

TOWNLINE LAKE
LAKE IMPROVEMENT BOARD MEETING
May 16, 2024

A meeting of the Townline Lake, Lake Improvement Board was held at the Montcalm County Drain Commission, 211 W. Main Street, Stanton, Michigan on the 16th day of May 2024 at 3:00 PM.

The meeting was called to order by Marv at 3:03 p.m.

PRESENT: Marv Kladder – Chairperson/Abutting Property Owner’s Representative
Larry Higdon – Cato Township Representative
Nancy Snyder – Belvidere Township Representative
Todd Sattler – Secretary/ Drain Commissioner

ABSENT: Pat Carr – Board of Commissioner’s Representative

ALSO

PRESENT: Rick Buteyn – Progressive AE
Coby Nylan – Progressive AE
Anne Gaylord - MCDC

A motion was made by Nancy and seconded by Larry to approve the agenda. Motion carried.

A motion was made by Nancy and seconded by Larry to approve the minutes from October 10, 2023, as presented. Motion carried.

Election of Officers

A motion was made by Nancy and seconded by Larry to maintain the elected positions as previously elected. Motion carried.

Public Comment

No public comment given.

Treatment Update

Rick provided an update to the Board. He stated that the survey looks bad. The warm winter and lack of ice has caused a huge bloom. The first treatment of the season will spend the entire treatment budget for the season. Rick did note that using systemic herbicides will give a benefit to next year's growth. He is using the ProCellacore and Diquat mixture to treat the milfoil and he plans to work with MLS on the dose rates. He is looking to treat 100 acres and expects the treatment to cost around 65k. He added that at least 10k should be set aside for harvesting, but 15-20k would be best. The Board would like to treat the hundred acres but asked that he keep the cost under 60k. Rick will survey for the harvest on July 22, weather depending. The next regular survey is scheduled for June 17 to see if an algae treatment is necessary for the 4th of July.

Harvesting Contract

Rick presented a harvesting contract to the Board for 2024 – 2028. He advised that the acre price has increased from \$425 to \$437.75 to keep up with inflation. He also advised that they had had a reduced rate for “clean up” at \$300 per acre for the floating vegetation that is not part of the harvesting. Rick recommends continuing with PLM and signing the contract.

A motion was made by Larry and seconded by Nancy to approve the PLM contract for harvesting for 2024 – 2028. Motion carried.

Herbicide Contract

Rick advised that the Herbicide contract for MLS is up for renewal. He noted that Steve’s prices are still within market prices, including a 3% cost of living increase and a decrease in chemical prices. Rick will provide an updated contract for 2024-2028.

A motion was made by Nancy and seconded by Larry to approve the MLS contract with the 3% cost of living increase. Motion carried.

Progressive AE Contract

Rick presented an updated contract for Progressive AE for 2024 – 2028. Todd asked if water quality monitoring results are actually used for anything. Rick said it is not required by the state but does help to track anomalies.

A motion was made by Nancy and seconded by Larry to approve the Progressive AE contract as presented for 2028 – 2028. Motion carried.

Special Assessment Dispute

Todd advised that the special assessment was upheld by the court with the residents liable for their individual assessments. He advised that the day was simple, but the process was very drawn out. In reviewing the invoices, the Board was charged more than the resolved amount. Anne and Todd are to review the invoices from Fahey for accuracy.

Financial Update

Todd provided a financial update to the Board, including a current balance of \$128,313.14. He also added that the Special Assessment has been received from the Treasurer and has been added to the ledger.

Other Business

Marv said that the dirt in the ditch on the north side is up above the culvert. Todd advised him to call the road commission to clear it out. The next Board meeting will be held on July 22 at 3:00 pm. Nancy asked if a dredge discussion can be added to the next agenda for discussion. Todd provided a foreclosure notice from the Treasurer advising the Board that an adjacent property is in foreclosure and will be available at auction in August if they are interested. The Board is not interested in purchasing the property. Nancy advised that she is working with Belvidere Township to get the DNR to maintain the public boat launch.

There being no further business to come before the Lake Board, a motion was made by Todd and seconded by Nancy to adjourn the meeting at 4:02 p.m. Motion carried.



Todd Sattler, Secretary
Townline Lake, Lake Board

State of Michigan }
 } ss:
County of Montcalm }

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Townline Lake, Lake Improvement Board, Montcalm County, Michigan held on May 16, 2024, and that said minutes are on file in the office of the Montcalm County Drain Commissioner and are posted on the website at www.montcalm.us and are available to the public.

I further certify that notice of the meeting was posted at least 18 hours before the meeting at the office of the Montcalm County Drain Commissioner, which is the principal office of the Townline Lake, Lake Improvement Board.



Todd R. Sattler
Montcalm County Drain Commissioner

**TOWNLINE LAKE
LAKE IMPROVEMENT BOARD
MEETING**

**May 16, 2024
3:00 PM AM**

MONTCALM COUNTY

Drain Office
211 W. Main Street
Stanton, Michigan

Agenda

1. Call to Order
2. Approval of Agenda
3. Election of Officers
4. Approval of Minutes
 - October 10, 2023
5. Public Comment
6. Treatment Update
 - Harvesting Contract
 - Herbicide Contract
 - Progressive Contract
7. Special Assessment Dispute
8. Financial Update
9. Other Business
10. Adjourn

If you cannot attend, please call 989-831-7322 at least two days prior to the meeting.

Lake Board Members:

Marv Kladder, Chairman Abutting Property Owners Representative
Todd Sattler, Secretary/Treasurer, Montcalm County Drain Commissioner
Nancy Snyder, Belvidere Township Representative
Larry Higdon, Member, Cato Township Representative
Patrick Carr, Member, Montcalm County Board of Commissioners

Townline Lake Finance 2024 - 2028 (84015)

Thursday, May 16, 2024

Date	Vendor	Description	Check	Expenses	Revenue	Balance
10/1/2023		Beginning Balance				\$ 69,555.56
10/19/2023	Progressive Architects Engineers PL (385)	4th Quarter Lake Consultant Fee	177051	\$ 4,000.00		\$ 65,555.56
10/31/2023	Huntington Bank	Interest Income			\$ 211.66	\$ 65,767.22
11/9/2023	Fahey Schultz Burzych Rhodes PLC (16022)	Legal - Sheneman	177428	\$ 878.00		\$ 64,889.22
11/9/2023	Fahey Schultz Burzych Rhodes PLC (16022)	Legal - Wernette	177428	\$ 625.50		\$ 64,263.72
11/13/2023	Cato Township	2023 At Large			\$ 1,155.00	\$ 65,418.72
11/13/2023	Belvidere Township	2023 At Large			\$ 1,155.00	\$ 66,573.72
11/30/2023	Huntington Bank	Interest Income			\$ 198.21	\$ 66,771.93
12/5/2023	Montcalm County	2023 At Large			\$ 1,540.00	\$ 68,311.93
12/31/2023	Huntington Bank	Interest Income			\$ 210.45	\$ 68,522.38
1/18/2024	Progressive Architects Engineers PL (385)	1st Quarter Lake Consultant Fee	178927	\$ 4,125.00		\$ 64,397.38
1/31/2024	Huntington Bank	Interest Income			\$ 202.25	\$ 64,599.63
2/15/2024	Fahey Schultz Burzych Rhodes PLC (16022)	Legal - Wernette	179542	\$ 842.50		\$ 63,757.13
2/15/2024	Fahey Schultz Burzych Rhodes PLC (16022)	Legal - Sheneman	179542	\$ 1,106.00		\$ 62,651.13
2/29/2024	Huntington Bank	Interest Income			\$ 180.65	\$ 62,831.78
3/14/2024	Fahey Schultz Burzych Rhodes PLC (16022)	Legal - Sheneman	180200	\$ 1,000.00		\$ 61,831.78
3/14/2024	Fahey Schultz Burzych Rhodes PLC (16022)	Legal - Wernette	180200	\$ 1,000.00		\$ 60,831.78
3/31/2024	Huntington Bank	Interest Income			\$ 199.33	\$ 61,031.11
4/11/2024	Progressive Architects Engineers PL (385)	2nd Quarter Lake Consultant Fee	180780	\$ 4,125.00		\$ 56,906.11
4/11/2024	Michigan Lakefront Solutions LLC (26682)	2024 EGLE Permit Fee	180772	\$ 1,600.00		\$ 55,306.11
4/11/2024	Fahey Schultz Burzych Rhodes PLC (16022)	Legal - Wernette	180763	\$ 132.50		\$ 55,173.61
4/11/2024	Fahey Schultz Burzych Rhodes PLC (16022)	Legal - Sheneman	180763	\$ 185.50		\$ 54,988.11
4/30/2024	Huntington Bank	Interest Income			\$ 175.03	\$ 55,163.14
5/13/2024	Montcalm County	2023 Collected Settlement			\$ 60,429.10	\$ 115,592.24
5/13/2024	Montcalm County	2023 Delinquent Settlement			\$ 12,720.90	\$ 128,313.14
		Remaing Balance				\$ 128,313.14

Townline Lake Dredge (84015-2)

Thursday, May 2, 2024

Date	Vendor	Description	Check Numbers	Expenses	Revenue	Balance
10/1/2015		Beginning Balance				\$ 21,521.92
8/16/2018	Outman Excavating	Channel Cleanout	139833	\$ 1,200.00		\$ 20,321.92
9/30/2020	TCF Bank	Interest Revenue			\$ 0.87	\$ 20,322.79
12/3/2020	Comdata	Acct # XG708 EGLE Permit Fee	156582	\$ 102.00		\$ 20,220.79
4/6/2021	CSI Geoturf	Turbidity Curtain	158562	\$ 1,184.66		\$ 19,036.13
7/6/2021	DeWitt Lumber	June 2021 Channel Dredge	160303	\$ 100.25		\$ 18,935.88
7/6/2021	Alex B Moore	June 2021 Channel Dredge	160292	\$ 6,250.00		\$ 12,685.88
7/29/2021	Josh Melvin	June 2021 Channel Dredge	160787	\$ 6,250.00		\$ 6,435.88
7/29/2021	MCDC	June 2021 Channel Dredge Labor & Materials	160796	\$ 576.79		\$ 5,859.09
7/29/2021	MCDC	June 2021 Channel Dredge Labor & Materials	160796	\$ 627.61		\$ 5,231.48
7/29/2021	MCDC	June 2021 Channel Dredge Labor & Materials	160796	\$ 89.74		\$ 5,141.74
	'804 Payback	Drain Maintenance		\$ 1,294.14		\$ 3,847.60
1/31/2023	Huntington Bank	Interest Revenue			\$ 11.57	\$ 3,859.17
2/28/2023	Huntington Bank	Interest Revenue			\$ 19.43	\$ 3,878.60
3/31/2023	Huntington Bank	Interest Revenue			\$ 16.55	\$ 3,895.15
4/30/2023	Huntington Bank	Interest Revenue			\$ 16.35	\$ 3,911.50
5/31/2023	Huntington Bank	Interest Revenue			\$ 15.23	\$ 3,926.73
6/30/2023	Huntington Bank	Interest Revenue			\$ 16.88	\$ 3,943.61
7/31/2023	Huntington Bank	Interest Revenue			\$ 17.22	\$ 3,960.83
8/31/2023	Huntington Bank	Interest Revenue			\$ 17.35	\$ 3,978.18
9/30/2023	Huntington Bank	Interest Revenue			\$ 16.48	\$ 3,994.66
10/31/2023	Huntington Bank	Interest Revenue			\$ 17.08	\$ 4,011.74
11/30/2023	Huntington Bank	Interest Revenue			\$ 16.36	\$ 4,028.10
12/31/2024	Huntington Bank	Interest Revenue			\$ 16.98	\$ 4,045.08
1/31/2024	Huntington Bank	Interest Revenue			\$ 17.41	\$ 4,062.49
2/29/2024	Huntington Bank	Interest Revenue			\$ 16.05	\$ 4,078.54
3/31/2024	Huntington Bank	Interest Revenue			\$ 18.32	\$ 4,096.86
4/30/2024	Huntington Bank	Interest Revenue			\$ 17.93	\$ 4,114.79
		Remaining Balance				\$ 4,114.79

TOWNLINE LAKE
LAKE IMPROVEMENT BOARD MEETING
May 16, 2024

3:00 PM

Drain Commissioner's Office

ATTENDANCE RECORD

1. Nancy Snyder
2. Larry Bigelow
3. Tony Hayes - Progressive
4. Coby Nykn - Progressive
5. Todd Sather MEDP
6. Mark Klaeser
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____

JOANNE VUKIN
MONTCALM COUNTY TREASURER

211 W. Main Street P. O. Box 368
Stanton, Michigan 48888-0368
Phone: 989-831-7334 or 616-225-7334
Fax: 989-831-7430 or 616-225-7430
e-mail: jvukin@montcalm.us

May 10, 2024

Dear Montcalm County property owner;

Your property adjoins a parcel that has been foreclosed this year for non-payment of property taxes. We have included an aerial photo showing the parcel and adjoining parcels. This notice is to any of the adjacent property owners in case you may be interested in purchasing these parcels at the Minimum Bid Public Auction. The bidding will start at the amount that is owed in back taxes, interest & fees; and will sell to the highest bidder.

The auction will be held only online on August 2, 2024. Title-Check will be handling the auction again this year. You can contact them either online thru their website or call 888-259-7470. You will need to register for the sale if you are interested in bidding on any of the parcels. Title-Check has all the information on their website (<https://www.tax-sale.info>) which includes how the sale is conducted.

We will also have a book in my office soon, that includes pictures and maps of the parcels available. Please feel free to come in Monday-Friday 8am to 4pm to look at that book. Call first to make sure we are ready.

If you currently have any delinquent property taxes, you will not be able to bid on any properties unless those taxes are paid prior to the auction.

Please feel free to contact my office if you have any questions.

Sincerely,



JoAnne Vukin
Montcalm County Treasurer

GIS Map

4/25/2024, 2:46:34 PM

□ Municipal Boundaries □ County Boundaries

Road Centerlines
— County Road
□ Tax Parcels
□ Subs and Condos

0 0.01 0.01 1:1,128 0.02 mi

1

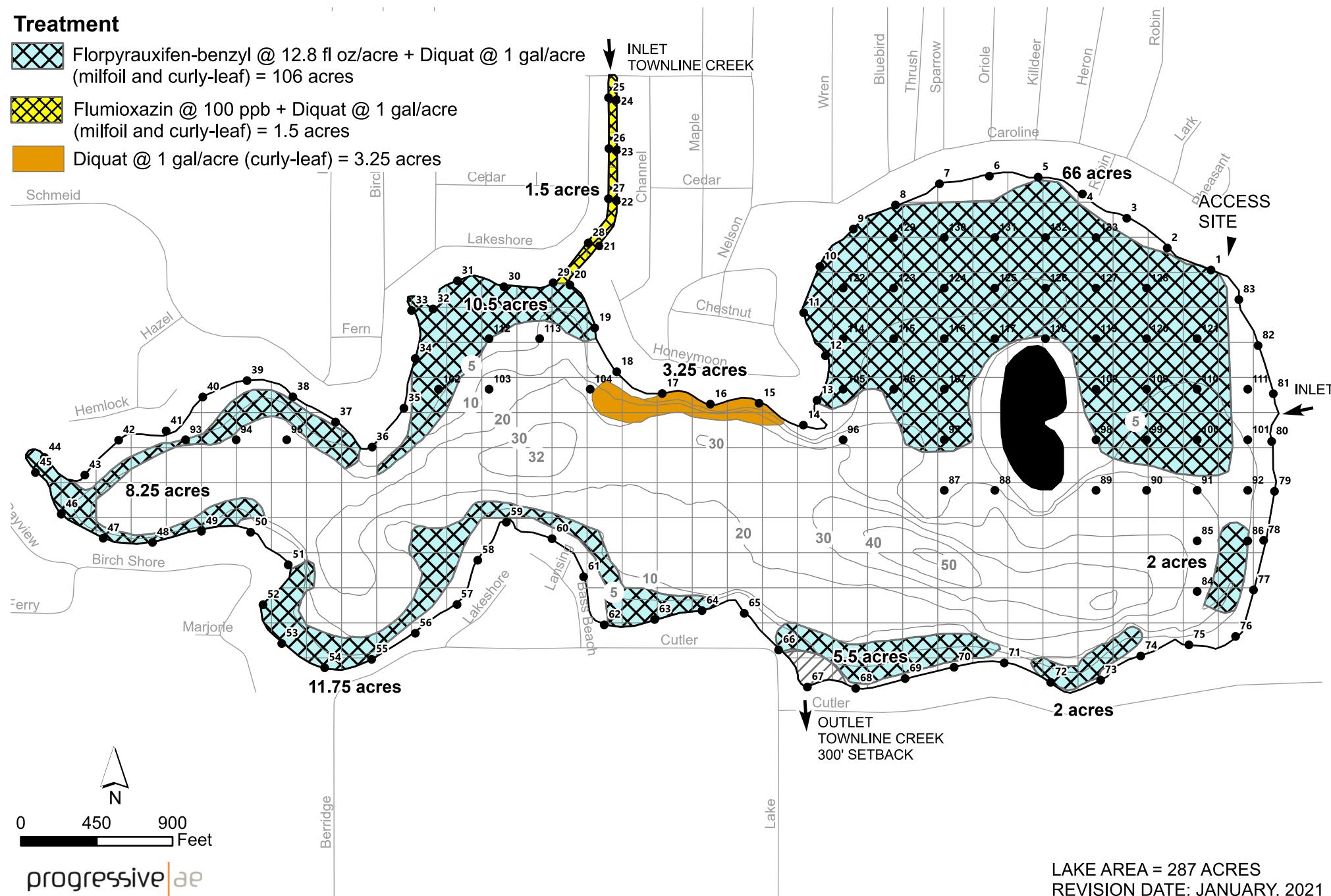
This man is for visual purposes only. Montreal County's administrative authorities or contractors are not responsible for any statement made based upon the information in this man.

**TOWNLINE LAKE
MONTCALM COUNTY, MICHIGAN
TREATMENT MAP
SURVEY DATE: MAY 16, 2024**

= 1 ACRE

Treatment

-  Florpyrauxifen-benzyl @ 12.8 fl oz/acre + Diquat @ 1 gal/acre (milfoil and curly-leaf) = 106 acres
-  Flumioxazin @ 100 ppb + Diquat @ 1 gal/acre (milfoil and curly-leaf) = 1.5 acres
-  Diquat @ 1 gal/acre (curly-leaf) = 3.25 acres



LAKE AREA = 287 ACRES
REVISION DATE: JANUARY, 2021

Contract Documents for Aquatic Plant Harvesting of Townline Lake Montcalm County, Michigan

Prepared For:
Townline Lake Improvement Board
P.O. Box 368
Stanton, MI 48888

Prepared By:
Progressive AE
1811 4 Mile Road, NE
Grand Rapids, MI 49525-2442
616/361-2664

Project No:
61370101

May 2024

SPECIFICATIONS

1. Submittals:

a. The Contractor shall furnish satisfactory proof of insurance coverage including:

Commercial General Liability policy in the amount of \$1,000,000 combined single limit per occurrence and aggregate, including contractual liability. The general liability insurance certificate shall include a provision which states the insurance covers the operation of aquatic plant harvesting equipment. The general liability insurance obtained must name the Townline Lake Improvement Board and Progressive AE as additional insured.

Comprehensive Automobile Liability Policy to cover bodily injury and property damage arising out of ownership, maintenance or use of any motor vehicle owned, non-owned or hired vehicles in the minimum amount of \$1,000,000 combined single limit per occurrence. No fault coverage complying with statutory requirements of the State of Michigan are also required.

Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation statutes of the State of Michigan. Employee's liability coverage shall be in the minimum amount of \$500,000 per occurrence.

Certificates of insurance for the coverage shall be delivered to the Consultant a minimum of two weeks prior to the initiation of the harvesting program. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with the above requirements. If coverages confirmed by these certificates will expire prior to the termination of this contract, certificates for renewals must be delivered to the Consultant not less than 10 days prior to the expiration date.

b. The Contractor shall maintain and submit daily log reports to the Consultant as a basis for and substantiation of payment (Appendix A). The daily log records shall state the following:

- 1) The hours of harvesting.
- 2) Acres and area of lake harvested.
- 3) The estimated quantity of plant material removed.
- 4) The equipment utilized during the harvesting operation.
- 5) An explanation of any downtime.
- 6) Date of harvest.

2. The project timeframe is from 2024 through 2028.

3. Approximately 40 acres of Townline Lake are to be harvested. Harvesting timeframe is approximately early-August. Harvesting shall be conducted to the maximum depth practicable. Adjustment to the areas and number of acres to be harvested may be made by the Board if found appropriate in view of the nature or extent of the plant growth in the lake. Areas and the number of acres to be harvested will be specified by the Consultant. Number of hours designated to collect floating vegetation shall be determined by the Consultant. The Contractor shall coordinate his/her activities directly with the Consultant.

4. Authorization to begin harvesting, along with a map of areas to be harvested shall be provided by the Consultant via email from water@weareprogressive.com. Upon receipt of the authorization email, the Contractor shall enter the anticipated harvesting start-date at water.weareprogressive.com. The Townline Lake Improvement Board reserves the right to contract with another company if the Contractor cannot begin harvesting in a timely manner.

5. The Contractor's boats, motors, trailers, and harvesting equipment must be thoroughly washed before launching into Townline Lake.

6. The Contractor will not be obligated to remove any docks, rafts, water intake pipes, or submerged objects.

7. The Contractor shall make no attempt to harvest water lilies or emergent wetland vegetation without explicit authorization from the Consultant.
8. The Contractor shall be responsible for the removal of all cut vegetation from the lake and for disposal of same, including all costs associated with such disposal. At least 2 weeks prior to initiation of work, Contractor shall secure a suitable site for disposal of cut vegetation. Disposal shall be at a site acceptable to the Townline Lake Improvement Board and in accordance with all applicable regulations and requirements. Vegetation shall be removed daily as it is harvested by direct loading to trucks without interim placement of plants on shore at the off-loading sites. The Townline Lake Improvement Board may authorize exceptions to this requirement by agreement with the Contractor.
9. Off-loading sites are to be regularly maintained by the Contractor and shall be returned to the condition existing before plant harvesting. The Contractor shall not store equipment at the off-loading sites without explicit authorization. Possible off-loading site locations are shown in Figure 1. The Contractor shall be responsible for any permits or fees required for the use of the off-loading sites.
10. In the event of a spill or release into Townline Lake or a spill/release that drains to Townline Lake, of fuel, hydraulic oil, or other fluids or materials from the mechanical harvesters, dump trucks or other equipment associated with the mechanical harvesting operation, the contractor shall:
 - a. Contact the appropriate state or local agencies, such as the Michigan Department of Environment, Great Lakes, and Energy Pollution Emergency Alerting System (PEAS), local fire department, etc.
 - b. Submit, via email, to the Board and the Consultant:
 - 1) Regular reports regarding the nature of the spill/release and actions being taken to address the incident.
 - 2) Material Safety Data Sheets (MSDS) for fluids or materials spilled or released into Townline Lake.
 - c. Clean up all spills/releases.
 - d. Assume all costs associated with clean-up.
11. The Contractor shall be responsible for restoring, replacing or repairing, within 60 days, any and all property damaged due to the harvesting operation.

The undersigned, having familiarized himself/herself with the specifications, hereby proposes to perform everything required and to provide and furnish all the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for aquatic plant cutting and removal on Townline Lake in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

ITEM DESCRIPTION	UNIT PRICE
Native Plant Harvesting	\$437.75/acre
Floating Vegetation Removal	\$300.00/hour

Payment in 2024 will be made at the listed unit price. Payments beyond 2024 will be based on the listed unit price, plus three percent of the listed price per year.

CONTRACT

THIS AGREEMENT, made and entered into this 16th day of May 2024, by and between the Townline Lake Improvement Board, hereinafter called the "Board," and PLM Lake and Land Management Corp., hereinafter called the "Contractor," to wit:

1. That the insurance requirements, specifications, and addenda hereto attached or herein referred to, shall be and are hereby made a part of this agreement and contract.
2. That the Contractor shall furnish all labor, materials, and equipment necessary and do all the work as set forth in the bid according to the specifications and contract documents, which have hereinbefore been made a part of this contract in a manner, time, and place as herein set forth.
3. That the Contractor shall indemnify the Board, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, including Contractor's own employees and for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting from negligent acts or omissions of Contractor, any Subcontractor, or any employee, agent or representative of Contractor.
4. That the term of the contract is effective from the date written above until December 31, 2028, or earlier, at the sole discretion of the Board. The contract may be extended past 2028 by mutual agreement between the Board and Contractor.

IN CONSIDERATION WHEREOF, said Board promises and agrees to compensate said Contractor the unit price provided above.

Payments shall be made upon satisfactory completion of the harvesting work based on a review of the payment submittal forms and approval by the Consultant.

For the faithful performance of all of the stipulations, terms, and conditions of this agreement, said parties respectfully bind themselves and their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first above written.

TOWNLINE LAKE IMPROVEMENT BOARD:

By:

(Signature)

Name:

Todd Sattler

(Printed)

Title:

Drain Commissioner

(Printed)

5/16/2024

(Date)

PLM LAKE AND LAND MANAGEMENT CORP.:

By:

(Signature)

Name:

Bruhne Oknill

(Printed)

Title:

Sr. Regional Manager

(Printed)

5/4/24

(Date)

APPENDIX A

**Townline Lake
Daily Log Sheet
Aquatic Plant Harvesting**

Date: _____

Hours of harvesting: _____

Acres harvested: _____ (shade area on attached map)

Quantity of plants harvested: _____

Harvesting equipment utilized: _____

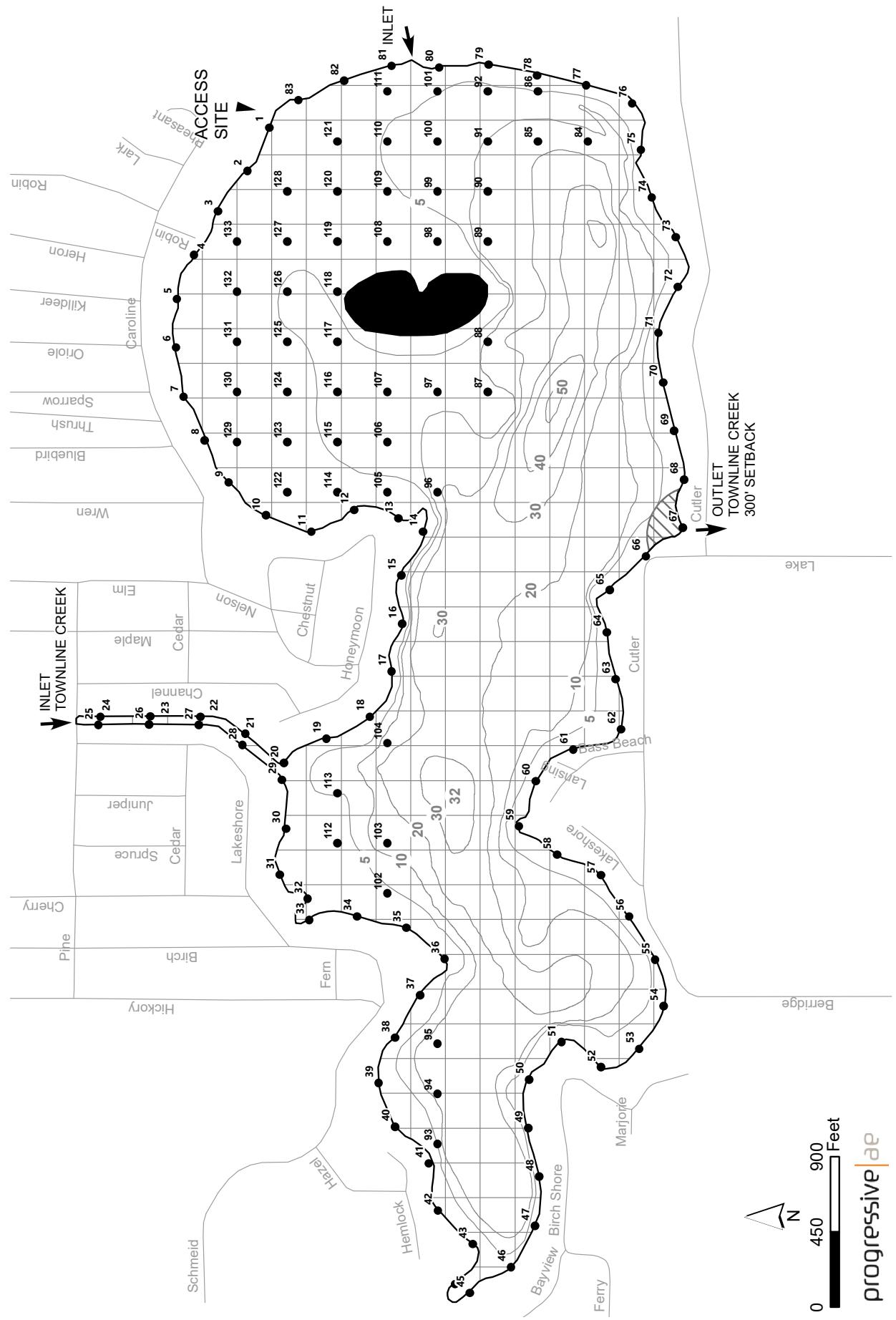
Explanation of downtime: _____

Signature of harvester operator: _____

_____ (printed)

Complete all portions of this document, including map, and upload to water.progressiveae.com.

1 ACRE



Date: _____

TOWNLINE LAKE – LAKE BOARD

Professional Services Agreement
Townline Lake Improvement Program
2024 – 2028

This agreement is made and entered into this 16 day of May, 2024, by and between the Townline Lake – Lake Improvement Board, hereinafter called the "Lake Board," and Progressive AE, hereinafter called the "Consultant."

Witness that in consideration of the covenants contained herein, the parties hereto agree as follows:

SECTION 1 – SERVICES

The Consultant will provide the following services related to the implementation of the Townline Lake Improvement Project:

A. AQUATIC PLANT CONTROL

1. Prepare bid documents or contract extensions for the nuisance aquatic plant control project, as necessary.
2. Provide support data and documentation to assist with the acquisition of Department of Environment, Great Lakes, and Energy (EGLE) permits for the plant control project.
3. Conduct Global Positioning System (GPS)-guided surveys of the Townline Lake (Lake) chain to determine the scope of work to be performed by the plant control contractor(s).
4. Provide prescriptive georeferenced maps to the plant control contractor(s) to guide plant control work.
5. Conduct surveys of the Lake to evaluate contractor performance.
6. Coordinate plant control activities to ensure work proceeds in an environmentally sound and cost-effective manner.
7. Confer with an authorized Lake resident representative regarding nuisance aquatic plant growth and contractor performance.
8. Maintain a written record of the date, scope, and cost of plant control activities and prepare a summary of plant control activities, including dates of treatment, herbicides applied, acres treated or harvested, and plants targeted.
9. Report findings to the Lake Board and guide the Lake Board in making payments to the contractor(s).

B. WATER QUALITY MONITORING

1. Water quality monitoring will be conducted in the spring and summer of each year of the program to monitor conditions in the Lake. Samples will be collected at 10-foot intervals from the surface to bottom at the deepest basin of the Lake to measure temperature, dissolved oxygen, and total phosphorus. In addition, water transparency and surface water chlorophyll-a levels would be measured during each of the aforementioned sampling periods.
2. Prepare a written annual summary of sampling results.

C. COMPREHENSIVE PLANT SURVEY AND ANNUAL REPORTING

1. Conduct a late season detailed vegetation survey in accordance with the Department of Environment, Great Lakes, and Energy's (EGLE) *Procedures for Aquatic Vegetation Surveys*. With these procedures, plant species and relative abundance are recorded at each GPS reference point and the overall distribution of the aquatic plant community is calculated.
2. Prepare reports of plant control activities, water quality monitoring, and vegetation survey results to be posted annually on the Montcalm County Drain Commissioner's website.

D. PROJECT ADMINISTRATION

1. Consultant administrative services would include periodic attendance at meetings and the review and processing of contractor invoices.
2. Assist the Lake Board with the organizational proceedings required to continue the project beyond the current timeframe. This work element will include development of a project budget and assistance with the preparation of legal notices, resolutions, and attendance at the public hearings.

SECTION 2 – PAYMENTS TO THE CONSULTANT

For services performed, the Lake Board agrees to pay the Consultant as follows:

- A. The annual cost of the services outlined in Section 1(A) will be \$8,500 (eight thousand five hundred dollars).
- B. The annual cost of the services outlined in Section 1(B) will be \$3,500 (three thousand five hundred dollars).
- C. The annual cost of the services outlined in Section 1(C) will be \$3,500 (three thousand five hundred dollars).
- D. The annual cost of the services outlined in Section 1(C) will be \$1,000 (one thousand dollars).
- E. The total annual cost of the services outlined herein is \$16,500 (sixteen thousand five hundred dollars) per year for five years (2024 to 2028). The Consultant will bill for its services on a stipulated sum basis quarterly at a rate of \$4,125 (four thousand one hundred twenty-five dollars) per quarter.

PAYMENT TERMS

Invoices will be submitted by Progressive AE monthly. Payment is due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date.

PROFESSIONAL LIABILITY INSURANCE AND LIMITATION OF LIABILITY

PROGRESSIVE maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit PROGRESSIVE'S liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to PROGRESSIVE'S negligent acts, errors, or omissions, such that the total aggregate liability of PROGRESSIVE to all those named shall not exceed the amount of PROGRESSIVE'S compensation for the Project.

The Lake Board may terminate this contract at its discretion if the Consultant fails to provide the services outlined herein in a timely and professional manner.

IN WITNESS WHEREOF, the Townline Lake – Lake Improvement Board and Progressive AE hereby execute this agreement.

PROGRESSIVE AE

By:



Richard C. Buteyn
Water Resources Specialist

Digitally signed by Richard
C. Buteyn
Date: 2023.08.31
12:50:11-04'00'



Digitally signed by Jeffrey M Roman
DN: C=US,
E=romanj@progressiveae.com,
O=ProgressiveAE, OU=Engineering,
CN=Jeffrey M Roman
Reason: I have reviewed this document
Date: 2023.08.31 09:17:09-04'00'

By:

Jeffrey M. Roman PE, LEED AP
Director of Engineering

TOWNLINE LAKE - LAKE IMPROVEMENT BOARD

By:


Authorized Representative
Townline Lake - Lake Improvement Board
Drain Commissioner