

The City of Potterville Tax Increment Finance Authority

Potterville City Hall, 319 N. Nelson Street – [manager@pottervillemi.org](mailto:manager@pottervillemi.org) – (517) 645-7641

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**TIFA REGULAR MEETING AGENDA**

**Monday, March 13<sup>th</sup> 2023 at 6:00 p.m.**

**A. Call the Meeting to Order:**

**B. Pledge of Allegiance:**

**C. Roll Call:** Members Bob Nichols, Brian Goodman, Joseph Bristol Jr., Judy Lenneman, Jon McNett, Elizabeth Ross, Ronald Norman

- 1. Members Present: \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. Members Absent: \_\_\_\_\_
- 4. \_\_\_\_\_

**D. Agenda Approval:** \_\_\_\_\_

**E. Approval of Minutes:**

- (1) Draft Meeting Minutes from February 13, 2023.

**F. Approval of Bank Reconciliation:** \$172,050.40

**G. Approval of Bills:** \$408.33

**H. Public Comment:** Items on the Agenda.

**I. Old Business:** None.

**J. New Business:**

- (1) General Services Agreement for Professional Services – Wightman Engineering, PE

**K. Public Comment:** Items not on the Agenda.

**L. Communications from Board Members:**

**M. Next Meeting:** April 10<sup>th</sup> 2023 at 6:00 pm.

**N. Administrative Report:** In attendance.

**O. Excuse absent Members:**

**P. Meeting Adjourn:**

## Potterville TIFA Board Minutes

Monday, February 13, 2023 @ 6:00 p.m. – Potterville City Hall, 319 N. Nelson Street

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Meeting was called to order by B. Nichols at 6:00 p.m.

Pledge of Allegiance was recited by all.

**Roll Call: Present:** B. Nichols, J. Bristol, L. Ross, B. Goodman, R. Norman and J. Lenneman.

**Absent:** J. McNett.

**Agenda Approval:** Motion by Member Ross to approve the agenda, seconded by Member Bristol. Motion carried (6-0-1).

**Approval of Minutes:** Motion by Member Ross to approve the minutes from January 9, 2023, seconded by Member Goodman. Motion carried (6-0-1).

**Approval of Bank Reconciliation:** Motion by Member Norman to approve Bank Reconciliation from January 1<sup>st</sup> – January 31<sup>st</sup>, 2023, in the amount of \$168,599.49, seconded by Member Lenneman. Motion carried (6-0-1).

**Approval of Bills:** Motion by Member Norman to pay bills totaling \$408.33, seconded by Member Bristol. Motion carried (6-0-1).

**Public Comment:** N/A

**Old Business:** N/A

### New Business:

- a) Change of Bank Account to Independent Bank “Sweep Account” with weekly variable rate, currently at 0.85% and name authorized check signers – Director discusses findings and suggestions. Motion by Member Ross to authorize this change, seconded by Member Lenneman. Motion carried (6-0-1).
- b) TIFA \$100,000 Certified Deposit for 6 months at fixed 4.05% FDIC Insured with Independent Bank – Director discusses findings and suggestions. Motion by Member Bristol to move forward with \$100,000 for 6 months at the 4.05%, seconded by Member Ross. Motion carried (6-0-1).
- c) Authorized Signers of new Bank Account – Add/Remove/Change – Motion by Member Nichols to name check signers as Members Nichols, Goodman, Lenneman, and McNett, seconded by Member Bristol. Motion carried (6-0-1).
- d) TIFA Bond Payments are  $\$50,000 + \$8,191.25 = \$58,191.25$  in October of 2023 – Director discusses outgoing revenue.
- e) TIFA Revenue Tax Distribution of ~\$140,000 in September 2023 – Director discusses incoming revenue.

f) Review of TIFA Certified Deposit Rates in October with new TIFA balance – Director discusses upcoming TIFA Certified Deposit Rates.

**Public Comment:** N/A

**Communications from Board:** Catalytic Converters have been stolen locally – FYI to residents. Another accident at Lansing and Vermontville – update on signage (March – April) and striping (April – May). We will increase precaution as needed and Step 3 will be to try again with the County Road Commission.

**Next Meeting:** Monday, March 13, 2023 at 6:00 p.m.

**Administrative Report:** In Attendance

**Motion to Excuse Absent Members:** Motion by Member Ross to excuse Member McNett, seconded by Member Goodman. Motion carried (6-0-1).

**Motion to Adjourn:** Meeting adjourned by Member Nichols at 6:44

Respectfully submitted,

Kayla Schwartz, TIFA Secretary

Approved by TIFA Board \_\_\_\_\_, 2023

GL Number	Description	Beginning Balance
247-000-001.000	CASH	168,599.49
Beginning GL Balance:		168,599.49
Less: Cash Disbursements		(408.33)
Add: Journal Entries/Other		3,859.24
Ending GL Balance:		172,050.40

GL Number	Description	Ending Balance
247-000-001.000	CASH	172,050.40
Ending GL Balance:		172,050.40
Ending Bank Balance:		172,125.40
Add: Deposits in Transit		0.00
Less: 1 AP Outstanding Checks		75.00
Less: 0 PR Outstanding Checks		
Adjusted Bank Balance		172,050.40
Unreconciled Difference:		0.00



REVIEWED BY: \_\_\_\_\_

DATE: 3-2-2023

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: JODI WEST		
3/23	FINANCIAL SECRETARIAL DUTIES MONTH OF M	333.33
TOTAL VENDOR JODI WEST		333.33
VENDOR NAME: KAYLA SCHWARTZ		
MARCH 2023	SECRETARIAL DUTIES MONTH OF MARCH 2023	75.00
TOTAL VENDOR KAYLA SCHWARTZ		75.00
GRAND TOTAL:		408.33

PERIOD ENDING 02/28/2023

TIFA

GL NUMBER	DESCRIPTION	BALANCE		2022-23 AMENDED BUDGET	END BALANCE 02/28/2023
		02/28/2022	NORMAL (ABNORMAL)		
<b>Assets</b>					
247-000-001.000	CASH	217,711.94			172,050.40
<b>TOTAL ASSETS</b>		<u>217,711.94</u>			<u>172,050.40</u>
<b>Fund Equity</b>					
247-000-390.000	FUND BALANCE	114,387.70			50,368.77
<b>TOTAL FUND EQUITY</b>		<u>114,387.70</u>			<u>50,368.77</u>
<b>Revenues</b>					
247-728-401.000	PROPERTY TAXES	166,580.22		171,000.00	175,963.07
247-728-573.000	LOCAL COMMUNITY STABILIZATION	18,570.52		19,000.00	19,395.98
247-728-665.000	INTEREST INCOME	53.20		90.00	38.50
247-728-684.000	MISC INCOME	1,047.12		0.00	0.00
<b>TOTAL REVENUES</b>		<u>186,251.06</u>		<u>190,090.00</u>	<u>195,397.55</u>
<b>Expenditures</b>					
247-728-703.005	WAGES - OTHER	3,341.66		4,900.00	3,266.65
247-728-727.000	OFFICE EXPENSE	0.00		1,120.00	0.00
247-728-731.000	PUBLICATION	0.00		300.00	0.00
247-728-801.000	ATTORNEY	0.00		500.00	0.00
247-728-803.000	ENGINEERS FEES	11,305.37		11,326.56	5,058.86
247-728-807.000	AUDIT	4,500.00		4,650.00	4,250.00
247-728-967.700	CITY IMPROVEMENTS	42.75		0.00	1,899.16
247-728-970.000	CAPITAL OUTLAY	8,595.79		125,000.00	0.00
247-728-992.000	BOND PRINCIPAL	45,000.00		50,000.00	50,000.00
247-728-993.000	BOND INTEREST	10,141.25		17,432.00	9,241.25
<b>TOTAL EXPENDITURES</b>		<u>82,926.82</u>		<u>215,228.56</u>	<u>73,715.92</u>
<b>Total - All Funds:</b>		0.00		25,138.56	0.00

03/01/2023 02:43 PM  
User: JWest  
DB: Potterville

MONTHLY BALANCES REPORT FOR CITY OF POTTERVILLE  
FROM 07/01/2022 TO 02/28/2023  
Bank code: TIFA - TIFA  
Account Category: Cash

GL #	DESCRIPTION	NET ACTIVITY	BALANCE
		DR (CR)	DR (CR)
247-000-001.000 CASH		Beg. Balance	64,220.59
July		(13,235.68)	50,984.91
August		(1,428.24)	49,556.67
September		77,826.54	127,383.21
October		17,026.54	144,409.75
November		(1,652.42)	142,757.33
December		(1,402.49)	141,354.84
January		27,244.65	168,599.49
February		3,450.91	172,050.40
End Balance 02/28/2023		3,450.91	172,050.40

User: JWest  
DB: Potterville

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	END BALANCE	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE
		06/30/2022	ORIGINAL	02/28/2023	MONTH 02/28/2023	BALANCE
		NORMAL (ABNORMAL)	BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)
Fund 247 - TAX INCREMENT FINANCING AUTHOR						
Revenues						
Dept 728 - TIFA DEPT						
247-728-401.000	PROPERTY TAXES	166,580.22	171,000.00	175,963.07	3,852.77	(4,963.07)
247-728-573.000	LOCAL COMMUNITY STABILIZATION	18,570.52	19,000.00	19,395.98	0.00	(395.98)
247-728-665.000	INTEREST INCOME	84.62	90.00	38.50	6.47	51.50
247-728-684.000	MISC INCOME	1,047.12	0.00	0.00	0.00	0.00
Total Dept 728 - TIFA DEPT		186,282.48	190,090.00	195,397.55	3,859.24	(5,307.55)
TOTAL REVENUES		186,282.48	190,090.00	195,397.55	3,859.24	(5,307.55)
Expenditures						
Dept 728 - TIFA DEPT						
247-728-703.005	WAGES - OTHER	4,975.00	4,900.00	3,266.65	408.33	1,633.35
247-728-727.000	OFFICE EXPENSE	1,065.58	1,120.00	0.00	0.00	1,120.00
247-728-731.000	PUBLICATION	0.00	300.00	0.00	0.00	300.00
247-728-801.000	ATTORNEY	47.00	500.00	0.00	0.00	500.00
247-728-803.000	ENGINEERS FEES	23,328.45	11,326.56	5,058.86	0.00	6,267.70
247-728-807.000	AUDIT	4,500.00	4,650.00	4,250.00	0.00	400.00
247-728-967.700	CITY IMPROVEMENTS	42.75	0.00	1,899.16	0.00	(1,899.16)
247-728-970.000	CAPITAL OUTLAY	151,960.13	125,000.00	0.00	0.00	125,000.00
247-728-992.000	BOND PRINCIPAL	45,000.00	50,000.00	50,000.00	0.00	0.00
247-728-993.000	BOND INTEREST	19,382.50	17,432.00	9,241.25	0.00	8,190.75
Total Dept 728 - TIFA DEPT		250,301.41	215,228.56	73,715.92	408.33	141,512.64
TOTAL EXPENDITURES		250,301.41	215,228.56	73,715.92	408.33	141,512.64
Fund 247 - TAX INCREMENT FINANCING AUTHOR:						
TOTAL REVENUES		186,282.48	190,090.00	195,397.55	3,859.24	(5,307.55)
TOTAL EXPENDITURES		250,301.41	215,228.56	73,715.92	408.33	141,512.64
NET OF REVENUES & EXPENDITURES		(64,018.93)	(25,138.56)	121,681.63	3,450.91	(146,820.19)

Fund 247 - TAX INCREMENT FINANCING AUTHOR

Account	Description	2022-23 Amended Budget	YEAR-TO-DATE THRU 02/28/23	Available Balance	% Used
<b>Revenues</b>					
Department 728: TIFA DEPT					
401.000	PROPERTY TAXES				
09/19/2022	GJ TAX MONIES RECEIVED		116101 142,284.08	JE# 6755	
01/17/2023	GJ TIFA TAX DISTRIBUTION THROUGH 12/31/22		117622 29,826.22	JE# 6847	
02/28/2023	GJ TAX DEPOSIT-PARKS		118599 3,852.77	JE# 6875	
401.000	PROPERTY TAXES	171,000.00	175,963.07	(4,963.07)	102.90
573.000 LOCAL COMMUNITY STABILIZATION					
10/31/2022	GJ PPT REIMBURSEMENT STATE - TIF		116450 19,395.98	JE# 6781	
573.000	LOCAL COMMUNITY STABILIZATION	19,000.00	19,395.98	(395.98)	102.08
665.000 INTEREST INCOME					
07/31/2022	GJ INTEREST MONTH OF JULY 2022		114780 2.29	JE# 6719	
08/31/2022	GJ INTEREST MONTH OF AUGUST 2022		115200 2.27	JE# 6731	
09/30/2022	GJ INTEREST MONTH OF SEPT 2022		116191 3.56	JE# 6759	
10/31/2022	GJ INTEREST MONTH OF OCTOBER 2022		116458 5.39	JE# 6782	
11/30/2022	GJ INTEREST MONTH OF NOV 2022		116783 5.91	JE# 6822	
12/31/2022	GJ INTEREST MONTH OF DEC 2022		117457 5.85	JE# 6833	
01/31/2023	GJ INTEREST MONTH OF JAN 2023		118129 6.76	JE# 6854	
02/28/2023	GJ INTEREST MONTH OF FEB 2023		118619 6.47	JE# 6877	
665.000	INTEREST INCOME	90.00	38.50	51.50	42.78
<b>Total - Dept 728</b>		<b>190,090.00</b>	<b>195,397.55</b>	<b>(5,307.55)</b>	<b>102.79</b>
<b>Total Revenues</b>		<b>190,090.00</b>	<b>195,397.55</b>	<b>(5,307.55)</b>	<b>102.79</b>
<b>Expenditures</b>					
Department 728: TIFA DEPT					
703.005	WAGES - OTHER				
07/11/2022	AP FINANCIAL SECRETARIAL DUTIES MONTH OF JU		114421 333.33	Inv #: 'JULY 2022' Vendor '09752'	
07/11/2022	AP SECRETARIAL DUTIES MONTH OF JULY 2022		114422 75.00	Inv #: 'JULY 2022' Vendor '0000011144'	
08/01/2022	AP FINANCIAL SECRETARIAL DUTIES MONTH OF AU		114783 333.33	Inv #: 'AUGUST' Vendor '09752'	
08/01/2022	AP SECRETARIAL DUTIES MONTH OF AUGUST 2022		114782 75.00	Inv #: 'AUGUST 2022' Vendor '0000011144'	
09/12/2022	AP SECRETARIAL DUTIES MONTH OF SEPT 2022		115861 75.00	Inv #: 'SEPT 2022' Vendor '0000011144'	
09/12/2022	AP FINANCIAL SECRETARY DUTIES MONTH OF SEPT		115862 333.33	Inv #: 'SEPT 2022' Vendor '09752'	
10/10/2022	AP SECRETARIAL DUTIES OCT 2022		116243 75.00	Inv #: 'OCT 2022' Vendor '0000011144'	
10/10/2022	AP FINANCIAL SECRETARY DUTIES MONTH OF OCT		116244 333.33	Inv #: 'OCT 2022' Vendor '09752'	
11/14/2022	AP NOVEMBER 2022 SECRETARIAL DUTIES		116523 75.00	Inv #: 'NOV 2022' Vendor '0000011144'	
11/14/2022	AP FINANCIAL SECRETARIAL DUTIES MONTH OF NO		116524 333.33	Inv #: 'NOV 2022' Vendor '09752'	
12/12/2022	AP FINANCIAL SECRETARIAL DUTIES MONTH OF DE		116885 333.34	Inv #: 'DEC 2022' Vendor '09752'	
12/12/2022	AP SECRETARIAL DUTIES MONTH OF DEC 2022		116886 75.00	Inv #: 'DEC 2022' Vendor '0000011144'	
01/09/2023	AP FINANCIAL DUTIES MONTH OF JANUARY 2023		117538 333.33	Inv #: '01052023' Vendor '09752'	
01/09/2023	AP SECRETARIAL DUTIES MONTH OF JANUARY 2023		117539 75.00	Inv #: 'JAN 2023' Vendor '0000011144'	
01/09/2023	AP REPLACE CHECK 3174- MISPLACED- NOT CASHE		117540 75.00	Inv #: 'NOV 2022A' Vendor '0000011144'	
01/19/2023	AP Void Invoice NOV 2022 0000011144		117773 (75.00)	Inv #: 'NOV 2022' Vendor '0000011144'	
02/13/2023	AP SECRETARIAL DUTIES MONTH OF FEB 2023		118322 75.00	Inv #: 'FEB 2023' Vendor '0000011144'	
02/13/2023	AP FINANCIAL SECRETARIAL DUTIES MONTH OF FE		118323 333.33	Inv #: 'FEB 2023' Vendor '09752'	
703.005	WAGES - OTHER	4,900.00	3,266.65	1,633.35	66.67
727.000	OFFICE EXPENSE	1,120.00	0.00	1,120.00	0.00

Fund 247 - TAX INCREMENT FINANCING AUTHOR

Account	Description	2022-23 Amended Budget	YEAR-TO-DATE THRU 02/28/23	Available Balance	% Used
<b>Expenditures</b>					
Department 728: TIFA DEPT					
731.000	PUBLICATION	300.00	0.00	300.00	0.00
801.000	ATTORNEY	500.00	0.00	500.00	0.00
803.000	ENGINEERS FEES				
09/12/2022	AP LANSING AND VERMONTVILLE THROUGH 7/30/22		115856 849.61	Inv #: '94753'	Vendor '10540'
09/12/2022	AP SIDEWALK PROJECT THORUGH 07/30/2022		115855 62.75	Inv #: '94755'	Vendor '10540'
10/10/2022	AP ENGINEERING SERVICES FOR VERM & LANSING		116242 1,966.50	Inv #: '94922'	Vendor '10540'
01/09/2023	AP LANSING RD SIDEWALK PROJECT - NOV 26 202		117537 2,180.00	Inv #: '95432'	Vendor '10540'
803.000	ENGINEERS FEES	11,326.56	5,058.86	6,267.70	44.66
807.000	AUDIT				
09/12/2022	AP TIFA AUDIT THROUGH AUGUST 31 2022		115863 2,000.00	Inv #: '5666'	Vendor '11101'
11/14/2022	AP AUDIT THROUGH 9/30/22		116522 1,250.00	Inv #: '5712'	Vendor '11101'
12/12/2022	AP COMPLETION OF AUDIT 21-22		116887 1,000.00	Inv #: '5781'	Vendor '11101'
807.000	AUDIT	4,650.00	4,250.00	400.00	91.40
967.700	CITY IMPROVEMENTS				
09/12/2022	AP PLANTS FOR LAKE ALLIANCE SIGN- LANSING R		115857 1,193.25	Inv #: '213557'	Vendor '0000011230'
09/12/2022	AP STAPLE/EDGING FOR LAKE ALLIANCE SIGN		115853 95.90	Inv #: '41644'	Vendor '09799'
09/12/2022	AP LANDSCAPING STONE- LAKE ALLIANCE SIGN		115858 514.72	Inv #: '81567'	Vendor '03590'
09/12/2022	AP LANDSCAPING STONE LAKE ALLIANCE SIGN		115859 82.60	Inv #: '81603'	Vendor '03590'
09/12/2022	AP EMPLOYEE PD FOR STAPLES FOR LAKE ALLIANC		115860 12.69	Inv #: 'REIIMBURSE '	Vendor '02060'
967.700	CITY IMPROVEMENTS	0.00	1,899.16	(1,899.16)	100.00
970.000	CAPITAL OUTLAY	125,000.00	0.00	125,000.00	0.00
992.000	BOND PRINCIPAL				
10/01/2022	AP TIFA 2013 TAX INCREMENT BONDS, LTGO		115854 50,000.00	Inv #: '10012022'	Vendor '0000011228'
992.000	BOND PRINCIPAL	50,000.00	50,000.00	0.00	100.00
993.000	BOND INTEREST				
10/01/2022	AP TIFA 2013 TAX INCREMENT BONDS, LTGO		115854 9,241.25	Inv #: '10012022'	Vendor '0000011228'
993.000	BOND INTEREST	17,432.00	9,241.25	8,190.75	53.01
<b>Total - Dept 728</b>		<b>215,228.56</b>	<b>73,715.92</b>	<b>141,512.64</b>	<b>34.25</b>
<b>Total Expenditures</b>		<b>215,228.56</b>	<b>73,715.92</b>	<b>141,512.64</b>	<b>34.25</b>
<b>NET OF REVENUES AND EXPENDITURES</b>		<b>(25,138.56)</b>	<b>121,681.63</b>	<b>(146,820.19)</b>	

CASH SUMMARY BY FUND FOR CITY OF POTTERVILLE  
FROM 07/01/2022 TO 02/28/2023  
FUND: 247  
CASH ACCOUNTS

Fund	Description	Beginning Balance 07/01/2022	Total Debits	Total Credits	Ending Balance 02/28/2023
247	TAX INCREMENT FINANCING AUTHOR	64,220.59	195,547.55	87,717.74	172,050.40

## GENERAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is made as of \_\_\_\_\_, 2023, between the City of Potterville Tax Increment Finance Authority, a Michigan municipal corporation, 319 N. Nelson Street, Potterville, Michigan, 48876 (the "TIFA") and Wightman and Associates, Inc., a professional corporation, 433 E. Ransom Street, Kalamazoo, Michigan, 49007 (the Consultant).

### RECITALS

- A. The TIFA has need for engineering services to be provided for TIFA projects and to perform associated duties as required from time-to-time by the TIFA Council of the City.
- B. The Consultant desires to provide engineering services in accordance with the terms and conditions set forth in this Agreement.
- C. The TIFA desires to have the Consultant perform engineering services in accordance with the terms and conditions set forth in this Agreement.

### TERMS AND CONDITIONS

1. Scope of Services. Consultant shall perform the full range of municipal consulting activities involving Engineering, Architectural and Surveying services, including planning for municipal projects, feasibility studies, applications to apply for State or Federal funding, right-of-way acquisition services, building programming and design, design and construction engineering, and related boundary and topographical surveys for numerous utility, road, bridge and building projects.  
  
Consultant will provide professional services for the TIFA in connection with the above type projects and any others assigned to it by the TIFA and will perform such services as expeditiously as is consistent with professional skill and care in the orderly progress of the work required by the project.
2. Method of Authorization. The TIFA may authorize the Consultant to proceed with work on a case-by-case basis, either by signing a work authorization or by issuance of an acknowledgment, confirmation, purchase order or other written communication.
  - a. Regardless of the method used to authorize the work, the terms and conditions of this Agreement shall govern the work to be done by the Consultant unless another arrangement is made in writing between the parties (i.e., as in the case of work quoted by the Consultant on a flat fee, rather than hourly rate basis).
  - b. Only the TIFA Director or his/her designee(s) may authorize the Consultant to do work under this Agreement.
3. Contract Duration. The contract period for the proposed scope of services shall be indefinite, but not to exceed five years. At such time, the TIFA and the Consultant can enter into negotiations to extend or revise the contract.
4. Engineer's Responsibilities. Upon request by the TIFA, the Consultant shall submit a proposed plan for a particular project at no cost to the TIFA, including but not limited to the project purpose, the scope of services to be provided, a proposed time schedule for completion of services, and a not-to-exceed budget.

5. Engineer's Staffing. In entering into this agreement, the Consultant is representing that it has sufficient qualified staff to perform, the services as described.
6. TIFA Responsibilities. The TIFA shall provide all criteria and full information as to its requirements for any particular project. Unless another party is designated by action of the TIFA Council, the TIFA Director is the person with authority to act on the TIFA's behalf on all matters concerning a project. If the Consultant's services under a work authorization do not include full-time construction observation or review of a contractor's performance, the TIFA shall assume responsibility for interpretation of contract documents and for construction observation.
7. Hourly Billing Rates. Unless stipulated otherwise, the TIFA shall compensate the Consultant at hourly billing rates for services provided by the Consultant's employees of various classifications. The hourly rates which are applicable to work done under this Agreement are determined by a rate schedule, a copy of which is attached, that is subject to change on an annual basis. The Consultant shall submit to the TIFA Director a revised hourly billing rate schedule prior to changing any billing rates. Hourly billing rates will not change during projects authorized prior to a rate change.
8. Reimbursable Expenses. Costs incurred on or directly for TIFA projects (such as mileage for vehicles, laboratory tests and analyses, computer services, special equipment services, postage and delivery charges, copying, printing, and binding charges) shall be reimbursed by the TIFA to the Consultant at the rates shown on the then current rate schedule. Reimbursement and outside technical or professional services shall be on the basis of actual costs to the Consultant plus ten percent, provided the TIFA approves outside technical or professional services in writing. The Consultant shall submit to the TIFA Director a revised reimbursable expense billing rate schedule prior to changing any rates. Reimbursable expense billing rates will not change during projects authorized prior to a rate change.
9. Opinions of Cost. Any opinions of probable construction cost and/or total project cost provided by the Consultant will be on a basis of experience and judgment, but since the Consultant has no control over market conditions or bidding procedures, the Consultant cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates. Opinions of costs shall be clearly marked as "conceptual, preliminary, and final" or as is otherwise appropriate.
10. Professional Standards: Warranty. The standard of care for services performed or furnished by the Consultant will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Except as provided in the preceding sentence, the Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.
11. Termination. Either the TIFA or the Consultant may terminate this Agreement by giving ninety days written notice to the other party. TIFAWithin thirty days of termination, the TIFA shall pay the Consultant for all work authorized and performed prior to the effective date of termination. Upon termination, the Consultant will return to the TIFA all documents and information which are the TIFA's property. (See Item No. 18.)
12. Subcontractors. Subject to prior approval by the TIFA, the Consultant may engage subcontractors on behalf of the TIFA to perform portions of the services to be provided by the Consultant under this Agreement.
13. Payment to the Consultant. The Consultant shall issue invoices to the TIFA on a monthly basis, which invoices shall be payable upon receipt, unless otherwise agreed. Formatting of the invoices will be determined on a project-by-project basis depending upon the authorization (hourly, flat fee, and etc.).

- a. The TIFA agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on the Consultant by any governmental entity.
  - b. If the TIFA directs the Consultant to invoice a third party, the Consultant will do so, but the TIFA agrees to be ultimately responsible for the Consultant's compensation until the TIFA provides the Consultant with that third party's written acceptance of all terms of this Agreement and until the Consultant agrees to the substitution.
  - c. In addition to any other remedies the Consultant may have, the Consultant shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
14. Hazardous Waste. The Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. The Consultant shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of the Consultant.
15. Insurance. During the term of this Agreement, the Consultant shall maintain professional liability insurance with coverage of not less than \$2,000,000 per occurrence.
  - a. During the term of this Agreement, the TIFA shall provide workers' compensation insurance for the TIFA's employees.
  - b. Upon request, the TIFA and the Consultant shall each deliver to the other certificates of insurance evidencing their coverages.
  - c. Any contract documents prepared by the Consultant shall require contractors to purchase and maintain commercial general liability and to cause the TIFA, its officers and employees, to be listed as insureds or additional insureds and certificate holders. The Consultant may also require that contractors list the Consultant and its sub-consultants, employees and agents as additional insureds.
16. TIFA Legal Expenses. If either the TIFA or the Consultant makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees.
17. Ownership of Work Product. The TIFA shall remain the owner of all drawings, reports and other material provided by the Consultant, whether in hard copy or electronic media form. Any other use or reuse by the TIFA or others for any purpose whatsoever shall be at the TIFA's risk and full legal responsibility, without liability to the Consultant.
18. Default Provisions. In case of default by the Consultant, the TIFA may procure the services from other sources and hold the Consultant responsible for any excess costs occasioned thereby.
19. Electronic Media. Computer files of text, data, and graphics or of other types on electronic media that are furnished to the TIFA by the Consultant for data, reports, drawings, specifications and other material may be relied upon by the TIFA.

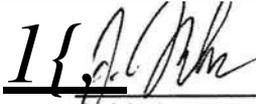
- 20. Indemnification. The Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold the TIFA, its officers and agents harmless from any claim, damage, liability, or cost (including reasonable attorneys' fees) to the extent of the degree of fault of the Consultant in the performance of services under this Agreement. The TIFA agrees, to the fullest extent permitted by law, to defend, indemnify and hold the Consultant harmless from any claim, damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by the TIFATIFA in the performance of its obligations under this Agreement
- 21. General Considerations. This Agreement shall bind the TIFA and the Consultant and their respective successors and assigns with respect to the covenants, agreements and obligations contained in this Agreement.
  - a. Neither the TIFA nor the Consultant shall assign this Agreement or delegate the obligations contained in this Agreement without the written consent of the other.
  - b. Neither the TIFA nor the Consultant will have any liability for non-performance caused in whole or in part by causes beyond the parties' reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
  - c. This Agreement shall be governed by the laws of the State of Michigan and all legal actions shall be brought in Eaton County.
  - d. This Agreement constitutes the entire agreement between the TIFA and the Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

The parties have signed this Agreement as of the date first set forth above.

TIFA OF POTTERVILLE

WIGHTMAN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Bob Nichols, TIFA Chairperson

By:  \_\_\_\_\_  
Kevin Marks, P.E., Director of Engineering

By: \_\_\_\_\_  
Aaron Sheridan, TIFA Director

By:  \_\_\_\_\_  
Samuel Leatch, P.E., Project Manager



## Standard Terms and Conditions

Updated 8/15/2022

1. **Agreement.** Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. **Authorization.** Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. **Standard of Care.** The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. **Terms of Payment/Late Payment Actions/Fees.** Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. **Scope of Services/Additional Services/Changes.** If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. **Hidden Conditions.** Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. **Betterment.** If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents, unless such item is more costly than it would have been if it had been included and in such cases Consultant shall be responsible in the difference in cost. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. **Opinions of Cost.** Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. **Code Interpretations.** The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. **Use of Drawings, Specifications, and Other Documents.** The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. **Retaining Records.** Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. **Insurance Coverage.** Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.
13. **Limitations/Exclusions.** Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's degree of fault.
14. **The Law/Suspension/Termination/Non-Severability.** All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this



Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.

15. **Indemnity.** Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.

16. **Force Majeure Clause.** Neither party will be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) flood, fire, or explosion; (ii) war, terrorism, invasion, riot, or other civil unrest; (iii) embargoes or blockades in effect on or after the date of this Agreement; (iv) national or regional emergency - including, but not limited to, pandemic, uncontrollable, and/or imminent spread of contagious disease; or (v) strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure").

18. **Jurisdiction and Venue.** Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.

19. **Termination.** Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.

20. **Billing Rates.\***

Principal .....	\$250.00/hour
Licensed Staff VII.....	\$225.00/hour
Licensed Staff VI.....	\$210.00/hour
Licensed Staff V.....	\$190.00/hour
Licensed Staff IV.....	\$175.00/hour
Licensed Staff 111.....	\$155.00/hour
Licensed Staff II.....	\$140.00/hour
Licensed Staff 1.....	\$125.00/hour
Professional Staff VI.....	\$175.00/hour
Professional Staff V.....	\$150.00/hour
Professional Staff IV.....	\$135.00/hour
Professional Staff III.....	\$115.00/hour
Professional Staff II.....	\$100.00/hour
Professional Staff I.....	\$90.00/hour
Technician VI.....	\$120.00/hour
Technician V.....	\$110.00/hour
Technician IV.....	\$100.00/hour
Technician III.....	\$90.00/hour
Technician II.....	\$80.00/hour
Technician I.....	\$70.00/hour
Administrative .....	\$75.00/hour
3-Person Survey Crew.....	\$195.00/hour
2-Person Survey Crew.....	\$170.00/hour
1-Person Survey Crew.....	\$140.00/hour
3-Person Survey Crew (Construction Staking).....	\$210.00/hour
2-Person Survey Crew (Construction Staking).....	\$185.00/hour
1-Person Survey Crew (Construction Staking).....	\$155.00/hour
Expert Witness/Testimony.....	\$400.00/hour
Drone Pilot/Technician .....	\$150.00/hour
High Definition Laser Scanning Technician.....	\$150.00/hour
High Definition Laser Scanner Fee.....	\$150.00/hour
Aerial Drone Equipment.....	\$150.00/hour

**Reimbursable Expenses.\*** Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:

- Black & White Prints/Copies
  - o 8 1/2x11 \$0.19/sheet
  - o 8 1/2x 14 \$0.19/sheet
  - o 11x 17 \$0.19/sheet
- Color Prints/Copies
  - o 8 1/2x11 \$0.85/sheet
  - o 8 1/2x 14 \$0.85/sheet
  - o 11 x 17 \$1.25/sheet
- Black & White Plots
  - o 12x18 \$1.50/sheet
  - o 18 x 24 \$2.75/sheet
  - o 24 x 36 \$5.00/sheet
  - o 30 x42+ \$7.50/sheet
- Color Plots
  - o 12 x 18 \$9.00/sheet
  - o 18 x 24 \$18.00/sheet
  - o 24 x 36 \$30.00/sheet
  - o 30 x42+ \$42.00/sheet

\*Rates subject to change.