XL-Reg	FlexRS Armorskin S/S Base Shirt Emblem Each Sleeve	78.99	315.96
1	8361-Dk Nv-2XL-37	FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	85.99	85.99
1	8361-Dk Nv-Lrg-37	FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	77.99	77.99
1	8361-Dk Nv-XL-35	FlexRS Armorskin L/S Base Shirt Emblem Each Sleeve	77.99	77.99
1	Miso	logo digitizing fee	50.00	50.00
200	46392Q	Hastings Police Dept Emblems	2.45	490.00



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8/19/2026

Page 3 of 3

Jessica

BILL TO:

Hastings Police Dept
201 E State St
Hastings MI 49058

SHIP TO:

Dept. Stock

TERMS: NET 30

Ordered	Part Number	Description	Price	Total
		QUOTE ONLY THIS QUOTE DOES NOT INCLUDE ANY FREIGHT CHARGES THE ACCOUNT MAY INCUR		

Sub Total	\$5,873.34
MI Sales Tax 6%	\$0.00
Total	\$5,873.34

**PRICING ON THIS QUOTE IN EFFECT FOR 90 DAYS**



Regular Council Agenda Item Memorandum

To: Honorable Mayor Dave Tossava, Sarah Moyer-Cale and Hastings City Council

From: Robert Neil- Street Superintendent

Subject: Surplus Equipment

Meeting Date: 8-24-2026

Recommended Action:

Motion to sell five surplus equipment items from the DPS at auction.

Background Information:

Due to recent equipment upgrades, I am requesting that the council approve the following equipment to be sold at auction. Sales from these items will reimburse the equipment fund.

It is anticipated that the sale of these items will exceed \$5000.00

The lawnmower is at the end of its life and is hard to get parts for. The GMC trucks will be replaced with 2 Chevy 1500 pickups. The Sterling Dump truck and the GMC dump truck are also extremely hard to get parts for; the dump boxes are in very bad shape as well.

1-Zero Turn lawnmower- Min bid \$500.00

1-2024 2500 GMC trucks-Min. bid-\$54,000.00

1-2024 2500 GMC trucks-Min. bid-\$54,000.00

1- 2000 Sterling 6 yd Dump Truck-Min bid \$3,000.00

1- 2000 GMC 7500 Top Kick 6 Yd Dump Truck- \$ 3,000.00

Financial Implications:

Sales from these items will be used to reimburse the equipment fund. The sale of these items will exceed \$5000.00



Hastings City Police

201 E. State St.
Hastings, MI 49058
(269) 948-4800 Dispatch
(269) 945-5744 Office
(269) 945-4358 Fax



Dale Boulter
Chief of Police

Julissa Kelly
Deputy Chief

Hastings Police Department Council report for the month of July 2026

Staffing

HPD staffing continues with the same number of officers as previously reported with one officer on light duty.

Statistics

Calls for Service: Officers responded to 518 calls

Arrests: Officers made 29 arrests

Traffic Accidents: 24 traffic accidents occurred

Non-Traffic Accidents: 4 Non traffic accidents occurred

Citations issued: Officers issued 27 citations (17 moving, 10 non-moving)

Traffic Stops conducted: Officers conducted 123 traffic stops

Freedom Of Information Act request: 26 requests were processed

Gun permits: 7 licenses to purchase permits were processed

Reserve Officers

The Reserve Department contributed 24.25 hours for the month of July.

New Service weapon:

The training and transition to the new service weapon has been completed with exception of two members currently on light duty assignment.

Training:

Two officers attended Western Michigan University Medical for Autopsy training.

D/Sgt. Wesseling attended training on Investigating Non-Stranger Sexual Assault.

Crossing Guard Training was conducted in preparation for the start of school.

Policy review was conducted for each officer.

Firearms training was conducted.

PD Renovation

The new security window has been installed along with the interior doors. A final walkthrough was conducted with the construction company to assess a punch list of items to be completed. A small punch list was created for follow-up on a few different items.

PCI has conducted the Occupancy Inspection, and we are nearing the finish of the project.

Repair/replacement of damaged or missing furniture items is being assessed with Kentwood Office Furniture (KOF), and we expect the delivery of office chairs by the end of August. An onsite meeting will take place with KOF prior to my report to discuss timeframe of the above-listed items.

Window treatments are on order and will be installed upon receipt by Kevin's Draperies.

Upcoming Events

SummerFest 2026

Code Compliance report

Attached

Respectfully submitted,

Dale Boulter

Chief of Police

HASTINGS CITY COUNCIL MONTHLY REPORT MONTH OF July 2026

From Hastings Police Department

Chief Dale Boulter

Total Complaints: 518

Total Arrests: 29

Adults 17 DWLS-4, A&B-6, R&O Police-1, Fail to report accident-1, Super Drunk-1, Disorderly-1, Damage to property-1, Child endangerment-1, Poss. Of cocaine-1.

Juveniles: 0

Arrests Warrants for Other Departments: 12 Obstructing Justice-12.

Traffic Summary:

Traffic Accidents: 24

Property Damage: 21 Injuries: 3 Fatal: 0 Non-Traffic: 4.

Tickets Issued: 27

Moving Violations Issued: 17

Non-Moving Violations: 10

POLICE VEHICLES

TOTAL MILES: **5,368**

TOTAL GALLONS OF FUEL USED: **744.6**

<u>VEHICLE</u>	<u>MILAGE</u>	<u>VEHICLE</u>	<u>MILAGE</u>
<u>41/2020 FORD</u>	<u>82,446</u>	<u>45/2018 FORD</u>	<u>54,923</u>
<u>42/2021 FORD</u>	<u>86,777</u>	<u>46/2022 FORD</u>	<u>14,067</u>
<u>43/2023 FORD</u>	<u>30,685</u>	<u>47/2023 FORD</u>	<u>34,634</u>
<u>44/2025 FORD</u>	<u>12,031</u>	<u>48/2016 FORD</u>	<u>96,373</u>

ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of **24.25** hours for the month.

26 FOIA requests were processed for the month.

<u>CLASSIFICATION</u>	<u>CURRENT MONTH</u>	<u>PREVIOUS YEAR</u>	<u>YTD CURRENT</u>	<u>YTD PREVIOUS</u>	<u>YTD COMPARED</u>
FATAL ACCIDENTS	0	0	0	0	0
INJURY ACCIDENTS	3	2	38	17	+21
P D ACCIDENTS	21	5	71	74	-3
NON-TRAFFIC	4	2	27	34	-7
SPEEDING	3	8	34	57	-23
OTHER HAZARDOUS	14	3	69	65	+4
NON-HAZARDOUS	10	8	70	98	-28
PARKING	2	7	156	194	-38
<u>TOTAL</u>	57	34	465	539	-74

City of Hastings
Code Compliance Officer
July 2026 Activity Report



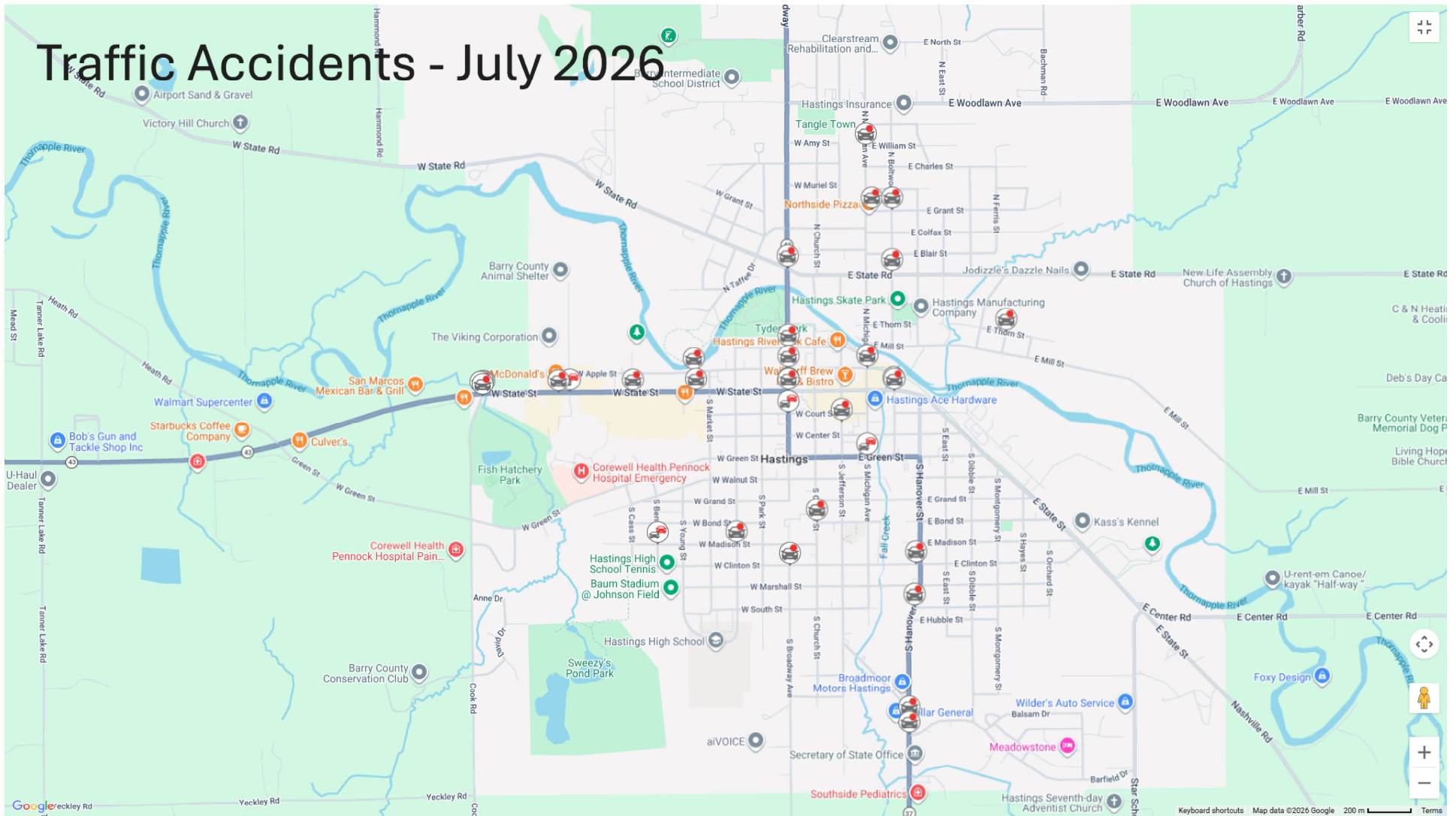
QUANTITY	COMPLAINT
4	Animal related (90-835)
36	Grass and weeds more than 8" tall (38-105)
16	Compostable yard debris and refuse in right-of-way, snow piles (74-39, 74-71, 74-72)
2	Garbage Code Violations (66-88/89/90/93/94)
19	Vehicles parked on unapproved surfaces – residential zones (90-929)
10	Unlicensed/Inoperable vehicles, parts, or tire storage (38-76, 77, 78)
11	Refuse and debris in unscreened area of yard (90-881, 90-882)
2	Rental Property Issues & Complaints
26	Signage issues/ Signs in Right-Of-Way
0	Fencing Issues
5	Fence Permits Issued
6	Structure & Building Maintenance Issues
0	Recreational Vehicle Issues
1	Abandoned refrigerator w/door attached (54-61)
9	Sidewalk parking/right-of-way obstructions (74-71)
21	Miscellaneous Issues & Complaints
168	Total Violations/Complaints Handled
19	Letters sent
2	Citations issued
126	Follow Ups
NOTES:	Miscellaneous Issues/ Complaints details
•	All rental properties are current with both registration and inspection certifications. This is the result of solid teamwork between PCI, the city assessor and code compliance. There is a process in place that will make staying current much easier to maintain.

Miscellaneous Issues/ Complaints details, continued

[illegible]



Traffic Accidents - July 2026



SUMMERFEST 5K

SAT, 8/29/26 at 08:00



SUMMERFEST 5K

SAT, 8/29/26 at 08:00



Investments & Deposits Status Report as of July 31, 2026

Institution	Account Description	Prior Month Balance	Current Month Balance	Current Interest Rate
Flagstar Bank	Common Cash (Primary Checking)	\$ 2,440,049.76	\$ 1,210,651.53	0.45%
	Payroll	\$ 180,707.48	\$ 2,469.72	0.45%
	Savings	\$ 7,445,058.19	\$ 6,513,708.11	2.48%
	**Tax Collection	\$ 2,917.32	\$ 914,892.49	N/A
	Total	\$ 10,068,732.75	\$ 8,641,721.85	
<i>** Includes funds collected on behalf of other governmental agencies</i>				
Highpoint Bank	Common Cash	\$ 36,904.61	\$ 38,267.07	N/A
	Ambulance Billing	\$ 2,909.82	\$ 3,687.85	N/A
	Drug Enforcement	\$ 18,211.94	\$ 18,211.94	N/A
	*Tax Collection	\$ -	\$ 55,176.81	N/A
	Total	\$ 58,026.37	\$ 115,343.67	
<i>* Includes funds collected on behalf of other governmental agencies</i>				
Michigan CLASS	General Fund (Pooled)	\$ 6,878,641.82	\$ 6,900,601.73	3.7530%
	Sewer Fund	\$ 399,598.61	\$ 400,874.30	3.7530%
	Water Fund	\$ 232,477.68	\$ 233,219.87	3.7530%
	Equipment Fund	\$ 321,038.19	\$ 322,063.10	3.7530%
	Total	\$ 7,831,756.30	\$ 7,856,759.00	
American Dep Mgmt Co	Money Market Account	\$ 4,150,268.67	\$ 4,162,105.46	3.47%
Huntington Bank	Brokerage Account-Fire Department <i>Sage Trust Beneficiary Distribution</i>	\$ 866,730.61	\$ 867,152.95	N/A
		Prior Month	Current Month	% Change
Total, All Investments & Deposits		\$ 22,975,514.70	\$ 21,643,082.93	-5.80%
		Prior Month Balance	Current Month Balance	% of Total
Institution				
Flagstar Bank		\$ 10,068,732.75	\$ 8,641,721.85	39.9%
Highpoint Bank		\$ 58,026.37	\$ 115,343.67	0.5%
Michigan CLASS		\$ 7,831,756.30	\$ 7,856,759.00	36.3%
American Dep Mgmt Co		\$ 4,150,268.67	\$ 4,162,105.46	19.2%
Huntington Bank		\$ 866,730.61	\$ 867,152.95	4.0%
Total		\$ 22,975,514.70	\$ 21,643,082.93	100.0%
		Prior Month Balance	Current Month Balance	% of Total
Type of Investment or Deposit				
Interest		\$ 22,914,571.01	\$ 20,612,846.77	95.2%
Non-Interest		\$ 60,943.69	\$ 1,030,236.16	4.8%
Total		\$ 22,975,514.70	\$ 21,643,082.93	100.00%

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

THIS YEAR FISCAL YTD 31-JUL-26	REVISED BUDGET 2026-2027	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET
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FUND 101 - GENERAL FUND

REVENUE

TAXES	285,983.72	4,024,550	7.00%	.00	3,746,294	0.00%
SPECIAL ASSESSMENTS	44,795.00	15,962	281.00%	.00	43,650	0.00%
LICENSES & PERMITS	541.11	15,320	4.00%	1,210.66	17,775	7.00%
FEDERAL REVENUES	.00	0	0.00%	.00	0	0.00%
STATE SHARED REVENUES	(154,125.75)	1,117,069	(14.00%)	(163,990.30)	1,153,016	(14.00%)
INTERGOVERNMENTAL REVENUES	241,106.37	608,606	40.00%	241,519.92	570,000	42.00%
CHARGES FOR SERVICES	520,915.09	627,850	83.00%	2,700.37	646,150	0.00%
FINES & FORFEITURES	185.00	11,000	2.00%	342.70	10,000	3.00%
INTEREST AND RENTALS	22,155.41	371,562	6.00%	31,539.72	430,840	7.00%
OTHER REVENUE	50,389.01	85,500	59.00%	456.80	73,500	1.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%

TOTAL REVENUE & INCOMING TRANSFERS	1,011,944.96	6,877,419	15.00%	113,779.87	6,691,225	2.00%
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EXPENDITURES

CITY COUNCIL	31,002.87	72,303	43.00%	4,430.57	77,525	6.00%
MAYOR	1,502.01	15,137	10.00%	1,121.47	16,445	7.00%
CITY MANAGER	33,910.41	333,098	10.00%	14,592.60	201,801	7.00%
FINANCE DEPARTMENT	46,349.97	443,673	10.00%	23,729.64	431,096	6.00%
CLERK	12,584.82	122,152	10.00%	5,970.18	121,552	5.00%
INFORMATION TECHNOLOGY	21,233.29	268,900	8.00%	(80.68)	271,100	0.00%
BOARD OF REVIEW	.36	2,525	0.00%	.00	2,612	0.00%
TREASURER	12,072.20	97,801	12.00%	5,281.63	95,730	6.00%
ASSESSOR	7,833.83	154,520	5.00%	9,902.94	197,742	5.00%
ELECTIONS	560.32	57,758	1.00%	.00	57,681	0.00%
CITY HALL & GROUNDS	9,723.34	336,114	3.00%	8,073.73	523,500	2.00%
LEGAL AND AUDIT	.00	66,800	0.00%	.00	73,500	0.00%
OTHER GENERAL GOVERNMENT	26,178.15	582,815	4.00%	2,086.80	568,147	0.00%
POLICE	256,221.60	2,375,703	11.00%	106,401.82	2,327,377	5.00%
CODE COMPLIANCE	4,478.44	53,112	8.00%	1,633.25	55,660	3.00%
FIRE DEPARTMENT	921,819.14	779,300	118.00%	33,077.73	614,032	5.00%
INSPECTIONS	.00	75,000	0.00%	.00	65,000	0.00%
DEPT OF PUBLIC SERVICE ADMIN	.00	0	0.00%	9,300.74	191,890	5.00%
PARKING LOTS - NON SAD	901.48	15,973	6.00%	462.09	21,000	2.00%
PARKING LOTS - SAD	450.85	35,578	1.00%	472.08	31,460	2.00%
STREET LIGHTING	9,522.47	110,000	9.00%	7,986.93	118,000	7.00%
COMMUNITY SERVICES	38,157.02	551,919	7.00%	6,568.97	389,399	2.00%
BROWNFIELD GRANT	.00	0	0.00%	.00	0	0.00%
PLANNING AND ZONING	120.83	23,030	1.00%	110.97	17,736	1.00%
JOINT PLANNING & ZONING	(480.85)	1,300	(37.00%)	.00	100	0.00%
COMMUNITY & ECONOMIC DEVELOPMNT	15,699.42	167,339	9.00%	9,289.96	160,957	6.00%

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

THIS YEAR FISCAL YTD YTD ACTUAL	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET
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FUND 101 - GENERAL FUND

COMMUNITY DEVELOPMENT GRANTS	.00	0	0.00%	.00	100	0.00%
CABLE ACCESS	1,112.15	12,377	9.00%	309.56	12,422	2.00%
PARKS AND RECREATION	38,840.15	537,031	7.00%	(263,197.72)	542,581	(49.00%)
ARTS AND CULTURAL ACTIVITIES	2,936.83	53,036	6.00%	968.77	41,840	2.00%
OTHER FINANCING USES	344,647.00	344,647	100.00%	.00	281,624	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	1,837,378.10	7,688,941	24.00%	(11,505.97)	7,509,609	0.00%
NET REVENUE OVER EXPENDITURES	(825,433.14)	(811,522)		125,285.84	(818,384)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

THIS YEAR FISCAL YTD 31-JUL-26	REVISED BUDGET 2026-2027	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET
--------------------------------------	--------------------------------	------------------------------	--------------------------------------	--------------------------------	------------------------------

FUND 202 - MAJOR STREETS

REVENUES	83,369.46	932,066	9.00%	65,814.31	841,849	8.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	83,369.46	932,066	9.00%	65,814.31	841,849	8.00%
EXPENDITURES	44,006.67	950,366	5.00%	30,063.42	805,878	4.00%
OUTGOING TRANSFERS	300,000.00	300,000	100.00%	.00	150,000	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	344,006.67	1,250,366	28.00%	30,063.42	955,878	3.00%
NET REVENUE OVER EXPENDITURES	(260,637.21)	(318,300)		35,750.89	(114,029)	

FUND 203 - LOCAL STREETS

REVENUES	29,056.13	377,883	8.00%	26,505.61	370,551	7.00%
INCOMING TRANSFERS	450,000.00	450,000	100.00%	.00	250,000	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	479,056.13	827,883	58.00%	26,505.61	620,551	4.00%
EXPENDITURES	58,445.20	887,446	7.00%	24,912.26	688,525	4.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	58,445.20	887,446	7.00%	24,912.26	688,525	4.00%
NET REVENUE OVER EXPENDITURES	420,610.93	(59,563)		1,593.35	(67,974)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

	THIS YEAR FISCAL YTD 31-JUL-26	REVISED BUDGET 2026-2027	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET
<i>FUND 209 - CEMETERY FUND</i>						
REVENUES	19,924.47	202,900	10.00%	2,608.82	235,401	1.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	19,924.47	202,900	10.00%	2,608.82	235,401	1.00%
EXPENDITURES	4,738.81	160,749	3.00%	29,704.72	178,883	17.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	4,738.81	160,749	3.00%	29,704.72	178,883	17.00%
NET REVENUE OVER EXPENDITURES	15,185.66	42,151		(27,095.90)	56,518	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

	THIS YEAR FISCAL YTD 31-JUL-26	REVISED BUDGET 2026-2027	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET
<i>FUND 243 - BROWNFIELD REDEVELOPMENT AUTH</i>						
REVENUES	1,209.15	100,000	1.00%	523.84	140,450	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	1,209.15	100,000	1.00%	523.84	140,450	0.00%
EXPENDITURES	6,000.00	45,000	13.00%	.00	41,000	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	6,000.00	45,000	13.00%	.00	41,000	0.00%
NET REVENUE OVER EXPENDITURES	(4,790.85)	55,000		523.84	99,450	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

	THIS YEAR FISCAL YTD 31-JUL-26	REVISED BUDGET 2026-2027	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET
<i>FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY</i>						
REVENUES	1,403.12	1,006,350	0.00%	2,163.50	836,300	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	1,403.12	1,006,350	0.00%	2,163.50	836,300	0.00%
EXPENDITURES	305,779.14	907,833	34.00%	247,919.23	789,229	31.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	305,779.14	907,833	34.00%	247,919.23	789,229	31.00%
NET REVENUE OVER EXPENDITURES	(304,376.02)	98,517		(245,755.73)	47,071	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

THIS YEAR FISCAL YTD 31-JUL-26	REVISED BUDGET 2026-2027	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET
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FUND 265 - DRUG ENFORCEMENT

REVENUES	.00	0	0.00%	.00	0	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%
EXPENDITURES	.00	0	0.00%	.00	5,000	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	0	0.00%	.00	5,000	0.00%
NET REVENUE OVER EXPENDITURES	.00	0		.00	(5,000)	

FUND 266 - POLICE TRAINING

REVENUES	700.36	2,875	24.00%	28.53	3,600	1.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	700.36	2,875	24.00%	28.53	3,600	1.00%
EXPENDITURES	407.60	2,500	16.00%	.00	6,800	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	407.60	2,500	16.00%	.00	6,800	0.00%
NET REVENUE OVER EXPENDITURES	292.76	375		28.53	(3,200)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

	THIS YEAR FISCAL YTD 31-JUL-26	REVISED BUDGET 2026-2027	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET
FUND 271 - LIBRARY FUND						
OPERATIONS						
OPERATING REVENUES	219,460.44	768,535	29.00%	67,635.17	709,941	10.00%
OPERATING INCOMING TRANSFERS						
TOTAL OPERATING REV & IN TRNSFRS	219,460.44	768,535	29.00%	67,635.17	709,941	10.00%
OPERATING EXPENDITURES	85,121.22	740,083	12.00%	43,626.32	713,969	6.00%
OPERATING OUTGOING TRANSFERS						
TOTAL OPERATING EXP & OUT TRNSFRS	85,121.22	740,083	12.00%	43,626.32	713,969	6.00%
NET OPERATING REV OVER EXP	134,339.22	28,452		24,008.85	(4,028)	
CAPITAL IMPROVEMENTS						
CAP IMPRVMT EXPENDITURES	.00	0	0.00%	.00	0	0.00%
CAP IMPRVMT OUTGOING TRANSFERS						
TOTAL CAP IMPRVMT EXP & OUT TRNSFRS	.00	0	0.00%	.00	0	0.00%
NET CAP IMPRVMT REV OVER EXP	.00	0		.00	0	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

	THIS YEAR FISCAL YTD 31-JUL-26	REVISED BUDGET 2026-2027	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET
<i>FUND 590 - SEWER FUND</i>						
REVENUES	268,361.97	3,098,000	9.00%	.00	2,998,142	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	268,361.97	3,098,000	9.00%	.00	2,998,142	0.00%
EXPENDITURES	365,039.77	3,081,872	12.00%	.00	2,521,814	0.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	365,039.77	3,081,872	12.00%	.00	2,521,814	0.00%
NET REVENUE OVER EXPENDITURES	(96,677.80)	16,128		.00	476,328	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

	THIS YEAR FISCAL YTD 31-JUL-26	REVISED BUDGET 2026-2027	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET
<i>FUND 591 - WATER FUND</i>						
REVENUES	192,851.82	2,031,400	9.00%	.00	1,919,400	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	192,851.82	2,031,400	9.00%	.00	1,919,400	0.00%
EXPENDITURES	376,395.89	2,342,835	16.00%	.00	2,257,234	0.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	376,395.89	2,342,835	16.00%	.00	2,257,234	0.00%
NET REVENUE OVER EXPENDITURES	(183,544.07)	(311,435)		.00	(337,834)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2026

	THIS YEAR FISCAL YTD 31-JUL-26	REVISED BUDGET 2026-2027	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET
<i>FUND 661 - EQUIPMENT REVOLVING FUND</i>						
REVENUES	95,696.88	970,000	10.00%	82,850.78	870,000	10.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	95,696.88	970,000	10.00%	82,850.78	870,000	10.00%
EXPENDITURES	114,804.92	953,324	12.00%	18,141.15	534,080	3.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	114,804.92	953,324	12.00%	18,141.15	534,080	3.00%
NET REVENUE OVER EXPENDITURES	(19,108.04)	16,676		64,709.63	335,920	



Hastings City Council Memorandum

Date: August 19, 2026
To: Honorable Mayor Tossava & Members of the Hastings City Council
From: Dan King, Community Development Director
Subject: August Community Development Department Report

A summary of the current activities in the Community Development Department includes:

Hastings Live

The Hastings Live summer music series is winding down but there is still time to catch some great music during Summerfest Friday and Saturday.

Woodlawn Meadows Planned Unit Development

The underground infrastructure has been installed and the private street with rolled curbing has been constructed. Driveway and utility connection permits have been issued for 7 of the 32 home sites.





DDA Façade Grants

Rear façade renovation projects were completed at 144 and 148 E. State Street.



144 E. State Before



148 E. State Before



144 E. State After



148 E. State After

Hastings Riverwalk Lofts and Mill Street Market

Progress continues on the Hastings Riverwalk Lofts multifamily residential buildings and the Mill Street Market and daycare center. Leasing applications for the residential units are currently being accepted. The market and daycare center are targeting a fall/winter opening.



Surf Internet

Surf Internet conducted their groundbreaking ceremonies at City Hall on Monday August 3rd. Construction of the fiber network is currently underway on the north side of Hastings. Surf Internet conducted their groundbreaking ceremonies at City Hall on Monday August 3rd. Construction of the fiber network is currently underway.



Upcoming Events

Hastings Summerfest August 28-30

Farmers Market Wednesday and Saturdays through October 31st

If you have any questions, concerns, or ideas please feel free to contact Sandy or me at sponsetto@hastingsmi.gov dking@hastingsmi.gov



**CITY OF HASTINGS
ZONING BOARD OF APPEALS
MEETING MINUTES
August 18, 2026**

1. Call to Order: Vice-Chair Buehl Called the Meeting to Order at 7:00 PM

2. Roll Call -- Members Present: Baker, Buehl, Dickinson, Furrow, Mattson

Members Absent: None

Alternates Present: Anger, Hook

Alternates Absent: None

Staff Present: King and Tossava

3. Pledge of Allegiance.

4. Approval/Additions/Deletions to Agenda.

Motion by Baker, second by Dickinson, to approve the agenda as presented.

All Ayes: Motion Carried

5. Approval of the Minutes – September 19, 2023, Meeting.

Motion by Furrow, second by Baker, to approve the minutes of the September 19, 2023, ZBA Meeting.

All ayes.

Motion Carried.

6. Public Hearings:

- A. Public hearing to hear comment and make a determination on a variance request from William and Rita Ferguson of 327 E. State Street, Hastings, Michigan 49058 that if granted would allow the construction of a detached accessory building with a front setback of 10-feet which is less than the required 25-foot setback.

King introduced the variance request and reminded the members of the standards of approval in Section 90-87(a) (1-6).

William Ferguson explained the nature of the variance request and verbally explained items 1 through 3 as outlined in the Zoning Board of Appeals application.

Vice-Chair Buehl opened the public hearing at 7:13 PM

Yvette Peterman of 323 E. State Street, Hastings, Michigan 49058 raised concerns regarding the structural integrity of the retaining wall/bank to the north of the subject property.

Peterman also inquired if the construction work, pending approval of the variance request would be completed by a licensed contractor.

Peterman also raised concerns regarding the length of time the subject property owner has taken in rehabilitating the subject property and whether, subject to approval of the variance request, the construction of a detached accessory building would take an extended period.

Vice-Chair Buehl closed the public hearing at 7:20 PM

Furrow asked if the construction of a detached accessory building would require issuance of a building permit by Professional Code Inspections. King replied in the affirmative.

Buehl solicited discussion from the board regarding the variance request.

Motion by Buehl, second by Furrow to approve the variance request finding that all six standards in Section 90-87(a) were satisfactorily met.

All ayes, motion carried.

7. Old Business: None
8. New Business: Election of Officers

The board discussed the current slate of officers.

Motion by Baker, second by Furrow to nominate Buehl as Chair,

Mattson and Vice Chair, and Furrow as Secretary.

All ayes, motion carried.

9. Public Comments: None

10. Board Comments: None

11. Adjournment:

Motion by Furrow, second by Dickinson to adjourn the meeting.

All ayes.

Meeting was adjourned at 7:46 PM.

Jeff Buehl Chair

Recording Secretary - King

City of Hastings
Downtown Development Authority
DRAFT Meeting Minutes
August 20, 2026

1. Meeting Call to Order and Roll Call—

The meeting was called to order at 8:01 a.m. by Woods.

Roll Call –

Present: Albrecht, Baker, Button, Peterson, Schantz, Tossava, Wiswell, Woods

Absent: Hatfield,

City Staff and Appointees: King, Jaquays, Ponsetto

Others Present: Rily Shultz, Nicole Lyke, BCCEDA

2. Pledge to the Flag

3. Approval/Additions/Deletions to Agenda –

Motion by Wiswell, second by Baker, to approve the agenda as presented.

All ayes motion carried.

4. Approval of Minutes –

Motion by Tossava, second by Peterson, to approve the minutes as presented.

All ayes motion carried.

5. Financial Statements & Budget for Review –

King said the budget data has been updated through July 31, 2026.

6. Façade and BEIG Update-

King said the façade grant spreadsheet has been updated through July 31, 2026.

7. Open Public Comment and Discussion – None

8. Old Business-

A. Church/Jefferson Streetscape Plan

The board discussed which areas they would like to include in the next phase of the Streetscape. It was the consensus of the board to direct city staff to ask for a cost estimate for streetscaping to include Jefferson Street from Apple to Center Street with a fire pit near the southeast corner of S. Jefferson and E. Court Street.

B. Strategic Plan SMART Goals Member Assignments

Established the following DDA Strategic Plan Committees:

- Improve Downtown Access and Accessibility: Baker, Hatfield (chair), Peterson, Schantz
- Strengthen the Downtown Environment: Baker (chair), Button
- Elevate the Everyday Downtown Experience: Wiswell (chair), Woods
- Invest in Purpose-Driven Placemaking: Albrecht, Baker, Schantz (chair)
- Build DDA Clarity, Trust, and Transparency: Patterson (student representative), Schantz (chair), Woods
- Protect and Leverage Downtown's Identity: Albrecht, Hatfield, Peterson (chair), Patterson

9. New Business

A. Riley Schults, Intern, BCCEDA, Implementing Sustainable Energy Initiatives Information

Schultz gave a presentation on sustainable energy options that the City of Hastings could explore including solar and wind.

B. Jewelry by Bretta, 129 E. State St. Façade Grant Request

Motion by Tossava, second by Schantz, to approve the \$11,000 Façade grant request for 129 E. State St., Jewelry by Bretta, LLC.

Ayes: Albrecht, Baker, Button, Peterson, Schantz, Tossava, Wiswell, Woods

Nays:

Absent: Hatfield

All ayes motion carried.

C. Scott Schantz Event Proposal Discussion

Schantz presented his idea of hosting a monthly Thursday evening motorcyclist event on S. Jefferson St. on Thursdays, starting May 2027; with a "trial run" in September 2026.

D. Façade Grant Reimbursements for 144 and 148 E. State Street

King said staff has processed the façade grant reimbursements for both 144 and 148 E. State St.

9. DDA Member Comment –

Wiswell and Button requested staff resend information from the DDA Training Session presented by the BCCEDA last month.

Peterson asked for an update on E. Mill Street repaving. Jaquays said there is no updated information at this time.

Woods said the streetscape concrete is spalling on the south side of State Street and requested that extra street banners be ordered.

Jaquays said that the city received five bids on the RFP for a parking study, the lowest being from Fishbeck; which she recommends approving. She also said the city is issuing an RFP for holiday décor and another for snow removal. She also said the intersection of W. Green Street and Market is now open.

11. Open Public Comment and Discussion – None

12. Adjournment

Motion by Wiswell, second by Schantz, to adjourn

All ayes motion carried

Meeting adjourned at 9:23 a.m.

Patty Woods, Chair

Deb Button, Secretary

Prepared by: Sandra Ponsetto, City of Hastings