

VILLAGE OF ONTONAGON

315 Quartz Street, Ontonagon, Michigan 49953
Phone: 906-884-2305 Fax: 906-884-4369 TDD: 1-800-649-3777
Website: www.villageofontonagon.org

Pamela Coey
President

Sarah Hopper
Pro Tem

William DuPont
Village Manager

Jeffrey Sullivan
Village Clerk

Trustees: Lyle Perry | Mike Rebholz | Debra Seid | Dorothy Sharkey | Matt Wiesen

AGENDA VILLAGE COUNCIL MEETING MARCH 10, 2025 5:00 P.M. 315 QUARTZ ST.

**FINANCE COMMITTEE MEETS AT 4:00 P.M.
PUBLIC HEARING FOR INPUT ON ORDINANCE 2025-01: CHICKENS 4:30 P.M.**

1. PLEDGE OF ALLEGIANCE
2. CALL TO ORDER – ROLL CALL
3. PUBLIC COMMENT (Five Minute Limit Per Individual on Agenda and Non-Agenda Items)
4. APPROVAL OF CONSENT AGENDA: Finance Committee February 10, 2025; Finance Committee February 24, 2025; Marina Commission January 16, 2025.
5. APPROVAL OF AGENDA
6. APPROVAL OF BILLS
7. APPROVAL OF COUNCIL MINUTES: February 24, 2025
8. REPORTS:
 - a. Manager's Report
9. UNFINISHED BUSINESS
 - a. MERS
 - b. Recreation Center Lease
 - c. Resolution 2025-01: Disband Greenland Road School Commission
 - d. Ordinance 2025-01: Chickens
 - e. Ordinance 2025-02: Commission Amendments
 - f. Water Tower Inspection Quotes
10. NEW BUSINESS
 - a. Personnel Committee Recommendation
11. ANNOUNCEMENTS – OTHER COUNCIL BUSINESS
12. ADJOURNMENT



Village of Ontonagon Finance Committee Meeting

February 10, 2025

Called to order at 4:31 pm

Present: Deb Seid, Sarah Hopper

Absent: Mike Rebholz

Reviewed bills for payment

Total of \$111,795.59

The Ruotsala Construction bill was discussed.

Motion to adjourn by Seid, second Hopper at 4:46 pm.

02/24/2025

Village of Ontonagon
Village Council Finance Committee

Called to order at 4:30PM

Present: Hopper, Seid, Rebholz

Review of the bills being paid \$14,416.43

All-ready paid \$19,873.05

Total \$34,289.48

Review of accounts
Greenland Road School
Local Streets
Sewer

Adjourned at 4:53

VILLAGE MARINA COMMISSION
HELD ON THURSDAY, JANUARY 16, 2025
AT 5:00 P.M. AT 315 QUARTZ STREET, ONTONAGON

PRESENT: Don Chastan, Tom Colgin, Willie DuPont, Dennis O'Brien, Deb Seid, Fred Chamberlain

ABSENT: Barb Kilmer

ORDER

At 5:00 p.m. the meeting was called to order and the Pledge of Allegiance was led by Chairperson Fred Chamberlain.

AGENDA:

A motion was made by DuPont, second by Seid, (CARRIED) to approve the agenda as amended.

AYE: DuPont, Seid, Chastan, Colgin, O'Brien, Chamberlain

NAY: None

ABSENT: Kilmer

MINUTES:

A motion was made by Chastan, second by DuPont (CARRIED), to approve the December 19, 2024 minutes as presented.

AYE: Chastan, DuPont, Colgin, O'Brien, Seid, Chamberlain

NAY: None

ABSENT: Kilmer

ITEMS FROM THE FLOOR:

None.

FINANCIAL REPORT:

A motion was made by Chastan, second by Seid, (CARRIED) to approve the financial report as presented.

AYE: Chastan, Seid, Colgin, DuPont, O'Brien, Chamberlain

NAY: None

ABSENT: Kilmer

HARBOR MASTER REPORT:

None

MARINA BUSINESS:

a. Marina Ad Hoc Committee Findings

The issue of dredging was discussed. Chairperson Chamberlain stated he contacted numerous dredging companies with few results. Commissioner DuPont will set up a meeting with GEI, an engineering company to discuss details surrounding dredging the Marina.

b. Vice Chair Appointment

A motion was made by DuPont, second by Chastan, (CARRIED) to appoint Debra Seid as the Marina Commission Vice-Chairperson.

AYE: DuPont, Chastan, Colgin, O'Brien, Chamberlain

NAY: None

ABSENT: Kilmer

ABSTAIN: Seid

OTHER COMMISSION BUSINESS:

Unpaid, outstanding storage fees were discussed. How to deal with goose feces was also discussed.

ADJOURN:

A motion was made by O'Brien, second by Chastan to adjourn at 5:47 p.m.

Minutes recorded by Jeff Sullivan

Jeff Sullivan-Village Clerk

Approved

ONTONAGON VILLAGE COUNCIL MEETING

HELD AT 5:00 PM ON MONDAY, FEBRUARY 24, 2025

AT 315 QUARTZ STREET, ONTONAGON

PRESENT: Lyle Perry, Mike Rebholz, Debra Seid, Dorothy Sharkey, Matt Wiesen,
Pro-Tem Sarah Hopper, President Pam Coey

ABSENT: None

At 5:00 p.m. the meeting was called to order by President Coey and the Pledge of Allegiance was recited.

CALL TO ORDER – ROLL CALL

PUBLIC COMMENT (Five Minute Limit per Individual on Agenda and Non-Agenda Items):

Resident indicated she found the nepotism clause for the Village online, confirming a policy is in place.

Resident discussed the lot size required for chickens.

APPROVAL OF CONSENT AGENDA: Planning Commission January 15, 2025

A motion was made by Seid, second by Rebholz (CARRIED), to approve the consent agenda as amended.

AYE: Seid, Rebholz, Hopper, Perry, Sharkey, Wiesen, Coey

NAY: None

ABSENT: None

APPROVAL OF AGENDA:

A motion was made by Perry, second by Wiesen (CARRIED), to approve the agenda as presented.

AYE: Perry, Wiesen, Hopper, Rebholz, Seid, Sharkey, Coey

NAY: None

ABSENT: None

APPROVAL OF BILLS:

A motion was made by Rebholz, second by Sharkey (CARRIED), to approve the bills as presented.

ROLL CALL

AYE: Rebholz, Sharkey, Hopper, Perry, Seid, Wiesen, Coey

NAY: None

ABSENT: None

APPROVAL OF COUNCIL MINUTES: February 10, 2025

A motion was made by Seid, second by Perry (CARRIED) to approve the Council minutes as amended.

AYE: Seid, Perry, Hopper, Sharkey, Wiesen, Coey

NAY: None

ABSENT: None

ABSTAIN: Rebholz

REPORTS

a. Financial Report

Financial Reports are available online and in the packet.

UNFINISHED BUSINESS:

a. MERS Update

We paid MERS \$50,251 on January 29th. This payment was due on February 20th. We are current with our MERS payments and our next payment will be due on March 20th. We will be making this payment on February 27th.

At this time, the Michigan Enhancement Grant that the Village received will cover the next 14 monthly payments. This equates to \$602,790. This will cover payments through March of 2026. The Village currently has \$759,000 in CDs and almost \$900,000 in cash. The current General Fund portion of the MERS payments is \$39,433. Based on this estimated payment, the Village has enough cash to make the following 26 payments bringing us through May of 2028. Through two grants, the Village made excess payments in the amount of \$2,927,219 which can be used to fund another 74 payments. This will bring us through July of 2034.

MERS estimates that Village payments will drop significantly in 2040. We aren't done with the MERS problem yet but I believe we are in a position to manage this issue as we move forward. I'll keep everyone updated as we receive more information.

b. Chicken Ordinance

The Council reviewed the pending Chicken Ordinance, presented its current draft, and scheduled a public hearing for March 10, 2025, at 4:30 PM.

c. Recreation Center Lease

A draft of the lease is being prepared. Once completed, the Ad Hoc Committee will meet with the Hockey Association for review.

NEW BUSINESS:

a. Ordinance 2025-02: Commission Amendments

The council agreed to make the recommended changes, at which time they will be voted on and added to the ordinance book.

b. Disbanding of Greenland Road School Commission

A resolution disbanding the Greenland Road School Commission will be presented to the Council for a vote at the next Council meeting.

c. MSHDA MI Neighborhood Grant Program – Tiff DeGroot

Tiff DeGroot with MSHDA MI Neighborhood Grant Program discussed available grants with MSHDA.

d. Marina Commission Resignation

A motion was made by Rebholz, second by Seid (CARRIED) to accept the Marina Commission resignation of Dennis O'Brien.

AYE: Rebholz, Seid, Sharkey, Perry, Wiesen, Hopper, Coey

NAY: None

ABSENT: None

e. Schedule Personnel Committee Meeting

The Council approved a meeting with the Personnel Committee set for March 3, 2025 at 11:00 am in Council Chambers.

ANNOUNCEMENTS – OTHER COUNCIL BUSINESS

Those in attendance indicated the Yooper and the Beast was a great show.

It was moved by Hopper, second by Rebholz to adjourn at 5:44 p.m.

Meeting Minutes taken by Clerk Jeff Sullivan

Jeff Sullivan, Clerk

Approved

MERS UPDATE

To: Village Council

From: William DuPont, Village Manager

Date: March 10, 2025

Subject: Hospital MERS Update

We paid MERS \$50,251 on February 27th. This payment was due on March 20th. We are current with our MERS payments and our next payment will be due on April 20th. We will be making this payment later this month.

At this time, the Michigan Enhancement Grant that the Village received will cover the next 13 monthly payments. We expect to close out this grant in March of 2026.

Thank you for your time.

**VILLAGE OF ONTONAGON RECREATION FACILITY
LEASE AGREEMENT
2025-2026**

THIS CONTRACT is made this **XX** day of **XXX, XXXX** by and between the **VILLAGE OF ONTONAGON** (hereinafter referred to as The Village), a Michigan Political Body, whose address is 315 Quartz St., Ontonagon, MI 49953, acting by and through its duly elected Village Council (hereinafter referred to as Council), and the **ONTONAGON AMATEUR HOCKEY ASSOCIATION, INC.**, a Michigan non-profit corporation, the principal address of which is P.O. Box 3, Ontonagon, MI 49953 acting by and through its duly elected Board of Directors (hereinafter referred to as OAHA), agree to the following seasonal rental agreement.

The effective date of this contract shall be **XXXXXX**. Whereby, the parties agree to the following terms and conditions.

1. A seasonal lease starting on October 1st and ending on March 31st shall be negotiated each year between The Village and OAHA. This lease automatically renews, as of September 1st of each year, unless either a new contract is entered into by the parties, or one of the parties delivers written notice that they will not be renewing.
2. OAHA is granted use of the Recreation Center building during the seasonal lease. This includes scheduling, vending, concessions and the use and maintenance of the ice.
3. Revenue generated for skate rentals and open skate fees for the public to be set and published no later than September 1st each year by OAHA. These monies will belong to OAHA. Prior to May 1st of each year, OAHA will provide a report of all funds generated to the Village.
4. OAHA will be responsible for all utilities and other services used. OAHA will maintain a liability policy of no less than 1 million dollars.
5. OAHA is responsible for all supplies and materials needed for their operation.
6. OAHA will be responsible for all utilities and garbage collection. In the spirit of cooperation and partnership, the Village shall provide a monthly subsidy not to exceed \$2,000.00, the sum total not to exceed \$12,000.00 for the lease period.
7. Meter readings will take place on the 1st and last day of the lease. All utility payments will be invoiced monthly and are payable within 30 days.
8. OAHA is responsible for all costs associated with set-up and take-down, of the rink boards and coil systems. These items and the Zamboni are property of OAHA and are not the responsibility of The Village. Storage space may be provided in the off season for these items.
9. Take-down of the rink must happen within 1 week of the ice thawing in the spring to allow for other events.
10. The Village will plow snow in the parking lot during the winter months on Monday thru Friday during regular working hours. Priority is given to village streets. OAHA will keep the parking lot clear of snow during all off-hours and weekends.
11. The Village, at its own discretion, will be responsible for building maintenance.

12. OAHA shall make no permanent modifications to the building or grounds without written approval consent of The Village. OAHA will be responsible for small/minor repairs to the rink structure if damaged during normal use.
13. OAHA will determine if ice conditions, or weather conditions preclude skating at any time during the season and will provide appropriate public notices of facility closing.
14. OAHA will be responsible for properly staffed open skating for a minimum of two nights each weeknight (Monday – Thursday) with hours of 5pm-7pm and a minimum of two nights each weekend (Friday-Sunday) with hours of 7-9pm.
15. Ice is not to be made until the average temperature is below 32° for at least 1 week.

Ontonagon Village Manager- Date

OAHA Representative- Date

**VILLAGE OF ONTONAGON
RESOLUTION NO. 2025 – 01
A RESOLUTION TO DISBAND GREENLAND ROAD SCHOOL COMMISSION**

At a meeting of the Village Council of the Village of Ontonagon, held on the 10th day of March 10, 2025, in the offices at 315 Quartz Street, Ontonagon, Michigan, the following resolution was offered by Trustee _____ and supported by Trustee _____.

RECITALS

WHEREAS, the Greenland Road School Commission was established to oversee matters related to the Greenland Road School; and

WHEREAS, the Commission has fulfilled its intended purpose, and its responsibilities are no longer necessary for the governance or operation of the school or related affairs; and

WHEREAS, the Ontonagon Village Council finds that the continued existence of the Commission is no longer in the best interest of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED by the Ontonagon Village Council as follows:

1. The Greenland Road School Commission is hereby disbanded, and all authority, responsibilities, and functions previously held by the Commission shall cease immediately upon adoption of this resolution.
2. Any remaining duties, assets, or records of the Commission shall be transferred to the appropriate Village department or governing body as determined by the Village Council.
3. This resolution shall take effect immediately upon passage and approval.

THIS RESOLUTION is hereby approved by roll call vote:

Lyle Perry, Trustee	_____
Michael Rebholz, Trustee	_____
Debra Seid, Trustee	_____
Dorothy Sharkey, Trustee	_____
Matt Wiesen, Trustee	_____
Sarah Hopper, President Pro-Tem	_____
Pam Coey, President	_____

And, adopted by a 2/3rds vote of the Village Council of the Village of Ontonagon, this 10th day of March, 2025.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Ontonagon, County of Ontonagon, State of Michigan, at a regular meeting held on Monday, March 10, 2025, that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of Public Acts of Michigan 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Jeffrey Sullivan, Village Clerk

VILLAGE OF ONTONAGON ORDINANCE 2025 NO. 1

An Ordinance to Amend Chapter 4, Sections 4-29 and 4-30 of the Code of Ordinances for the Village of Ontonagon.

The Village of Ontonagon ordains, that Chapter 4 (Animals) be amended as follows:

Sec. 4-29. Prohibited animals. No farm animal, wild animal or non-domestic animal, such as, but not limited to, a horse, cow, swine, sheep, goat, goose or duck, shall be kept in any dwelling or on the same lot or premises of any dwelling or any vacant lot in the village.

ARTICLE III: CHICKENS

Sec. 4-30. Keeping of Female Chickens

It is lawful to keep Female Chickens ("chickens") in zones R1, R2, R3 and R4 under the following terms and conditions:

- (a) Any person who keeps chickens in the Village of Ontonagon shall obtain a permit from the Village prior to acquiring the chickens. Application must be made by property owner and shall be made to the Village Clerk and the fee from the permit shall be determined by Council resolution.
- (b) No more than six (6) chickens shall be allowed for each single-family dwelling with a property size of at least 0.5 acres. No chickens shall be allowed on lot sizes less than 0.5 acres.
- (c) Roosters (male chickens) are not allowed. Newly hatched roosters shall be removed within five (5) months of hatch (or within two (2) weeks of when they begin crowing).
- (d) No ducks, geese, turkeys, peafowl, or crowing hens may be kept. No other bird species shall be kept except as provided by Village Code and birds normally and generally considered household or indoor pets.
- (e) Owner must provide food and water on a daily basis.
- (f) Owner shall provide covered, ventilated and predator-resistant coop for chickens to roost with a minimum of two (2) square feet per chicken (288 square inches). Coop may be no larger than twenty-five (25) square feet.
- (g) Coop and other enclosures must be situated at least twenty-five (25) feet from any house used for human habitation, including neighbor's residential dwelling.
- (h) Coop must be on primary dwelling lot.
- (i) All enclosures shall be no closer than ten (10) feet to any lot line and twenty-five (25) feet from any dwelling on an adjacent lot.
- (j) Coops and runs shall be maintained in sanitary condition and cleaned as necessary to prevent offensive odor at property line of adjacent parcels. The owner should dispose of waste materials (feed, manure, and litter) in an

environmentally responsible manner. The materials can be composted or bagged and disposed of in the trash. Piling waste materials on the property is not acceptable.

- (k) Chickens must be kept under good animal husbandry practices including, but not limited to: mitigation of noise, smells, insects, rodents, dust or other nuisance type effects.
- (l) Chickens are allowed to free range on owner's property; however, chickens must be restricted from entering adjacent property.
- (m) Chicken fencing must be at least ten (10) feet from property line. Chicken fencing should be partly buried one (1) foot underground.
- (n) Chicken feed must be stored in rodent and predator resistant containers.
- (o) Feeders shall be suspended rather than placed on the ground to minimize attracting rodents.
- (p) Slaughtering of birds is permitted but must be conducted where it is not visible to the public and must be accomplished in a humane and sanitary fashion. All entrails and byproducts of the slaughtering process shall be discarded in accordance with Health Department regulations.
- (q) All places where any backyard chickens are kept are subject to inspection for cleanliness, health, and sanitation purposes by a Code enforcement official, animal control officer, or representative of the Village of Ontonagon, based on any complaint or observation that the requirements of this subsection are in violation.
- (r) Chickens may be kept in the backyard or side yard. Chickens shall not be kept in the front yard as defined in Section 15.27.
- (s) Chicken coops shall be considered accessory buildings and are subject to the accessory building requirements of the zone in which the property is located, if applicable. Must comply with Village zoning, if applicable.

EFFECTIVE DATE

This Amendatory Ordinance shall become effective 20 days (January 9, 2024) from the date of adoption and will be published in a newspaper of general circulation within the community.

Ayes:

Nays:

Absent:

ORDINANCE DECLARED ADOPTED.

Date: December 20, 2023

By: Pamela Coey, Village President

By: Jeffrey Sullivan, Village Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Ontonagon, County of Ontonagon, State of Michigan, at a special meeting held on **December 20, 2023**, that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I further certify that the foregoing Ordinance was published on **December 27, 2023** in the following newspaper: Ontonagon Herald.

Jeffrey Sullivan, Village Clerk

VILLAGE OF ONTONAGON ORDINANCE 2025 NO. 2

An Ordinance to Amend Chapter 2, Section 2-168 through Section 2-219 of the Code of Ordinances for the Village of Ontonagon.

The Village of Ontonagon ordains, that Chapter 2 (Administration) be amended as follows:

DIVISION 3. MARINA COMMISSION

Sec. 2-168. Members; terms; compensation.

(a) The village has created the village marina commission. The marina commission shall consist of five members, two of whom will serve a three-year term following their appointment by the village president with the approval of the village council at the first regular meeting of the village council in January of the initial even-numbered year, or until their successors are appointed and qualified, and two of whom will serve a three-year term following their appointment by the village president at the first regular meeting of the village council in January of the initial odd-numbered year, or until **their successors** are appointed and qualified. Two of the five members shall be chosen from among the electors of the village, the third member shall be appointed from among the electors of the county, and the fourth member shall be appointed from among the village trustees. The fifth member of the marina commission shall be the village manager.

(b) All members of the marina commission shall be required to subscribe to the oath of office, as required by law, before entering upon their duties. No member of the marina commission shall receive any salary or other compensation for **his** services but, upon approval of the village council, may be reimbursed for actual and necessary expenses incurred in performance of official duties.

(c) A vacancy on the recreation commission occurring other than through the expiration of a term shall be filled for the unexpired term by the village president, and subject to approval of the village council by majority vote.

Sec. 2-169. Officers; meetings.

The marina commission shall elect from among its members a chairman and a vice-chairman annually at its January meeting. The marina commission shall hold monthly meetings.

Sec. 2-170. Authority and duties.

The marina commission shall make, amend, revise and cause to be enforced written rules and regulations as shall be necessary for proper administration of the marina, and further shall provide and cause to be levied and collected adequate fees and rentals so that the marina is self-supporting. All such regulations shall be submitted

to the village council for its approval. Upon such approval, all such regulations may be enforced pursuant to this division. The marina commission shall also provide for and instruct the seasonal employees on necessary operation and maintenance of the marina and provide the village council with such plans for expansion or alteration as may be needed to meet the needs of the boating public. The marina commission shall recommend seasonal employees to the village council in February of each year.

Secs. 2-171—2-195. Reserved.

DIVISION 4. RECREATION COMMISSION

Sec. 2-196. Members; appointment; terms; compensation.

The village has created the village recreation commission. The recreation commission shall consist of five members. Members of the recreation commission shall be selected as follows:

- (d) *Ex officio members.* One member of the village board of trustees, who shall be selected by the village council and subject to approval of the village council by majority vote, shall be an ex officio member of the recreation commission whose term shall correspond to the member's term of office as a member of the village council. Ex officio members shall receive no additional compensation for service on the recreation commission. All ex officio members appointed under this subsection shall have full voting rights. The village council may remove the member selected by the village council for inefficiency, neglect of duty, or malfeasance in office.
- (e) *Appointed members.* One member shall be appointed by the village president, and subject to approval of the village council by majority vote, from among the officers of the local hockey association or the local figure skating club as users of the recreation facility with a vested interest in the continuation of the facility. The remaining three members shall be appointed by the village president from among the electors of the village and shall be subject to approval of the village council by majority vote. The term of each appointed member shall be three years following their first appointment at the first regular meeting of the village council in May, or until his or her successor takes office. No appointed member shall receive any salary or other compensation for his services, but, upon approval of the village council, may be reimbursed for actual and necessary expenses incurred in the performance of official duties. Any member selected by the village council may be removed by the village president for inefficiency, neglect of duty, or malfeasance in office.
- (f) *Vacancy in office.* A vacancy on the recreation commission occurring other than through the expiration of a term shall be filled for the unexpired term by the village president, and subject to approval of the village council by majority vote.

Sec. 2-197. Officers.

The recreation commission shall elect from among its members a chairman and a vice-chairman annually at its May meeting. The recreation commission shall hold monthly meetings.

Sec. 2-198. Authority and duties.

The recreation commission shall have primary responsibility for administration of the Ontonagon Recreation Building. The recreation commission shall make, amend, revise and cause to be enforced such written rules and regulations as shall be necessary for proper administration of the facility. The recreation commission shall further consider and recommend to the village council whether particular fees or rentals for various activities in the building, as well as commissions upon services rendered there, should be imposed. Upon village council approval of particular fees, rentals or commissions, the recreation commission shall cause the same to be levied and collected.

Secs. 2-199—2-219. Reserved.

EFFECTIVE DATE

This Amendatory Ordinance shall become effective 20 days (January 9, 2024) from the date of adoption and will be published in a newspaper of general circulation within the community.

Ayes:

Nays:

Absent:

ORDINANCE DECLARED ADOPTED.

Date: December 20, 2023

By: Pamela Coey, Village President

By: Jeffrey Sullivan, Village Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Ontonagon, County of Ontonagon, State of Michigan, at a special meeting held on December 20, 2023, that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I further certify that the foregoing Ordinance was published on December 27, 2023 in the following newspaper: Ontonagon Herald.

DRAFT



PROPOSAL AND CONTRACT AGREEMENT

This agreement between the VILLAGE OF ONTONAGON (OWNER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the 150,000, 250,000 and 650,000-gallon water storage tanks (PROJECT) at ONTONAGON, MI (LOCATION) is as follows:

The OWNER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
- B. OWNER agrees to pay CONSULTANT, for services rendered, the sum of Twenty Thousand Fifty Dollars (\$20,050) ***. Terms of Payment shall be detailed in Section II.
*** A \$1,000 discount, per tank (Total \$3,000), will be given if all tanks are inspected in 1 trip.
- C. Additional services performed by CONSULTANT requested by the OWNER which are not within the proposed scope of services as defined in Section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
- D. The OWNER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.

Shivraj Patil
Proposed by CONSULTANT

January 24, 2025
Date

Contract Approved by CONSULTANT

Date

Contract Approved by OWNER (Title)

Date

Cosignature (If Required) (Title)

Date

SECTION I

Maintenance Inspection – ROV Method

150,000-Gallon Tank

250,000-Gallon Tank

650,000-Gallon Tank

I. Scope of Services Performed by Owner

- A. Operate the system with the tank out of service, which includes the operation and monitoring of pressure relief valves if necessary.
- B. Perform bacteriological testing on the water supply upon completion of the inspection tank to service. Two consecutive samples are recommended at 24-hour intervals per AWWA C-652-86 chlorination method No. 2.
- C. For an inspection to be conducted with the tank in service, free chlorine residual readings must remain above .5 ppm before and after the inspection, per AWWA C-652. Inspection must be conducted when positive flow into the tank is maintained and rates into or out of the water storage facility are minimal.
- D. Provide access to the tank site and keys for any locks on the structure including pit if applicable.
- E. Maintain water level at or near overflow level.
- F. Provide assistant to provide information on past history, locate valves and electrical source.
- G. By signing this contract, it is understood that the Owner's personnel are covered by the Owner's insurance. The health and safety of the Owner's personnel shall not be covered under Consultant's general liability. The Owner's personnel are, therefore, advised against climbing the structure unless adequate liability insurance is in effect.

II. Scope of Services Performed by Consultant

- A. Perform underwater remote operated vehicle (ROV) inspection in accordance with EGLE Suggested Practices for Underwater Inspections (April 2003, Rev.)
- B. Disinfect equipment prior to entering potable water supply with no less than 200 mg/l free chlorine.
- C. Review the tank's interior coating for remaining intact and anticipated life. Review interior surfaces and appurtenances for possible structural damage from icing or corrosion. Damages shall be quantified by extrapolation of a measured area and, therefore, are estimates.
- D. Review the exterior coating and perform adhesion tests where coating adhesion is questionable.
- E. Review exterior appurtenances for damage due to corrosion or external loading.
- F. Review the exterior of the exposed foundations.
- G. Review safety requirements for ladders, cages, etc., interior and exterior.
- H. Review tank for potential contamination sources.
- I. The identification of existing coatings will be provided where accurate records of application have been maintained. In the event no records are available, coating identification shall be attempted by age, appearance, environmental service and by conventional industry applications of materials.
- J. Prepare a report documenting condition of structure and recommendations for repair. A schedule for repair shall be provided, including opinion of probable costs. Photographs or video will be provided showing evidence of the structure's condition.
- K. Prepare EGLE Rooftop Inspection Certification report documenting condition including photographs.

SECTION II

Maintenance Inspection – ROV Method

150,000-Gallon Tank

250,000-Gallon Tank

650,000-Gallon Tank

1. Fees for Article II, Items A – J, inspection and preparation of the report shall be lump sum in the amount of \$18,850. ***
*** A \$1,000 discount, per tank (Total \$3,000), will be given if all tanks are inspected in 1 trip.
2. The fee for Article II, Item K, EGLE report shall be lump sum in the amount of \$400 per tank (\$1,200 total).
3. Payment for services performed by the Consultant at the request of the Owner but not included in the original scope of work, Section I, shall be in accordance with time and material fees per Section III.
4. Invoicing shall be submitted upon completion of all work. Payment shall be made within 30 days' net. Account unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

SECTION III

Additional Service Fees

LABOR CLASS	Per Hour (\$)
Project Manager	150
Registered Professional Engineer	150
Project Engineer	120
Inspector AMPP Certified	90
Inspector AWS Certified	90
Inspector	85
Secretarial Services	70
Modeling or CAD	150
EXPENSES	Unit Cost (\$)
Mileage Commercial	1.20/mile
Mileage Truck	2.50/mile
Meals & Lodging	170/diem
Air Travel	Business class
Car Rental	Full size auto
LABORATORY TESTING	Unit Cost (\$)
Paint lead swab test	40
Paint sample (3 metals)	160
Background soil (Total lead)	60

NELSON TANK ENGINEERING AND CONSULTING, INC.

AGREEMENT

General Conditions (Owner Document)

I. BASIC PROVISIONS

- A) The parties agree to deliver all executed documents upon signing of the Services Agreement.
- B) The Owner agrees to furnish Consultant with sufficient copies of all documentation necessary to contract for the work to be completed according to the Services Agreement.
- C) All times provided for in the Services Agreement shall commence upon the dates specified therein. Consultant shall commence work upon execution of the Services Agreement.
- D) Consultant shall verify all physical data, measurements and other information prior to the commencement of work and report any ambiguities, errors, conflicts or discrepancies to Owner. Consultant shall not be liable to the Owner for failure to report any such ambiguities, discrepancies, errors or conflicts unless Consultant knew or should have reasonably known of the same.
- E) Upon request and within a reasonable time of the execution of the Services Agreement, Consultant agrees to provide Owner with Certificates of Insurance or any other evidence of insurance as may be required. At this time, a preliminary conference with Owner shall be held if either party has unclarified questions or ambiguities with regard to the discharge of the Services Agreement.
- F) The parties intend that the Services Agreement along with all collateral documents thereto including this Schedule of General Provisions shall constitute all of the contract documents between the parties for the services to be rendered. It is the intention of the parties to adopt all business practices, trade customs and technical definitions as used in the construction industry pertaining to facilities in the interpretation of the Agreement. All ambiguities raised by either party to the Agreement shall be subject to interpretation in writing agreed to by the parties or as settled by mediation as provided herein.
- G) The Agreement and all collateral documents may be amended, supplemented, revised or deleted only by written document entered into by the parties which will include change orders as provided herein.

II. MATTERS PERTAINING TO THE AVAILABILITY OF OWNER'S FACILITIES

- A) The Owner shall furnish Consultant with unencumbered access to the facility as described in the Services Agreement along with all documentation deemed reasonably necessary by the Consultant as a condition precedent for the performance of Consultant's services.
- B) The Consultant may rely upon the technical information and physical data provided by the Owner with regard to the specifications, characteristics, dimensions and condition of the facility and other assets upon which the Consultant has been retained to work.
- C) Consultant may rely upon the technical information provided by the Owner in performing its services and shall not be responsible for errors based upon incomplete or erroneous data supplied by the Owner. If Consultant discovers any defects in the performance of services contracted for by the Services Agreement, Owner agrees to issue any necessary change orders providing for such additional work as necessary to correct the defect in question and to authorize payment for any and all additional services or material required by the Consultant to complete Consultant's services.
- D) Defects undiscovered by Consultant when estimating the work to be done under the Services Agreement, shall be called to the Owner's notice immediately upon discovery. Owner shall be responsible for the safety and protection of the Consultant with regard to any such unsafe conditions that exist with regard to the facility.

III. INSURANCE

- A) Consultant shall purchase and maintain such liability and other insurance as is appropriate for the services being rendered and furnished and will provide protection from claims which may arise out of Consultant's performance and furnishing of services and Consultant's other obligations under the Services Agreement whether to be performed by Consultant, subcontractor, or supplier or by anyone directly or indirectly contracted for or employed by them.
- B) Owner shall purchase and maintain such property, liability and other insurance as appropriate for risks attendant to the property upon which Consultant shall perform services and Owner shall make available for Consultant's inspection Certificates evidencing such coverage extending to Consultant, subcontractors and suppliers and include coverage for the respective officers and employees of such parties.
- C) All insurance coverages required by these general conditions shall be for not less than limits of liability required by the Services Agreement or the laws and regulations of the State of Michigan or the federal government. All insurance contracts identified to this Agreement shall contain provisions or endorsements that coverage shall not be canceled, materially changed or renewal refused without at least thirty (30) days prior written notice to the Owner and Consultant and to any other insured to whom a Certificate of Insurance has been issued.
- D) The Owner and Consultant intend that all policies purchased in accordance with this Article III will endeavor to protect the Owner, Consultant, subcontractors and suppliers and all other persons listed as additional insureds and will provide primary coverage for losses and damages. Any such policy purchased in accordance with this Agreement shall contain 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 of the insureds or additional insureds thereunder. Additionally, the Owner waives all rights against the Consultant, subcontractors, consultants and the officers, Directors, employees and agents of any of them for any loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to the Owner's property caused by or arising out of fire or other peril, whether or not insured by Owner, and loss or damage to the completed project or part thereof caused by or arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the project by Owner and any policy issued in accordance with the terms of this Agreement shall contain provisions to the effect that in the event of payment of any loss, damage or consequential loss, the insurers will have no rights of recovery against any contractor, subcontractor, consultant and the officers, Directors, employees or agents of any of them.

IV. CONSULTANT'S RESPONSIBILITIES

- A) Consultant shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession to perform in accordance with the Services Agreement. Consultant shall be solely responsible for the means, methods, techniques, materials used, and procedures applied in fulfilling its services and shall be solely responsible for the appointment of individuals responsible for the performance of the services contracted for by the Services Agreement.
- B) Unless specified elsewhere to the contrary, Consultant shall furnish, be compensated for, and assume all responsibility for all materials, equipment, labor, transportation, equipment and other facilities necessary for the furnishing, performing, testing and completion of the services contracted for by the Services Agreement.
- C) Consultant shall adhere to the time schedule for completion of the Services Agreement advising Owner of any alterations necessary in the performance of such schedule and procure the Owner's written agreement, which shall not be unreasonably withheld with regard to any such changes.
- D) If, during the course of providing services in accordance with this Services Agreement, Consultant determines that other or equal material or procedures will accomplish the work contracted for by this Agreement, Consultant shall notify the Owner or its appropriate representatives following established change order procedures, if appropriate, and such substitution shall be approved by the Owner's representative unless clear and convincing evidence is shown that the Consultant's basis for substitution is wrong. In such case, if the Consultant continues to adhere to its decision with regard to the above mentioned substitution and the Owner's representative refuses to approve a change order for the same, if necessary, Consultant may seek alternative dispute resolution of the issue as provided herein by mediation if the same will not substantially protract the time necessary for the completion of the rendition of services.

- E) If, in the performance of Consultant's services, other subcontractors or suppliers must be utilized, Consultant shall provide Owner with the identity of any proposed subcontractor or supplier. Consultant refuses to deal with any subcontractor or supplier against whom the Owner has made reasonable objection. If such subcontractor or supplier is rejected by the Owner and Consultant has made diligent inquiry as to an acceptable substitute but is unable to substitute for the objected subcontractor or supplier, Owner agrees to adjust the contract price as necessary for the hiring of replacement subcontractor or supplier.
- F) Owner with Consultant's assistance, shall obtain and pay for all permits and licenses, other governmental charges and inspection fees necessary for the completion of the services contracted for by this Services Agreement. This provision shall not be applied to relieve owner of its obligation for the payment of any costs the Owner has assumed by the Services Agreement.
- G) Consultant shall give notices and comply with laws and regulations concerning the performance of services contracted for by this Service Agreement. If Consultant knows the performance of services shall be in violation of law or regulation, the Consultant shall bear all claims, costs, losses and damages caused by Consultant's actions. Otherwise, Owner shall be responsible for any and all costs, claims, losses or other obligations arising from the inspection, ownership and maintenance of the facility.
- H) It shall be Consultant's responsibility to confine its activities to the premises on which the inspection services are rendered. After the rendition of services, Consultant agrees to remove all of its tools, appliances, equipment, machinery and surplus materials. The site shall be left clean and ready for use by the Owner after the completion of the rendition of services contracted for by the Services Agreement.
- I) Consultant agrees that if any dispute should arise under the terms of this Services Agreement which is submitted to mediation, Consultant shall carry on with the rendition of services and adhere to the time schedule established for the completion of performance of services during all disputes or disagreements with the Owner. No services shall be delayed or postponed pending resolution of any dispute or disagreement except as otherwise permitted in accordance with these general conditions or as agreed to in writing with the Owner.
- J) Consultant agrees to indemnify and hold harmless Owner and its officials, officers, Directors and employees to the fullest extent permitted by law from and against claims, costs, losses and damages (including reasonable legal fees and charges of other professional and all other dispute resolution costs) caused by or arising out of or resulting from the performance of the services rendered by Consultant incident to this Services Agreement provided that any such claim, cost, loss or damage is attributable to the negligent act, error or omission of the Consultant, subcontractor or supplier; provided, comparative negligence shall be taken into account in measuring Consultant's liability for damages hereunder.

V. OWNER'S RESPONSIBILITIES

- A) The Owner shall not supervise, direct or have control or authority over nor be responsible for Consultant's means, methods, techniques, or procedures of rendering services or for the safety precautions and programs incident thereto or for any failure of the Consultant to comply with laws and regulations applicable to the furnishing of performance of the services contracted for by this Services Agreement. Owner will not be responsible for Consultant's failure to perform or furnish the services in accordance with this Services Agreement. The Owner shall be responsible for providing a safe and hazard-free site upon which Consultant may perform its services.
- B) Owner represents that the authorized governing authorities of Owner have taken all steps necessary to approve the Services Agreement and to furnish Consultant with reasonable evidence of financial responsibility for the satisfaction of its payment obligation under the Services Agreement and that Consultant shall be paid in full for the rendition of services in accordance with the terms of the Services Agreement.
- C) Owner shall take no action to impede Consultant's rendition of services in accordance with this Services Agreement and has taken all steps necessary to coordinate the services and work performed on the site so as to not impair Consultant's ability to render services. To this end, Owner has designated its representative in dealing with Consultant who has full and complete authority to bind and represent the Owner with regard to any and all decisions necessary in the fulfillment of the Services Agreement. If no such representative has been designated, the designated representative of the Owner shall be any of its officers or its chief elected official.

VI. CHANGES IN WORK

- A) Within the parameters of services to be rendered by Consultant, Owner may, at any time or from time to time, order additions, deletions or revisions to the services to be rendered by Consultant; provided, Owner and Consultant have agreed to compensation for the same.
- B) Such additions, deletions or revisions will be authorized by written amendment or change order signed by the Owner's representative and acknowledged in writing by the Consultant. Upon receipt of any such acknowledged change order, Consultant shall promptly proceed with the services involved which will be performed under the applicable conditions of the contract documents except as amended.
- C) If the Owner and Consultant are unable to agree as to the extent, if any, of an adjustment in the contract price or an adjustment of the contract terms, allowed as a result of a change order or otherwise, Consultant agrees to continue and the Owner agrees to abide by the terms of the contract provided the parties mutually agree to submit the disagreement to mediation as provided for herein.

VII. PAYMENTS TO CONSULTANT AND COMPLETION

- A) Consultant shall be paid in accordance with the provisions of Section II of the Services Agreement provided that if there is a dispute as to the services rendered, Owner shall pay for all services rendered for which objection may not be reasonably made and provide Consultant with an accounting of those services performed for which objection is made and the basis therefore.
- B) Such dispute shall be submitted to mediation if the parties cannot otherwise agree to its disposition.
- C) Consultant acknowledges that title to all materials and equipment covered by any payment from Owner to Consultant whether incorporated in the services rendered or not will pass to the Owner no later than the time of payment as specified in Section II of the Services Agreement free and clear of all liens.

VIII. TERMINATION OR SUSPENSION OF SERVICES

- A) The Owner may suspend services by the Consultant at any time and without cause provided Consultant has been paid to date for services rendered under the Services Agreement. Any resumption of services authorized by the Owner shall only be in accordance with terms, conditions and contract price as agreeable by Consultant.
- B) Consultant may cease rendering services under this Services Agreement if, through no act or fault of the Consultant, the performance of services under the Agreement has been materially impaired in which case Consultant may refrain from rendering additional services until satisfactory payment for services rendered and to be rendered has been made by the Owner and the impairment has been corrected.
- C) If, prior to the rendition of services under the Services Agreement, conditions materially change through the application of force majeure, the Consultant's obligation for the performance of services by the Owner's obligation for the payment for same may be excused.

IX. DISPUTE RESOLUTION

- A) The Owner and Consultant agree that should any dispute arise between them with regard to any term and/or condition of the Services Agreement, the parties mutually consent to mediation.

X. MISCELLANEOUS

- A) The Services Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto; provided, that due to the personal services nature of the Agreement, it shall not be subject to assignment by the Consultant.
- B) Any notice required in accordance with the terms of this Agreement shall be effective and binding if made to the parties at their last business address known to the giver of the notice.
- C) The duties and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation.



Willie DuPont <wdupont@villageofontonagon.org>

Fw: 3 Tank Inspection Proposal

2 messages

ONTONAGON VILLAGE <ontowater@jamadots.com>
To: Willie DuPont <wdupont@villageofontonagon.org>

Wed, Jan 29, 2025 at 10:03 AM

Willie,

Here is a bid to inspect white pine tower, clearwell, and ontonagon tower. We are required by EGLE to do W.P. tower this year, (and every 3 years until it is fixed) the Ontonagon tower and plant clearwell were done in 2018. Do we want to do all 3, or maybe do 2 this year and then 2 in a couple years? The booster station tank in Ontonagon was done in 2022. I think the state likes to get them done on a 5 year schedule, but we have stretched that out in the past. Let me know what you think, or what council wants to do.

Thanks,

Jeremy

From: Deb Otberg (deb@nelsontank.com)
Date: 01/24/25 09:48
To: ontowater@jamadots.com
Subject: 3 Tank Inspection Proposal

Good Morning, Jeremy,

I have attached an ROV maintenance inspection proposal for 3 of your tanks. We included the EGLE Rooftop Component Inspection Form but if you don't need this can revise the proposal. As in the past, we will offer a discount (\$3,000 total or \$1,000 per tank) if the inspections are completed in one trip. The total on the front is the maximum fee if each is completed independently, and therefore, the top end of what this could cost. If you decide to move forward, we will schedule with ample time for the crew to knock these all out. Please review the proposal and feel free to contact me if you have any questions. Have a great weekend!

Respectfully,

Deb Otberg
Executive AssistantNelson Tank Engineering & Consulting, Inc.
16240 National Parkway
Lansing, MI 48906
517-321-1692

 **Ontonagon.3 tanks.MI.25.pdf**
344K

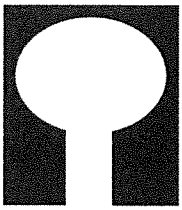
Willie DuPont <wdupont@villageofontonagon.org>
To: ONTONAGON VILLAGE <ontowater@jamadots.com>

Wed, Jan 29, 2025 at 11:20 AM

Hi Jeremy,

I'll let the Council decide on that. Next meeting is on Feb 10th. Thank you for the info!!

Willie
[Quoted text hidden]



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

4811 South 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

March 5, 2025

Mr. Jeremy Graff
Village of Ontonagon
315 Quartz Street
Ontonagon, MI 49953

Subject: Inspection Services Proposal for 150,000 Gallon Spheroid

Dear Mr. Graff:

Enclosed is a maintenance proposal for an ROV inspection of the 150,000 gallon spheroid. The Basis of Payment for an ROV inspection is Lump Sum for travel, inspection and report.

Our Proposal/Contract form consists of the Contract Provisions and Schedules A, B, and C. Schedule A includes a detailed Scope of Services for both the Owner and DIXON. Schedule B includes fees and terms of payment. Schedule C provides billing rates for additional services that may be provided during the inspection. The Proposal/Contract form becomes a Contract when the proposal is accepted and signed by the Owner, and then signed by DIXON.

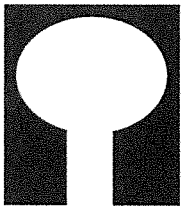
We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (414) 429-3430 or kayla.mulcahy@dixonengineering.net.

FOR DIXON ENGINEERING, INC.,

Kayla Mulcahy, Project Manager
NACE Certified #10049

Enclosure

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**



DIXON

ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 South 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

150,000 Gallon Spheroid, (Ontonagon), #22-66-01-02

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between Village of Ontonagon, Michigan ("Owner") and Engineer ("Dixon Engineering, Inc.").

1.01 SIGNATURES:

Kayla Mulcahy, Project Manager

March 5, 2025

PROPOSED by DIXON (not a contract until approved by Project Manager or Officer)

Proposal Date

CONTRACT Approved by Owner

Position

Date

CO SIGNATURE (If Required)

Date

CONTRACT APPROVED by DIXON PROJECT MANAGER

Date

Address for OWNER'S receipt of Notices

Address for DIXON'S receipt of Notices

4811 South 76th Street

Suite 109

Greenfield, WI 53220

1.02 CONTRACT/PROPOSAL:

- A. Signatures acknowledge that this Contract consists of 9 pages.
- B. Owner's Project, of which DIXON's services under this Agreement are a part, is generally identified as follows: 150,000 Gallon Spheroid ("Project").
- C. DIXON's services under this Agreement are generally identified as follows, and further definition of Services by both Owner and DIXON are included as Maintenance Inspection Services (ROV) per Schedule A

Owner and DIXON further agree as follows:

2.01 BASIC AGREEMENT:

- A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services. If authorized by Owner, or if required because of changes in the Project, DIXON shall furnish services in addition to those set forth above (“Additional Services”).
- B. DIXON shall complete its Services within a reasonable period of time.
- C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON’s Services is impaired, or DIXON’s Services are delayed or suspended, then the time for completion of DIXON’s Services, and the rates and amounts of DIXON’s compensation, shall be adjusted equitably.

3.01 PAYMENT PROCEDURES:

- A. Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.
- B. Payment: As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner 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.

3.02 BASIS OF PAYMENT:

- A. Owner shall pay DIXON for services as follows:
 - 1. Lump Sum amount of **Four Thousand, Six Hundred Dollars (\$4,600.00)**. See Schedule B for cost breakdown of services.

3.03 ADDITIONAL SERVICES: For Additional Services, Owner shall pay DIXON an amount equal to the cumulative hours charged in providing the Additional Services by each of DIXON’s employees, times standard hourly rates for each applicable billing classification; plus, reimbursement of expenses incurred in connection with providing the Additional Services and DIXON’s consultants’ charges, if any. DIXON's standard hourly rates and terms are attached as Schedule C.

4.01 ATTACHMENTS:

- 1. Schedule A – Scope of Work of both the Owner and DIXON.
- 2. Schedule B – Cost breakdown per phase of Work and Additional Terms of Payments.
- 3. Schedule C – DIXON Employee Billable Rates and Terms.

SCHEDULE A
Maintenance Inspection (ROV)
150,000 Gallon Spheroid, (Ontonagon), #22-66-01-02
Ontonagon, Michigan

A. Scope of Services Performed by Owner (ROV):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Perform chlorine residuals and bacteriological testing after completion of the inspection.
5. Fill the tank to the normal high water operating level and if possible, isolate it from the system while the ROV is in the tank. If it is not possible to isolate the tank, keep inlet or outlet flow rates to a minimum. This is necessary to minimize turbulence and increase the chance of clear video being recorded.

B. Scope of Services Performed by DIXON (ROV):

1. Inspect the tank's interior coating for remaining intactness and anticipated life. Submerged surfaces to be inspected by remotely operated vehicle (ROV). Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
2. Review all interior surfaces for corrosion and/or damage 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 inspection and repair.
3. Inspect the exterior coating for remaining intactness and anticipated life.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review the exterior of the exposed foundations.
6. Review all safety requirements for ladders, cages, etc.
7. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
8. 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, and digital photographs with descriptions, and an edited inspection video on flash drive.

SCHEDULE B
Maintenance Inspection (ROV)
150,000 Gallon Spheroid, (Ontonagon), #22-66-01-02
Ontonagon, Michigan

1. Payment for Items 1 through 8, travel time, and preparation of report as outlined in Schedule A – Scope of Services Performed by DIXON is a lump sum amount of **\$4,600.00**.
2. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

SCHEDULE C

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

Owner and DIXON further agree as follows:

5.01 TERMINATION:

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DIXON for its services is a substantial failure to perform and a basis for termination.
 - b. By DIXON:
 - 1) upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional: or
 - 2) upon seven days written notice if the DIXON's Services are delayed for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.01.I.
 - c. DIXON shall have no liability to Owner on account of a termination for cause by DIXON.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1.a if the party receiving such notice begins, within seven 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 of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon DIXON's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 5.01, DIXON will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services
- C. Effective Date of Termination: The terminating party under Paragraph 5.01.A.1 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. Costs associated with any further work that is needed to prevent adverse impact on the project are to be negotiated and considered Additional Services.

6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

- A. Owner and DIXON are hereby bound and the successors, executors, administrators, and legal representatives of Owner and DIXON (and to the extent permitted by Paragraph 6.01.B the assigns 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. Neither Owner nor DIXON may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. 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.

7.01 GENERAL CONSIDERATIONS:

- A. The standard of care for all professional related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DIXON. Subject to the foregoing standard of care, 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 the publishers of technical standards.
- B. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor.
- C. DIXON neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work without regard to DIXON's relation to that Work.
- D. DIXON's opinions (if any) of probable construction cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction 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. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. DIXON shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by DIXON or its consultants.
- F. All documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to

receipt by DIXON of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DIXON, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DIXON.
 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DIXON, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to DIXON or to its officers, directors, members, partners, agents, employees, and consultants.
 3. Owner shall indemnify and hold harmless DIXON and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DIXON; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and DIXON may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and DIXON (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that DIXON's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by DIXON, whichever is greater.
1. Limitation of Liability: DIXON and Owner agree that they shall each be responsible for their own negligence and that neither party shall, under any circumstances, be responsible for the negligent acts or omissions of the other party.
 2. Percentage Share of Negligence: To the fullest extent permitted by law, 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 and 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 Owner, and all other negligent entities and individuals.
- I. The parties acknowledge that DIXON's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DIXON or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DIXON may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
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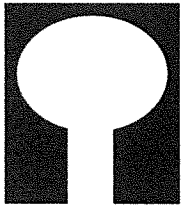
- J. Owner and DIXON agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If Owner/DIXON negotiations are unsuccessful in resolving the dispute, then the dispute shall be negotiated by a third party agreeable to both parties and the neutral negotiator's determination shall be legally binding on both parties.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and 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.

8.01 TOTAL AGREEMENT:

- A. This Agreement (including any expressly incorporated attachments), 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 duly executed written instrument.

9.01 DEFINITIONS:

- A. Constructor – Any person or entity (not including the DIXON, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. 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 (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

4811 South 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

March 5, 2025

Mr. Jeremy Graff
Village of Ontonagon
315 Quartz Street
Ontonagon, MI 49953

Subject: Inspection Services Proposal for 250,000 Gallon Double Ellipse

Dear Mr. Graff:

Enclosed is a maintenance proposal for an ROV inspection of the 250,000 gallon double ellipse. The Basis of Payment for an ROV inspection is Lump Sum for travel, inspection and report.

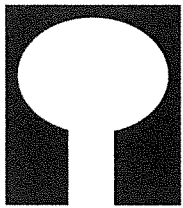
Our Proposal/Contract form consists of the Contract Provisions and Schedules A, B, and C. Schedule A includes a detailed Scope of Services for both the Owner and DIXON. Schedule B includes fees and terms of payment. Schedule C provides billing rates for additional services that may be provided during the inspection. The Proposal/Contract form becomes a Contract when the proposal is accepted and signed by the Owner, and then signed by DIXON.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (414) 429-3430 or kayla.mulcahy@dixonengineering.net.

FOR DIXON ENGINEERING, INC.,

Kayla Mulcahy, Project Manager
NACE Certified #10049

Enclosure



DIXON

ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 South 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

250,000 Gallon Double Ellipse, (White Pine), #22-66-01-03

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between Village of Ontonagon, Michigan ("Owner") and Engineer ("Dixon Engineering, Inc.").

1.01 SIGNATURES:

Kayla Mulcahy, Project Manager

March 5, 2025

PROPOSED by DIXON (not a contract until approved by Project Manager or Officer)

Proposal Date

CONTRACT Approved by Owner

Position

Date

CO SIGNATURE (If Required)

Date

CONTRACT APPROVED by DIXON PROJECT MANAGER

Date

Address for OWNER'S receipt of Notices

Address for DIXON'S receipt of Notices

4811 South 76th Street

Suite 109

Greenfield, WI 53220

1.02 CONTRACT/PROPOSAL:

- A. Signatures acknowledge that this Contract consists of 9 pages.
- B. Owner's Project, of which DIXON's services under this Agreement are a part, is generally identified as follows: **250,000 Gallon Double Ellipse** ("Project").
- C. DIXON's services under this Agreement are generally identified as follows, and further definition of Services by both Owner and DIXON are included as **Maintenance Inspection Services (ROV) per Schedule A**

Owner and DIXON further agree as follows:

2.01 BASIC AGREEMENT:

- A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services. If authorized by Owner, or if required because of changes in the Project, DIXON shall furnish services in addition to those set forth above (“Additional Services”).
- B. DIXON shall complete its Services within a reasonable period of time.
- C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON’s Services is impaired, or DIXON’s Services are delayed or suspended, then the time for completion of DIXON’s Services, and the rates and amounts of DIXON’s compensation, shall be adjusted equitably.

3.01 PAYMENT PROCEDURES:

- A. Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.
- B. Payment: As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner 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.

3.02 BASIS OF PAYMENT:

- A. Owner shall pay DIXON for services as follows:
 - 1. Lump Sum amount of **Four Thousand, Six Hundred, and Dollars (\$4,600.00)**. See Schedule B for cost breakdown of services.

3.03 ADDITIONAL SERVICES: For Additional Services, Owner shall pay DIXON an amount equal to the cumulative hours charged in providing the Additional Services by each of DIXON’s employees, times standard hourly rates for each applicable billing classification; plus, reimbursement of expenses incurred in connection with providing the Additional Services and DIXON’s consultants’ charges, if any. DIXON's standard hourly rates and terms are attached as Schedule C.

4.01 ATTACHMENTS:

- 1. Schedule A – Scope of Work of both the Owner and DIXON.
- 2. Schedule B – Cost breakdown per phase of Work and Additional Terms of Payments.
- 3. Schedule C – DIXON Employee Billable Rates and Terms.

SCHEDULE A
Maintenance Inspection (ROV)
250,000 Gallon Double Ellipse, (White Pine), #22-66-01-03
Ontonagon, Michigan

A. Scope of Services Performed by Owner (ROV):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Perform chlorine residuals and bacteriological testing after completion of the inspection.
5. Fill the tank to the normal high water operating level and if possible, isolate it from the system while the ROV is in the tank. If it is not possible to isolate the tank, keep inlet or outlet flow rates to a minimum. This is necessary to minimize turbulence and increase the chance of clear video being recorded.

B. Scope of Services Performed by DIXON (ROV):

1. Inspect the tank's interior coating for remaining intactness and anticipated life. Submerged surfaces to be inspected by remotely operated vehicle (ROV). Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
2. Review all interior surfaces for corrosion and/or damage 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 inspection and repair.
3. Inspect the exterior coating for remaining intactness and anticipated life.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review the exterior of the exposed foundations.
6. Review all safety requirements for ladders, cages, etc.
7. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
8. 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, and digital photographs with descriptions, and an edited inspection video on flash drive.

SCHEDULE B
Maintenance Inspection (ROV)
250,000 Gallon Double Ellipse, (White Pine), #22-66-01-03
Ontonagon, Michigan

1. Payment for Items 1 through 8, travel time, and preparation of report as outlined in Schedule A – Scope of Services Performed by DIXON is a lump sum amount of **\$4,600.00**.
2. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

SCHEDULE C

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

Owner and DIXON further agree as follows:

5.01 TERMINATION:

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DIXON for its services is a substantial failure to perform and a basis for termination.
 - b. By DIXON:
 - 1) upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional: or
 - 2) upon seven days written notice if the DIXON's Services are delayed for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.01.I.
 - c. DIXON shall have no liability to Owner on account of a termination for cause by DIXON.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1.a if the party receiving such notice begins, within seven 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 of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon DIXON's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 5.01, DIXON will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services
- C. Effective Date of Termination: The terminating party under Paragraph 5.01.A.1 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. Costs associated with any further work that is needed to prevent adverse impact on the project are to be negotiated and considered Additional Services.

6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

- A. Owner and DIXON are hereby bound and the successors, executors, administrators, and legal representatives of Owner and DIXON (and to the extent permitted by Paragraph 6.01.B the assigns 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. Neither Owner nor DIXON may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. 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.

7.01 GENERAL CONSIDERATIONS:

- A. The standard of care for all professional related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DIXON. Subject to the foregoing standard of care, 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 the publishers of technical standards.
- B. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor.
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1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DIXON, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DIXON.
 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DIXON, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to DIXON or to its officers, directors, members, partners, agents, employees, and consultants.
 3. Owner shall indemnify and hold harmless DIXON and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DIXON; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and DIXON may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
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then the dispute shall be negotiated by a third party agreeable to both parties and the neutral negotiator's determination shall be legally binding on both parties.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
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8.01 TOTAL AGREEMENT:

- A. This Agreement (including any expressly incorporated attachments), 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 duly executed written instrument.

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- B. 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 (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

MEMORANDUM OF UNDERSTANDING AMENDING JANUARY 1, 2023 THROUGH DECEMBER 31, 2025 AGREEMENT BETWEEN ONTONAGON VILLAGE AND ONTONAGON VILLAGE EMPLOYEES CHAPTER OF LOCAL 1923 MICHIGAN COUNCIL 25, AFSCME, AFL-CIO.

This Memorandum of Understanding is entered between the Village of Ontonagon (hereinafter referred to as the “EMPLOYER”) and Ontonagon Village Employees’ Chapter of Local #1923, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the “UNION”), for the purpose of amending the existing January 1, 2023 through December 31, 2025 Agreement (hereinafter referred to as the “AGREEMENT”) between the Employer and the Union.

WHEREAS, the Employer and the Union negotiated an Agreement, effective January 1, 2023 through December 31, 2025, which contained APPENDIX B CLASSIFICATIONS AND RATES

WHEREAS, the Employer and the Union have reached a tentative agreement, subject to ratification, regarding modifications of the Agreement.

NOW THEREFORE, the parties agree the Agreement shall be amended as follows:

With respect to APPENDIX B CLASSIFICATIONS AND RATES shall read:

**APPENDIX B
CLASSIFICATIONS AND RATES**

Effective:	January 1, 2023 (3%)	January 1, 2024 (3%)	January 1, 2025 (3%)
Public Works Crew Members	\$21.48	\$22.12	\$22.78
Water/Wastewater Plant Supervisor	\$23.31	\$24.01	\$24.73
Water/Wastewater Plant Operator	\$21.48	\$22.12	\$22.78
DPW Water/Wastewater Trainees*	\$17.29	\$17.81	\$18.34

Effective June 1, 2024, the Working Foreman Rate shall be \$2.25 in addition to the Public Works Crew Member Rate.

Effective June 1, 2024, the Operator in Charge (OIC) as designated on the EGLE Operator Designation Form for Community Water Supply shall be \$1.00 in addition to the Water/Wastewater Plant Operator Rate.

*Rate in effect for 60 working days when Inter-Department transfer employees do not meet the job qualifications (80% of base rate).

Employees’ actually operating snow plowing equipment shall be paid an additional \$.25 per hour to base rate of pay. This provision does not include hauling snow, cleaning hydrants of snow, or sanding and/or salting of streets.

License Wage Adjustments: Employees holding water/wastewater licenses shall receive the non-cumulative base wage adjustments:

Water Distribution:	S-4 = \$0.50	S-3 = \$1.00	
Water Treatment:	F-4 = \$0.50	F-3 = \$1.00	F-2 = \$1.50
Wastewater Treatment:	L-1 = \$0.50		

Employees holding licenses must provide proof of continuing license by December 31st of each year, or wage will be reduced to full base rate on January 1st of the ensuing year.

Rates for new employees:

80% of base for first one hundred eighty (180) days.

90% of base rate for next ninety (90) days.

100% of base after two hundred seventy (270) days.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and signed by their duly authorized representatives, as of this _____ day of _____, 2025

ONTONAGON VILLAGE EMPLOYEES CHAPTER OF LOCAL 1923 MICHIGAN
COUNCIL 25, AFSCME, AFL-CIO

BY: _____
Shawn Kitto – AFSCME Representative

BY: _____
Bargaining Team Member

BY: _____
Bargaining Team Member

VILLAGE OF ONTONAGON

BY: _____
President, Village of Ontonagon

BY: _____
Village Manager, Village of Ontonagon