THE CITY OF Eaton Rapids MICHIGAN

CITY OF EATON RAPIDS
WORK SESSION AGENDA

August 12, 2024
5:00 pm
200 S. Main Street

This meeting will be streamed live for viewing only at:
https://us06web.zoom.us/j/85394331944
Meeting ID: 853 9433 1944
Please note all public comments must be made in person.

Call to Order

Public Comments

Unfinished and Special Business

New Business

1. **EATRAN 2025 Regional Coordination Plan**
2. **2024 Property Tax Poverty Exemption Guidelines**
3. **Urban Air/Trademark License Agreement**
4. **C2AE Professional Engineering Agreement for TMF-Lead Service Line Grant**
5. **Mayor & Community Exchange**

Public Comments

Adjourn

THE CITY OF Eaton Rapids MICHIGAN

MEETING DATE: AUGUST 12, 2024 CITY MANAGER

To: Mayor and City Council ☒Work Session

From: Yvonne Ridge, City Manager ☐Regular Meeting

Submitted: August 6, 2024

Subject: Eaton County Public Transportation Authority (EATRAN) 2025 Regional Coordination Plan

SUMMARY

In October 2022, (EATRAN) and the Capital Area Transportation Authority (CATA) entered into an agreement to begin the coordination of public transportation services between Eaton and Ingham Counties.

The agreement is set to expire September 30, 2025.

The EATRAN Board has created a 2025 Regional Coordination Plan to recommend future funding for EATRAN.

- *In 2025, EATRAN will explore funding opportunities to ensure county-wide contributions to public transit, through a combination of millage and general fund assistance. The new revenue will generate an additional $659,000 to support the growing need for mass transportation.*
- *In Delta Township, a new transit millage of one (1) mill would be proposed for 2025, which would bring in $1,332,990 annually.*
- *The City of Grand Ledge may explore how the City or the Downtown Development Authority could assist in funding the Grand Ledge Connector service which would generate approximately $213,828 annually.*

Once funding is secured, Eaton County, Delta Township, and the City of Grand Ledge could enter into interlocal agreements with CATA to operate transit services in both counties.

If new funding is not secured, the current interlocal agreement between CATA and EATRAN will expire and CATA CEO would no longer perform the EATRAN Executive Director duties, necessitating the appointment of a new Executive Director for EATRAN

This a brief overview of the EATRAN 2025 Regional Coordination Plan. Please review the plan for detailed information.

STAFF RECOMMENDATION/MOTION

Discussion

LIST OF SUPPORTING DOCUMENTS

EATRAN 2025 Regional Coordination Plan

2025 Regional Coordination Plan

7/15/2024 – Version 5

Background

In October of 2022, the Eaton County Public Transportation Authority (EATRAN) and the Capital Area Transportation Authority (CATA) entered into an agreement to begin the coordination of public transportation services between Eaton and Ingham Counties.

To empower meaningful regional connectivity significant hurdles have to be addressed. First, as the county experiences unprecedented economic growth in the northeast, public transportation options have not grown at the same pace. The influx of new businesses, residential developments, and a rising population have led to an increased demand for efficient, reliable, and accessible public transportation services. The current transportation infrastructure is strained, impacting the community's ability to sustain its growth trajectory and meet the needs of its residents and workforce.

Second, the marked disparity in jurisdictional funding of public transportation services between the counties hinders EATRAN's ability to respond to the growing needs of the community. At present time, the local support of public transportation services in the two jurisdictions are as follows:

- Eaton County - 0.25 mills, generating $1,098,659 annually.
- Ingham County - 0.5988 mills, generating $4,609,732 annually.
- CATA - 3.007 mills, generating $19,000,000 annually.

These millages are set to expire in December of 2025 for CATA and in December of 2026 for both Eaton and Ingham Counties.

To jump start the drive to regional connectivity and bridge the needs gap, two Michigan Department of Transportation (MDOT) grants were secured to facilitate regionally focused pilot projects through the fall of 2025:

- Service Development New Technology (SDNT) Grant(s):
    - Regional Pilots for Cross Boundary Transit Services Project Grant – 2022: $737,000
    - Enhance Lansing Equity via Creative Transportation Solutions (ELECTS) Project Grant – 2024: $1,664,000

The awarded grants have funded innovative transit initiatives within Eaton County such as no reservation fixed-route services and the forthcoming Microtransit, on-demand service. These new services address key community needs but in order to continue to provide them, significant funding increases must be secured.

Progress

Since the inception of the coordination plan, significant strides have been made to improve EATRAN's efficiency and overall service quality. In October of 2022, EATRAN entered into a pivotal contract with the CATA CEO to perform the duties of the EATRAN Executive Director for a three-year period, concluding in September 2025.

Shortly after coming on board, EATRAN's new Executive Director worked to revise the current collective bargaining agreement (CBA), with EATRAN's Amalgamated Transit Union (ATU) leadership, to facilitate the full-time hire of new employees, increase wages, and extend the CBA's term.

Next, in December of 2023, EATRAN completed a comprehensive Community Transit Needs Assessment and public survey. This initiative was crucial in guiding the Authority's direction and prioritizing service investments based on community feedback.

Acting on the community-driven feedback, EATRAN and CATA staff worked in concert to address the needs gap within the County. First, the agencies worked together to extend CATA's Route 3 service, from Lansing Mall to Marketplace Boulevard, in Delta Township. This expansion included the strategic placement of new bus stops at key destinations within burgeoning Delta Township area.

Next, in January of 2024, EATRAN relaunched the Charlotte Connector service, timed to connect with CATA's newly extended Route 3 service along Marketplace Boulevard. At the same time, the Authority re-established Saturday service for both curb-to-curb services and the Charlotte Connector.

In May of 2024, EATRAN introduced the Grand Ledge Connector service to the region. The Grand Ledge Connector, also timed to connect with CATA's Route 3 and the Charlotte Connector services, introduced no reservation connectivity between Grand Ledge, Delta Township, and beyond.

These enhancements to service have been supported and complemented by the adoption of new information technology, allowing for the live tracking of Connector buses, via the "Transit" mobile application.

The continued efforts to improve interagency coordination and efficiency have also led to the establishment of key back-office partnerships between the Authorities. Notably, the extension of administrative support from CATA's Finance and Planning Departments, operational support from CATA's Safety and Training department, and recruiting, hiring, and retention support from CATA's Human Resources Department.

Next Steps

Looking ahead, new sustainable funding mechanisms for Eaton County and individual communities must be created. In 2025, EATRAN will explore funding opportunities to ensure that county-wide contributions to public transit, through a combination of millage and general fund assistance. The new revenue will generate an additional $659,000 to support the growing need for mass transportation.

In Delta Township, a new transit millage would be proposed in 2025, which would bring in $1,332,990 annually. In addition, the City of Grand Ledge may explore how the City or the Downtown Development Authority could assist in funding the Grand Ledge Connector service which would generate approximately $213,828 annually. Collectively, these initiatives would bring in $2,206,014.94 in new annual revenue for public transit.

Once funding is secured, Eaton County, Delta Township, and the City of Grand Ledge could enter into interlocal agreements with CATA to operate transit services in both counties. These new interlocal agreements would, among other efficiencies, eliminate the need for separate transit authority boards. As a part of any new interlocal agreement, under the provisions of CATA's Articles of Incorporation, EATRAN would be afforded appropriate voting representation on the CATA Board of Directors as an Independent Entity, alongside Ingham County and Michigan State University.

Implementation Scenarios

With New Funding Scenario – October 1, 2025:

A senior manager would be assigned to oversee the day-to-day operations at EATRAN, with all administration and operational functions directed by another regional agency, like CATA. By blending authorities, operational efficiencies would be realized, resulting in enhancements to public transportation, throughout Eaton County. While not fundamentally changing EATRAN's current service model, included within the enhanced service offerings would be additional services and service models to communities throughout the county.

The current ATU local would continue to represent EATRAN employees, with modifications to the current CBA, to include a survivability clause. This arrangement ensures that most driving functions remain with EATRAN drivers, who would retain their current seniority. EATRAN administrative staff, including dispatchers and schedulers, could be integrated into regional transit agency functions, allowing for uniform and joint dispatching operations. Existing curb-to-curb operations within Eaton County would continue in their current form.

Without New Funding Scenario – October 1, 2025:

If new funding is not secured, the current interlocal agreement between CATA and EATRAN will expire on September 30, 2025. The CATA CEO would no longer perform the EATRAN Executive Director duties, necessitating the appointment of a new Executive Director for EATRAN. The Route 3 extension from Lansing Mall to Marketplace in Delta Township would be reverted to pre-2023 routing, terminating at Lansing Mall. Both the Charlotte and Grand Ledge Connectors would be reduced or suspended, and Saturday service would be discontinued, reverting to a Monday-Friday schedule. EATRAN drivers may face reduced hours, and part-time reclassification. Depending on the Authority's economic forecast, temporary layoffs might be necessary. While the Authorities will maintain regional coordination efforts, including regional purchasing, safety, and training opportunities, these could be scaled back. However, cross-boundary coordination of curb-to-curb trips, especially for medical purposes, would continue.

THE CITY OF Eaton Rapids MICHIGAN

MEETING DATE: AUGUST 12, 2024 CITY MANAGER

To: Mayor and City Council ☒Work Session

From: Yvonne Ridge, City Manager ☒Regular Meeting

Submitted: August 6, 2024

Subject: Establish 2024 Property Tax Poverty Exemption Guidelines

SUMMARY

The State Tax Commission (STC) at their meeting on August 23, 2022, approved the Assessment Roll Audit as required by Public Act 660 of 2018 and the Assessment Roll Audit Schedule for 2023-2027. The City of Eaton Rapids was selected to be reviewed as part of the 2024 audit program which will be a review of the 2024 assessment roll.

Assessor Randy Jewell has been diligently collaborating with the State Tax Commission to provide the necessary documents for the audit. During the audit it was discovered the 2024 Property Tax Poverty Exemption Policy adopted by Council in December 2023 contains language no longer allowed per PA 253 of 2020.

A revised resolution is being submitted to Council for approval.

STAFF RECOMMENDATION/MOTION

Adopt Resolution 2024-27 to establish 2024 Property Tax Poverty Exemption Guidelines

LIST OF SUPPORTING DOCUMENTS

Resolution 2024-27

THE CITY OF Eaton Rapids MICHIGAN

MEETING DATE: AUGUST 12, 2024 CITY MANAGER

To: Mayor and City Council ☒Work Session

From: Yvonne Ridge, City Manager ☒Regular Meeting

Submitted: August 6, 2024

Subject: Urban Air Event

SUMMARY

Urban Air was an engaging event hosted by the City of Eaton Rapids, starting in 2012 and continuing under that name until 2016. From 2017 to 2019, it was rebranded as Eaton Rapids Air, maintaining its vibrant presence in the community. Unfortunately, the event scheduled for 2020 had to be canceled due to the COVID-19 pandemic. This pause left a gap in the city's annual festivities, which many residents have missed.

Recently, an exciting development has occurred. Kirk MacKellar approached the Mayor with a proposal to revive the Urban Air event in Eaton Rapids. The Mayor and I had a productive meeting with Kirk, and we share a mutual enthusiasm for the potential of bringing this beloved event back to our city. We believe that Urban Air can once again become a cornerstone of our community's cultural, drawing visitors to our great city.

However, to proceed with using the name "Urban Air," we must navigate the legalities associated with its trademark. The name is trademarked, and to use it, the City of Eaton Rapids will need to enter into a Trademark License Agreement with Urban Air and Wake Up Downtown, the entity that holds the trademark rights. This agreement will ensure that we can legally and effectively leverage the recognized and valued brand of Urban Air for our event. We are optimistic about reaching a favorable agreement and are excited about the potential renaissance of Urban Air in Eaton Rapids.

STAFF RECOMMENDATION/MOTION

If the City wishes to proceed with Urban Air, it is recommended to approve the Trademark License Agreement. This will enable Director Cagle to commence planning and organizing the event.

LIST OF SUPPORTING DOCUMENTS

Trademark License Agreement

2019 Eaton Rapids Air Schedule of Events

Resolution 2024-28 to Approve Trademark License Agreement with Urban Air and Wake Up Downtown

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (this "Agreement") is made and effective as of August 12, 2024 (the "Effective Date"), by and between Trikala, Inc. (d/b/a Urban Air), a Michigan corporation (the "Licensor"), and City of Eaton Rapids ("Licensee," each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Licensor is the owner of the trade names "URBAN AIR" (U.S. Trademark Serial No. 86783389) and "WAKE UP DOWNTOWN" (U.S. Trademark Serial No. 86881862) (collectively the "Licensed Marks");

WHEREAS, the Licensed Marks are used in conjunction with promoting tourism activities that include camping in urban or semi-urban areas, which is designed to bring tourism and income to those areas through an event called "Urban Air";

WHEREAS, Licensee is non-profit organization dedicated to promoting and encouraging tourism activities in the City of Eaton Rapids, that desires to promote and host an Urban Air event in Eaton Rapids, Michigan ("Event"); and

WHEREAS, Licensee desires to use the Licensed Marks in connection with promoting and advertising the Event, and Licensor is willing to permit Licensee to use the Licensed Marks, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1.
LICENSE GRANT

1.1. License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a personal, non-exclusive, royalty-free right and license to use the Licensed Marks solely and exclusively in conjunction with marketing and promoting of the Event in the City of Eaton Rapids, Michigan. During the term of this Agreement, Licensee shall use the Licensed Marks only to the extent permitted under this License, and except as provided above, neither Licensee nor any affiliate, owner, director, officer, employee, or agent thereof shall otherwise use the Licensed Marks or any derivative thereof without the prior express written consent of Licensor in its sole and absolute discretion. Neither Licensee nor any affiliate, owner, director, officer, employee, or agent thereof shall otherwise use the Licensed Marks or any derivative thereof outside of the Territory. All rights not expressly granted to Licensee hereunder shall remain the exclusive property of Licensor.

1.2 Licensor's Use. Nothing in this Agreement shall preclude Licensor or any of its successors or assigns from using or permitting other entities to use the Licensed Marks.

1.3 Consideration. In exchange for the right to use the Licensed Marks, Licensee shall pay to Licensor a payment of Two Thousand, Five Hundred & 00/100 Dollars ($2,500.00), payable at the time of executing this Agreement.

1.4 Printing Rights. Licensor retains exclusive rights to printing the Licensed Marks on merchandise for sale in conjunction with the Event.

ARTICLE 2.
OWNERSHIP

2.1 Ownership. Licensee acknowledges and agrees that Licensor is the owner of all right, title, and interest in and to the Licensed Marks, and all such right, title and interest shall remain with the Licensor. Licensee shall not contest, dispute, challenge, oppose or seek to cancel Licensor's right, title, and interest in and to the Licensed Marks. Licensee shall not prosecute any application for registration of the Licensed Marks, or seek to register the Licensed Marks as a domain name or part of any domain name.

2.2. Goodwill. Licensee acknowledges that Licensee shall not acquire any right, title, or interest in the Licensed Marks by virtue of this Agreement other than the license granted hereunder, and disclaims any such right, title, interest, or ownership. All goodwill and reputation generated by Licensee's use of the Licensed Marks shall inure to the exclusive benefit of Licensor. Licensee shall not by any act or omission use the Licensed Marks in any manner that disparages or reflects adversely on Licensor or its business or reputation. Licensee shall not take any action that would interfere with or prejudice Licensor's ownership or registration of the Licensed Marks, the validity of the Licensed Marks or the validity of the license granted by this Agreement.

ARTICLE 3.
COMPLIANCE

3.1. Quality Control. In order to preserve the inherent value of the Licensed Marks, Licensee agrees to use reasonable efforts to ensure that it maintains the quality and operation of the Event. Licensee further agrees to use the Licensed Mark in accordance with such quality standards as may be reasonably established by Licensor and communicated to the Licensee from time to time in writing, or as may be agreed to by Licensor and the Licensee from time to time in writing.

3.2. Compliance with Laws. Licensee agrees that the Event operated in connection with the Licensed Marks shall comply with all laws, rules, regulations and requirements of any governmental body as may be applicable to the operation, advertising and promotion of the Event and shall notify Licensor of any action that must be taken by Licensee to comply with such law, rules, regulations or requirements.

3.3. Notification of Infringement. Each Party shall immediately notify the other Party and provide to the other Party all relevant background facts upon becoming aware of (a) any registrations of, or applications for registration of, marks that do or may conflict with the Licensed Marks, and (b) any infringements, imitations, or illegal use or misuse of the Licensed Marks. Licensor shall have the exclusive right, but not the obligation, to prosecute, defend and/or settle in

its sole discretion, all actions, proceedings and claims involving any third-party infringement or third-party claim, and to take any other action that it deems necessary or proper for the protection and preservation of its rights in the Licensed Marks. Licensee shall cooperate with Licensor in the prosecution, defense, or settlement of such actions, proceedings, or claims.

ARTICLE 4.
REPRESENTATIONS AND WARRANTIES

4.1. Mutual Representations. Each party hereby represents and warrants to the other party as follows:

(a) Due Authorization. Such party is duly incorporated and in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by such party have been duly authorized by all necessary action on the part of such party.

(b) Due Execution. This Agreement has been duly executed and delivered by such party and, with due authorization, execution and delivery by the other party, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(c) No Conflict. Such party's execution, delivery and performance of this Agreement does not: (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of such party; (ii) conflict with or violate any law or governmental order applicable to such party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party.

ARTICLE 5.
TERM AND TERMINATION

5.1. Term. This Agreement shall expire on the earliest of: (a) December 31, 2025; (b) if the Licensee ceases to be the designated promoter of the Event; (c) termination by Licensor or Licensee, upon sixty (60) days' written notice to the other party; or (d) by Licensor at any time in the event Licensee assigns or attempts to assign or sublicense this Agreement or any of Licensee's rights or duties hereunder without the prior written consent of Licensor.

5.2. Termination and Assignment. Upon expiration or termination of this Agreement, all rights granted to Licensee under this Agreement with respect to the Licensed Marks shall cease, and Licensee shall immediately discontinue all use of the Licensed Marks. At Licensor's request made any time after termination or expiration of this Agreement, Licensee shall assign to Licensor any and all goodwill or rights that Licensee may have acquired, developed, or generated in the Licensed Marks.

5.3. Injunctive Relief. Licensee further agrees that Licensor shall be entitled to injunctive and equitable relief for any violations of this Agreement, and Licensee agrees to pay all costs and expenses, including reasonable attorney fees, incurred by Licensor in enforcing the provisions of this Agreement. The Parties acknowledge and agree that the provisions in this Article shall survive termination of this Agreement.

ARTICLE 6.
MISCELLANEOUS

6.1. Assignment. Licensee will not sublicense, assign, pledge, grant or otherwise encumber or transfer to any third-party all or any part of its rights or duties under this Agreement, in whole or in part, without the prior written consent from Licensor, which consent Licensor may grant or withhold in its sole and absolute discretion. Any purported transfer without such consent shall be void *ab initio*.

6.2. Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor (and its successors, assigns, agents, employees, and representatives) from and against all claims, actions, liabilities, and damages, including costs and attorney fees, that may be suffered by or recoverable from Licensor resulting from or arising out of any breach by Licensee of any of its obligations under this Agreement or any claim by any party related to Licensee's use of the Licensed Marks.

6.3. Relationship. The Parties agree that they are complete separate entities and are not partners, joint ventures, or agents of the other in any sense whatsoever. As such, this Agreement shall not be construed to create a partnership, joint venture, agency, or any relationship other than a licensor-licensee relationship between the Parties. Neither party shall have, or shall represent that it has, any power, right or authority to bind the other Party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other Party.

6.4. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses:

If to Licensor:	If to Licensee:
Trikala, Inc. (d/b/a Urban Air) Attn: Kirk MacKellar 11546 Ransom Highway Dimondale, MI 48821	City of Eaton Rapids Attn: Yvonne Ridge 200 S Main St Eaton Rapids, MI 48827

6.5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts having jurisdiction in the County of Eaton, State of Michigan, and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

6.6. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by each party hereto.

6.7. No Waiver. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all parties hereto.

6.8. Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any law or public policy, the offending provision shall be stricken and all other terms and provisions of this Agreement shall nevertheless remain in full force and effect.

6.9. Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

6.10 Recitals. The Recitals at the beginning of this Agreement are incorporated by reference.

6.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall be deemed one document. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to such subject matter.

6.13. Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each party has caused this Trademark License Agreement to be executed as of the Effective Date by its duly authorized officer.

LICENSOR

TRIKALA, INC. (d/b/a URBAN AIR)

By:_____

Kirk MacKellar

Its: President

LICENSEE

CITY OF EATON RAPIDS

By: _____

Pamela Colestock

Its: Mayor

By: _____

Robin Webb

Its: Clerk

Thursday, September 12th Events	Start time	End time	Sponsorship	Volunteers?	How many?	Location
Registration	8:00 AM	3:00 PM	Quality Dairy	Yes	1	Howe Memorial Fields
TNT Music DJ	9:00 AM	2:00 PM	No	No	0	Howe Memorial Fields
Camper Potluck Dinner	6:00 PM	9:00 PM	No	Yes	2	Big Tent, Parking Lot 5
Witchy Women Dancers	6:30 PM	7:00 PM	No	No	0	Big Tent, Parking Lot 5
Oyers Corners Performance	7:00 PM	9:00 PM	Oyers Corners	No	0	Big Tent, Parking Lot 5

Friday, September 13th Events	Start time	End time	Sponsorship	Volunteers?	How many?	
Explore Eaton Rapids	All	Day				
G.A.R. Museum	10:00 AM	5:00 PM	G.A.R. Museum	No	0	224 S. Main St. Eaton Rapids, MI
Still Water Paddle (Free for campers)	4:00 PM	6:00 PM	City of ER	No	3	114 Mill St. Outdoor Rec Center
Mayor's Community Potluck	6:00 PM	8:00 PM	City of ER Mayor & Family Fare	Yes	5	Big Tent, Parking Lot 5
Kona Ice	6:00 PM	9:00 PM	Kona Ice	No	0	Big Tent, Parking Lot 5
High School Choir Performance	6:30 PM	7:00 PM	ER Choir	No	0	Big Tent, Parking Lot 5
Twilight Memories Band	7:00 PM	9:00 PM	Twilight Memories Band	No	0	Big Tent, Parking Lot 5
Drive In	9:15 PM	11:15 PM	DDA	No	0	Howe Memorial Fields

Saturday, September 14th Events	Start time	End time	Sponsorship	Volunteers?	How many?	
Shuttle Bus Service						
CASA Super Hero 5K & Kids Run	7:00 AM	11:00 AM	CASA	No	0	Big Tent, Parking Lot 5
Congregational Church Breakfast	7:30 AM	10:30 AM	Congregational Church	No	0	300 S. Main St.
Kids Zone Bounce Houses and Fun	9:00 AM	4:00 PM	Independent Bank	Yes	12 to 18	Big Tent, Parking Lot 5
LAFCU Face Painting	9:30 AM	12:30 PM	LAFCU	No	0-Jan	Island
ERA Market Place	10:00 AM	4:00 PM	ERACC	Yes	6	Memorial Park, 316 S. Main St.
Book and Bake Sale	10:00 AM	1:00 PM	Friends of the ERADL	No	0	220 S. Main St.
Bicycle Swap Meet	10:00 AM	4:00 PM	No	No		5082 S. Clinton Trail
G.A.R. Museum	10:00 AM	5:00 PM	G.A.R. Museum	No	0	224 S. Main St.
Family Fun 1950's Style	12:00 PM	2:00 PM	Stimpson Hospital	Yes	2	Amphitheater, 315 W. Knight St.
Classic Car Show	12:00 PM	4:00 PM	No	Yes	3	FUMER 600 S. Main St.
Miller Farm	10:00 AM	5:00 PM	No	No	0	635 State St.
Food Drive collection	3:00 PM	4:00 PM		Yes	2	Main St.
Fazoli's Spaghetti Dinner	5:00 PM	7:00 PM	ER Senior Center	No	0	Big Tent, Parking Lot 5
Community S'Mores	7:00 PM	9:00 PM	Family Fare	Yes	2	Big Tent, Parking Lot 5
Elvis Impersonator	7:00 PM	8:00 PM	Roster Hill Country Shop	No	0	Big Tent, Parking Lot 5
Sea Cruisers Performance	8:00 PM	10:00 PM	No	No	0	Big Tent, Parking Lot 5

THE CITY OF Eaton Rapids MICHIGAN

MEETING DATE: AUGUST 12, 2024 CITY MANAGER

To: Mayor and City Council ☒Work Session

From: Yvonne Ridge, City Manager ☒Regular Meeting

Submitted: August 6, 2024

Subject: Professional Engineering Agreement/TMF-Lead Service Line Grant

SUMMARY

The city is embarking on an important project to investigate and identify the materials used in its existing water system's service lines, particularly those labeled as "unknown material" or constructed prior to 1989. This initiative aims to ensure safety and compliance with current standards. The method chosen for this investigation is called "potholing," which involves exposing buried service lines to determine their composition. This process will be executed using vactor trucks operated by experienced contractors, selected through a competitive bidding process. The materials identified through this process will be recorded in a database to be used to develop planning documents.

C2AE, will play a crucial role in this undertaking. Their field staff will collaborate closely with the city's team to verify the types of materials uncovered and to strategically determine the locations where potholing should occur. This project is funded by the TMF-Lead Service Line Grant, awarded to the city to address the critical issue of aging and potentially hazardous service lines. The grant supports comprehensive professional engineering services, ensuring that the project benefits from expert oversight and precise execution.

Director Pierce will be working hand-in-hand with C2AE to oversee the operations. The total cost for these essential professional engineering services is $279,500.

STAFF RECOMMENDATION/MOTION

Adopt Resolution 2024-29 to approve the Professional Engineering Agreement with C2AE Engineering.

LIST OF SUPPORTING DOCUMENTS

Professional Engineering Agreement – C2AE Engineering

Resolution 2024-29

106 W. Allegan St., Suite 500
Lansing, MI 48933
O: 517.371.1200
www.c2ae.com

July 8, 2024

Mr. Rob Pierce
Public Works / Utility Director
City of Eaton Rapids
200 South Main Street
Eaton Rapids, MI 48827

Re: Professional Engineering Agreement
TMF-Lead Service Line Grant

Dear Rob:

This is an updated proposal for engineering services for implementation of the TMF Grant Project. The original engineering proposal was included in the grant application and submitted in January 2024. However, the finalized grant agreement between the City and EGLE adjusted some of the grant eligible activities and as such the engineering fees were adjusted down accordingly.

We are pleased to offer our services with the implementation of your Michigan TMF-Lead Service Line (TMF-LSL) funded grant to investigate your public water system to identify existing lead services and prepare the necessary planning documents to capture funding. The following scope of services itemizes the components necessary under the grant program and related costs.

Statement of Understanding

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) recently announced over $50 million in TMF-LSL grant funding for municipalities to verify water service line materials where they are expected to be lead. Each community can request up to $600,000 in grant funding, without a local match, to perform outreach/education efforts, develop planning documentation, and perform service line investigations. Grant activities must be completed by September 15, 2026. The overall intent of the grant program is for communities to become better prepared to pursue Bipartisan Infrastructure Law (BIL) funding through EGLE for the replacement of lead service lines.

If lead services are found and your community desires to pursue BIL Lead Service Line Removal (BIL-LSLR) funding, the program is 51% loan and 49% principal forgiveness for overburdened communities. The FY 2024 BIL-LSLR program dollars available are over $109 million. Additional program dollars will be available in FY 2025 and FY 2026.

The City of Eaton Rapids is submitting an application to EGLE for the TMF-LSL grant. Upon an offer and the return of a grant agreement between EGLE and the City, if it so chooses to proceed and signs this engineering agreement, is authorizing C2AE to perform the necessary engineering and project management functions to meet the grant requirements.

Scope of Services

Project Plan Development

A Drinking Water State Revolving Fund (DWSRF) Project Plan will be developed to exclusively pursue a LSLR project targeting BIL funding. This DWSRF Project Plan will utilize the information collected from the LSL verification component to identify and define the scope of the project.

The required federal cross cutters and environmental study, as well as the environmental impact assessment and mitigation efforts, will be completed during this development phase. Additionally, an analysis of alternatives, present worth analysis, and selected alternatives will be performed.

A Capital Improvement Plan (CIP) and review of the current rate structure will also be completed to ensure the affordability of the community to complete the work. This will culminate in a recommended rate structure/methodology being developed for the community to assist them in funding the scope of work included in the DWSRF Project Plan.

Recognizing that DWSRF Project plans are viable for a 5-year period, future LSL replacement projects will be defined beyond the 1-year planning to position the community to pursue future funding to remain in compliance with the State and Federal requirements to replace all LSL by January 1, 2041 and maintain the required minimum 5% replacement per year.

The DWSRF Project Plan elements are as follows:

1. Submit ITA to EGLE.
2. Determination of Overburdened Community Status.
3. Prepare a New Project Plan for lead service line replacements. Include cost and affordability requirements.
4. Submit Draft Project Plan for EGLE review.
5. Attend and present Project Plan at Public Hearing.
6. Compile and submit final draft of Project Plan.

Lead Service Line Identification

A portion of the existing water system's "unknown material" service lines or service lines constructed prior to 1989 will be investigated using a method called "potholing" to access and identify the service materials. Field services to perform the vactor truck operation will be bid and contracted to companies that have experience in this area. Service materials will be recorded in a database to be used to develop planning documents. We will assist with field staff to verify material type and determine where potholing shall occur.

Our services shall include the following in developing and implementing your TMF-LSL grant:

1. *GIS Background Preparation and Labels*

C2AE will update a Water System and Service Line database to be used in collecting and analyzing data throughout the project and assist in preparing a bid package for the pothole investigations. We will build upon any available data and system resources.

2. *Piping Age Inventory*

Review existing record drawings, service lead cards, and other information to verify service line materials and age, which will be utilized to prepare a list of services to perform pothole investigation.

3. *Create Templates and Interface for Data Entry*

Develop templates to collect service line materials during potholing investigations and house/building internal inspections that will interface with the existing water system database. Field staff will have pull-down menus to select materials to maintain consistency in how the data is collected.

4. *Service Identification and GPS Location*

Utilizing hand-held GPS equipment, record locations of service line investigations and service components to be used to develop the DWSRF Project Plan elements.

5. *Bid Package and Field Oversight Services*

Prepare a bid package for Pothole Investigations to be sent to contractors that specialize in this type of work. Since the potholing work is a significant portion of the grant, we want to ensure that this work is being performed as cost-effectively as possible. C2AE will provide a field representative to accompany the contractor during potholing to observe and collect data on service materials as-needed. Furthermore, we will oversee that restoration work is completed.

6. *Internal Inspections*

In conjunction with City staff, we will provide staff to perform residential and business service line investigations to identify service line material at the water meter. We will take photographs and record information using the templates to interface with the database.

7. *Data Entry*

Complete data entry and review the output to identify lead services. Provide the City with summary reports of the investigations and review the elements that will be included in the DWSRF Project Plan.

Schedule

We make the assumption that the City is offered a grant agreement and signs it around April 1, 2024. Under this scenario the work would progress as follows:

January 31, 2024	TMF-LSL Application "due by" date
March 2024	EGLE Grant Award Notifications
April - July 2024	Review existing service lead information Create database templates for data collection Identify service leads to perform additional investigation Prepare bid packages for pothole investigation
August – October 2024	Perform Potholing Investigations Perform residential/business internal investigations
November 2024 – April 2025	Evaluate lead service line information collected during the grant Develop DWSRF Project Plan Submit the plan to EGLE
September 15, 2026	Completion of all grant-related work

Compensation

The following is our engineering costs to perform the scope of work on a Time and Materials basis, as outlined above.

Project Plan Development:	$ 65,000
Lead Service Line Identification:	$214,500
Total:	$279,500

If you concur with our proposal, please sign in the space provided and return a copy to our office.

A copy of our Standard Provisions is attached and made part of this agreement.

Sincerely,

C2AE

Erik Cronk, PLA, LEED AP
Project Manager

William J. Kimble, PE
Government Market Leader

Authorization to Proceed:

_____
City of Eaton Rapids, Michigan

_____
Date

C2AE Standard Owner-A/E Contract Provisions, 2024

The parties to this agreement, Capital Consultants, Inc., dba "C2AE" in Michigan and dba "Capital Consultants Architecture and Engineering" in New York, hereinafter called C2AE and "City of Eaton Rapids", in Michigan, hereinafter called OWNER, hereby agree to the following conditions:

A. Scope of Services: OWNER and C2AE have agreed to a written description of services C2AE will provide to OWNER for an established compensation, hereafter referred to as "Scope of Services". Additional Services may be agreed to in writing by OWNER and C2AE in addition to the Scope of Services. Services not set forth in written agreement are specifically excluded from the scope of C2AE 's services, including any "financial advising" services. C2AE assumes no responsibility to perform any services not specifically agreed to in writing.

B. Standard of Care: C2AE shall perform its services consistent with the professional skill, care, and timeliness ordinarily provided by professional engineers and architects practicing in circumstances of similar time and place. C2AE makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by C2AE. However, C2AE shall correct any technical accuracy deficiencies in C2AE's Instruments of Service without additional compensation.

C. Schedule: C2AE shall ordinarily perform its services within a reasonable time. Upon OWNER's request, C2AE shall prepare and submit for OWNER approval a detailed schedule for the performance of C2AE's services. This schedule shall include reasonable allowances for review and approval times required by OWNER, performance of services by OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by OWNER, or for delays or other causes beyond C2AE's reasonable control.

D. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to C2AE are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, C2AE may call for renegotiation of appropriate portions of this Agreement. C2AE shall notify OWNER of the changed conditions necessitating renegotiation, and both parties shall promptly and in good faith renegotiate this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

E. Payment Terms: Invoices prepared to C2AE's standard format will typically be submitted by C2AE monthly, are due upon receipt, and shall be considered past due if not paid within thirty (30) calendar days of the due date. If work is abandoned or suspended, C2AE shall be paid in full for services performed prior to receipt of written notice from OWNER of abandonment or suspension. If OWNER fails to make payments when due, C2AE may charge interest at one-and-one-half (1.5) percent or the maximum rate allowable by law, whichever is less, per month on the past due amount, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. In addition, if OWNER fails to make payments when due or otherwise is in breach of this Agreement, C2AE may suspend performance of services when any invoice for services remains unpaid 60 days after the date of the invoice and upon five (5) calendar days' notice to OWNER. C2AE shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER. Upon payment in full by OWNER, C2AE shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for C2AE to resume performance.

F. Disputed Invoices: OWNER shall not withhold amounts from C2AE's compensation to impose a penalty or liquidated damages on C2AE, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless C2AE agrees or has been found liable for the amounts in a binding dispute resolution proceeding. If OWNER objects to any portion of an invoice, OWNER shall so notify C2AE in writing within ten (10) calendar days of receipt of the invoice. OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation

between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

G. Regulatory Compliance: C2AE shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities, including the Americans with Disabilities Act (ADA) which provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. Design changes made necessary by newly enacted laws, codes and regulations after submission date shall entitle C2AE to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement. OWNER acknowledges that the requirements of laws, codes, and regulations, including the ADA, will be subject to various and possibly contradictory interpretations. C2AE, therefore, will use its reasonable professional efforts and judgment to interpret applicable requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. C2AE, however, cannot and does not warrant or guarantee that OWNER's project will comply with all interpretations of all the requirements of federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

H. Errors and Omissions and CONSULTANT's Limit of Liability: In recognition of the relative risks and benefits of the Project to both OWNER and C2AE, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants shall not exceed $10,000 or C2AE's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

I. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor C2AE nor their respective officers, directors, shareholders, employees, and sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and C2AE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

J. Dispute Resolution: OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration. If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties mutually agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law. The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known

of the existence of the claim, dispute, or other matter. If the demand for arbitration is not effectuated within one (1) year, the claim, dispute, or other matter shall be forever barred and not mandatory. The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

K. Mutual Indemnification: Neither OWNER nor C2AE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. C2AE agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by C2AE's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom C2AE is legally liable. Likewise, OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom OWNER is legally liable.

L. Use of Documents: All Documents (data, reports, drawings, specifications, models, and other deliverables, whether in printed or digital format) are Instruments of Service for which C2AE shall retain all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of C2AE. C2AE grants to OWNER a nonexclusive license to use C2AE's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that OWNER substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits OWNER to authorize the Contractor, Construction Manager, Subcontractors, and material or equipment suppliers, as well as OWNER's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project, 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 C2AE, 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 C2AE; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by C2AE, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to C2AE or to its officers, directors, employees, and sub-consultants; (3) OWNER shall indemnify and hold harmless C2AE and its officers, directors, employees, and sub-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 C2AE; and (4) such limited license to OWNER shall not create any rights in third parties. C2AE and OWNER warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

M. Construction Activities: Neither the professional activities of C2AE nor the presence of C2AE or its employees and sub-consultants at a project site shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. C2AE and its personnel have no authority to approve construction change orders or to issue stop work orders. C2AE and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. OWNER agrees that the Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in OWNER's contract with the Contractor. OWNER also agrees that OWNER and C2AE and its sub-consultants shall be included as indemnified parties by the Contractor in OWNER-Contractor agreement and shall be made additional insureds under the Contractor's policies of general liability insurance.

N. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that C2AE's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event C2AE or any other party encounters any hazardous or toxic materials, or should it become known to C2AE that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of C2AE's services, C2AE may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of C2AE.

O. Opinions of Probable Construction Cost: When in the Scope of Services C2AE provides opinions of probable construction cost, OWNER understands that C2AE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that C2AE's opinions of probable construction costs are made on the basis of C2AE's professional judgment and experience. C2AE makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from C2AE's opinion of probable construction cost.

P. Distribution of Digital Documents: When in the Scope of Services C2AE provides digital information extracted from its Instruments of Service to OWNER or to others on behalf of OWNER, the recipient of the information will be required to agree to C2AE's Release of Electronic Documents Agreement, including compensation for C2AE to prepare the files. Under no circumstances shall delivery of electronic files by C2AE be deemed a sale, and C2AE makes no warranties, either express or implied, of merchantability and fitness of electronic files for any particular purpose. In no event shall C2AE be liable for any loss of profit or any consequential damages as a result of OWNER's or other's use or reuse of these electronic files.

Q. Record Documents: When identified in the Scope of Services and upon completion of the work C2AE shall compile for and deliver to OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which C2AE shall assume will be reliable, C2AE cannot and does not warrant their accuracy.

R. Design Without Construction Administration: When the Scope of Services does not include substantial involvement in project observation or review of the Contractor's performance or other construction phase services, OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and OWNER waives any claims against C2AE that may be in any way connected thereto. In addition, OWNER agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless C2AE, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of C2AE.

S. On-site Construction Observation: When the Scope of Services includes part-time or full-time on-site project representation in order to observe the progress and quality of the work completed by the Contractor such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow C2AE, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Such observation shall include keeping OWNER informed about the progress of the work and C2AE shall endeavor to guard OWNER against deficiencies in the work. In any case, C2AE shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Finally, C2AE shall not be responsible for any acts or omissions of the Contractor, sub-contractor, any entity performing any portions of the work, or any agents or employees of any of them and does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

THE CITY OF Eaton Rapids MICHIGAN

MEETING DATE: AUGUST 12, 2024 CITY MANAGER

To: Mayor and City Council ☒Work Session

From: Yvonne Ridge, City Manager ☐Regular Meeting

Submitted: August 6, 2024

Subject: Mayor and Community Exchange

SUMMARY

The Mayor and Community exchange with the City of Grosse Pointe is schedule for August 21, 2024 and will be here before we know it. To ensure we make a positive and memorable impression, here are some thoughtful gifts to consider:

- 150 Year Fire Department Mugs
- Goodies to fill the Mugs and Wrapping
- Fire Department or Police Department Challenge Coins
- Thank you Cards – Completed in Advance
- Banner in front of Pocket Park – (Welcome Mayor Tomkowiak and the Members of Grosse Pointe to the City of Eaton Rapids).
- Photographer – Breezy

A tentative agenda for is attached for consideration. This will be an exciting day to showcase our community and build our relationship with the City of Grosse Pointe. Let's make this exchange day a memorable event for everyone involved!

STAFF RECOMMENDATION/MOTION

Discussion

LIST OF SUPPORTING DOCUMENTS

Mayor & Community Exchange Agenda

Mayor Exchange with City of Gross Pointe-August 21, 2024

9:00am-9:30am- Welcome/Introductions/Overview of ER

9:30am-10:00am- South Industrial Park/VFW Home (drive)

10:00am-11:00am- DPW Facility Tour

11am-11:45am-Outdoor Recreation Center/Riverwalk/G.A.R. Island Park Tour (Walk)

11:45am-1:00pm- ER School Complex (drive)/Miller Farm/Lunch

1:00pm-2:00pm-Public Safety Building Tour/Howe Memorial Park (walk)

2:00pm-2:45pm-Downtown Tour (Pocket Park, G.A.R Museum, others?)

2:45-3:15pm-Wrap Up!