

TIFA FINAL Meeting Minutes 1/11/2018

The meeting was called to order by Jim Brennan at 7:00 PM.

Salute to the flag.

Attendees: Jim Brennan, Norine Maki, Chuck Hurst, and John Ulrich. Absent: Maggie Shephard

Norine made a motion to approve the agenda, Chuck seconded the motion. Motion passed.

Jim made a motion to approve the minutes of the 5/9/17 meeting as corrected. John seconded the motion. Motion passed.

John made a motion to approve the corrected DRAFT minutes of the 6/5/17 meeting. Chuck seconded the motion. Motion passed.

Treasurers report: None.

There was no public comment on the agenda. No public present.

Old Business:

Jim reiterated the fact that the Michigamme River Basin Tax Increment Financing And Water Improvement Authority Development Plan needs to be updated. Postponed until later.

New business:

Chuck made a motion to approve the Republic Dam Lease Agreement with Republic Mountain Lake, LLC and Norine seconded the motion. Motion passed with amendment.

Chuck made a motion to amend the above motion to attach a budget with a 10% contingency to the Republic Dam Lease Agreement and Norine seconded the motion. Roll call vote:

Norine, Yes; John, yes; Chuck, yes; Jim, yes.

Motion passed

Jim made a motion to apply for the MDARD grant jointly with the Republic Sportsman Club which is being written by John Kraft. Norine seconded the motion. Motion passed.

Chuck made a motion to allow Jim to fill out the 'Organization Capacity Survey' for the MDARD grant. Norine seconded the motion. Motion passed

Election of Officer will be postponed until the next meeting but not more than 90 days from today.

Jim mentioned that the TIFA budget will need to be on the next Township Board meeting agenda. John mentioned that it could be addressed next Tuesday, 01-16-2018, at a Special Township Board meeting at 10:00 AM. Jim will have it prepared by then.

Public Comment – None

Norine made the motion to adjourn and Chuck seconded the motion. Motion passed. Meeting adjourned at 8:15 PM.

John Ulrich, Supervisor

Republic Township

906-376-8139

TIFA FINAL Meeting Minutes 1/15/2018

The meeting was called to order by Jim Brennan at 9:05 AM.

Salute to the flag.

Attendees: Jim Brennan, Norine Maki, Maggie Sheppard and John Ulrich. Conference call: Chuck Hurst,

Norine made a motion to approve the agenda, Maggie seconded the motion. Motion passed.

Norine made a motion to approve the Draft minutes of the 1/11/18 meeting. Jim seconded the motion. Motion passed.

There was no public comment on the agenda. No public present.

Old Business:

New business:

Jim made a motion to approve the Republic Dam Lease Agreement with Republic Mountain Lake, LLC if it is agreed to put a contingent clause dependent on getting the MDARD grant and Chuck seconded the motion.

Roll call vote: Maggie, Yes; Norine, Yes; John, Yes; Chuck, Yes; Jim, Yes.

Motion Passed.

Public Comment – None

Norine made the motion to adjourn and Chuck seconded the motion. Motion passed. Meeting adjourned at 9:18 AM.

*John Ulrich, Supervisor
Republic Township
906-376-8139*

TIFA FINAL Meeting Minutes 4/4/2018

The meeting was called to order by Jim Brennan at 7:00 PM.

Salute to the flag.

Attendees: Jim Brennan, Norine Maki, Maggie Shepherd, Chuck Hurst and John Ulrich.

Jim made a motion to approve the agenda as amended, John seconded the motion. Motion passed.

Norine made a motion to approve the minutes of the 1/15/18 meeting. Maggie seconded the motion. Motion passed.

Treasurers Report: Current balance is \$29,664.00. Last years tax receipts were \$5,056.99.

There was no public comment on the agenda. Public was present.

Old Business:

Jim brought up a list of costs incurred in 2009, 2010, and 2011 by the township which needs to be researched to find out if the money has been paid back to the township.

The Republic Mountain Lake, LLC (RML) lease is void since the TIFA didn't receive the grant.

Engineering prints, at a cost of \$10,700, for the new dam gates were sent to MDEQ from RML.

RML wants to be added to the existing permit at a cost of \$50.

4/19/2018 is the last date for government comment to be sent to MDEQ.

RML is waiting to give the TIFA the final cost numbers for the new dam gates.

RML will have to pay \$3,000 next year for a dam inspection.

A feasibility study is what caused the TIFA to not receive the grant.

Jim reiterated the fact that the Michigamme River Basin Tax Increment Financing And Water Improvement Authority Development Plan needs to be updated. Each member was asked to go through it and mark it up.

New business:

Norine made a motion to ask the township board to sell the property east of the Republic Non-Profit Housing Corp. to the TIFA at a minimal cost and Maggie seconded the motion. Motion passed.

Norine made a motion to amend the TIFA by-laws to remove the last sentence of Article IV, Section II and Maggie seconded the motion. Motion passed

John made a motion to make Jim the chairman and Norine seconded the motion. Motion passed.

Chuck made a motion to make Norine the Vice-Chairman and Jim seconded the motion. Motion passed.

Public Comment – None

Norine made the motion to adjourn and Maggie seconded the motion. Motion passed. Meeting adjourned at 7:47 PM.

John Ulrich, Supervisor

Republic Township, 906-376-8139

April 25, 2018

Michigamme River Basin Authority

FINAL Minutes of April 25, 2018

The meeting was called to order by Jim Brennan at 7:03p.m.

Salute to the flag

Attendees: Jim Brennan, Norine Maki, Maggie Shepherd and Chuck Hurst

Absent: John Ulrich (excused)

Norine made a motion to approve the agenda. Maggie Shephard seconded the motion, motion passed.

The approval of the draft minutes for April 4, 2018 was tabled to next meeting due to no hard copy.

There was no public comment on the agenda. No public present.

Old business:

The Republic Township Board will consider selling the TIFA the sixteen acre parcel.

The by-laws were changed and new term limits for the TIFA were approved at the Republic Township meeting on April 19, 2018.

New Business:

The DEQ has issued the operation permit for the Republic Dam to the Michigamme River Basin Authority.

There was a discussion on the purchasing of the Republic Dam from Republic Mountain Lake LLC.

The Township attorney, Mr. Burkhart was called and the board members asked questions and was answered.

Jim Brennan made a motion for a resolution to purchase the Republic Dam from Republic Mountain LLC. For in the amount of fifty thousand dollars, and to authorize Jim Brennan and Norine Maki to sign all documents relating to the purchase. Norine seconded the motion.

Roll Call Motion:

James Brennan yes

Norine Maki yes

Chuck Hurst **yes**

Maggie Shephard **yes**

John Ulrich **absent**

Resolution passed.

There was discussion on getting a loan to replace the gates and at this time it is not feasible.

Jim will check on in insurance for the Republic Dam with Township agent.

Jim made a motion to adjourn and Maggie seconded the motion, motion passed. Meeting adjourned at 8:03pm

James Brennan

Chairman

Michigamme River Basin Authority

TIFA FINAL Meeting Minutes 5/22/2018

The meeting was called to order by Jim Brennan at 6:55 PM.

Salute to the flag.

Attendees: Jim Brennan(by phone), Norine Maki, Chuck Hurst and John Ulrich.

John made a motion to approve the agenda, Chuck seconded the motion. Motion passed.

Chuck made a motion to approve the minutes of the 4/4/18 meeting. Norine seconded the motion. Motion passed.

Chuck made a motion to approve the minutes of the 4/25/18 meeting. Norine seconded the motion. Motion passed.

There was no public comment on the agenda. Public was present.

Old Business:

There was a telephone conference call with Attorney Terry Burkhart. Attorney Burkhart explained where the process of purchase was coming from for the purchase of the dam. It became apparent that he needed to explore if the TIFA needed a land division act approval for the split of the property. If you have a large parcel and you want to split a portion out which is less than 40 acres, you need approval for that split and if you fail to do that there are statutory fines and also criminal sanctions. There is no lawful alternative than to comply with the land division act. After discussing this fact with Jim, he advised John as Supervisor. The problem with the land division application is that it has been approved subject to a variance in zoning.

On the west side of the river the land is zoned R-2. On the east side of the river the land is zoned MP. R-2 authorized land division can be no less than 1 acre. MP includes the right to operate a dam however MP land division can be no less than 10 acres. The proposed purchase parcel is 1.4 acres total. It has been discussed with the Zoning Administrator and the Supervisor and the conclusion is that no variance is required for the R-2 side or the MP side. The use of the dam is a pre-existing non-conforming use since it has been there since the 1800's. It is harder to get a variance for a use than it is for a dimensional problem like a minimum lot size.

What has been decided is to apply for a variance for a lot size smaller than 10 acres. The problem is on the east side of the river the TIFA needs to get an approved split. The TIFA board has rushed the variance application as fast as possible. There are statutory requirements for a notice in the newspaper, notice to the owner and notice to other owners within 300 feet of the dam site. The Zoning Administrator has scheduled a Zoning Board of Appeals (ZBA) for June 12, 2018 at 10:00 AM to hear the TIFA request for a dimensional variance of the 1.4 acre parcel. The hope is that the ZBA will grant the variance, then the Assessor will be able to automatically grant a clean land division approval which will not make any reference to conditions like a zoning variance.

Attorney Burkhart has made provisions to close the sale even if Mr. Crimmins is in Canada and not physically available in MI after June 12. The closing of the sale is expected between June 12th and the 14th. There would be a \$20,000 down payment and the TIFA will be signing a note for the remaining \$30,000. That transaction has nothing to do with Republic Township. It is a TIFA obligation not a Township obligation.

TIFA FINAL Meeting Minutes 5/22/2018

What are the chances that the ZBA will rule against the TIFA? Attorney Burkhart has dug into the Township Master Plan (TMP) and in Article 8, pages 5 to 7 it specifically references the need for the control of the dam and its relationship to recreational cottages and recreational activities. Basically the TMP prioritizes the operation of this dam.

The TIFA has an operating license to operate the dam that is good for five years.

One of the problems with this sale is that Attorney Burkhart had to jump on this and there are a lot of attorney fees that he is doing what he can to keep them to a minimum. He was contacted so late that no one on the board anticipated the ZBA and zoning issue. We are trying to get this done as quickly as we can. He has no reason right now to believe that McDonald is going to back out. McDonald is a position to close even though Mr. Crimmins is gone.

The attorneys are going forward with the assumption that the meeting on June 12th will take place and it will be approved and the closing will be on the 13th or 14th. A word of caution if the ZBA were to deny the request, the TIFA would have to go into Plan B. Plan B is a text amendment to the zoning ordinance that would require a public hearing before the planning commission and a public hearing before the Republic Township Board. Some time in the future it may be in the best interest of Republic to have that text amendment anyway so that this basically zoned as a dam and this is not a bridge that needs to be crossed right now.

There are things that have happened since the last TIFA board meeting which have not technically been approved by the TIFA board. The TIFA board has to make sure that Jim has the legal authority to strike this sale. One issue that has come up is that there was no language prior to Attorney Burkhart getting involved on the easement. The easement that they have offered is a 40 foot wide easement including the two rut trail. Jim believes that the easement is adequate for access to the dam. The two rut trail to the dam site comes off of the road through the old mine site from the gate on the north end to the gate on the south end.

There is one more important limitation that the public needs to understand. Mr. Crimmons has no desire to allow public access to the dam. Jim has the same idea. Easement itself is limited to such things such as dam inspection, maintenance, repair, operation, replacement etc. but not for access for the Republic Township general public. This is an important limitation that Attorney Burkhart wants TIFA board approval on because it is a business decision for them to make.

Mr. Crimmins had a rather bizarre provision regarding liability insurance including a clause that said if the dam is destroyed, that the TIFA has to pay for rebuilding. That is never going to happen because the TIFA couldn't even get that kind of insurance. So there was a change to limit that to only basically liability insurance for personal injury, death or property damage that occurs as a result of operating the dam. The coverage is available for about \$1,500 per year. Once the dam is owned by the TIFA, Jim will talk with the insurance agent and obtain coverage.

The last thing is that the gates are already being built. Jim has some commitments for funds but the donors do not want to contribute until after it is owned. Mr. Crimmins has gone ahead and fabricated the gates. Jim will know more by the end of the week.

The TIFA Board needs to approve the final language on the deed and the final language of the mortgage and the promissory note. The previous resolution has stated that Jim and Norine were authorized to sign all document related to the purchase. A resolution is needed to reauthorize the signing of the revised documents.

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There was extended discussion concerning the language change in the mortgage. Attorney Burkhart sent a copy via e-mail to John. John printed it out for the TIFA board to read.

Liability insurance was discussed and the latest copy of the mortgage was read to highlight the change as follows: page 2, second full paragraph, line 7 which reads "To insure the premises against liability claims, with Mortgagee named as an additional named insured. The policies will be delivered as issued to Mortgagee with the premiums paid in full."

Motion was made by Chuck Hurst and seconded by Norine Maki as follows: To approve and ratify James Brennan and Norine Maki to execute the Promissory Note and Mortgage and to take any other steps reasonably necessary to close the real estate purchase agreement for the dam. Furthermore, the TIFA authorizes James Brennan to present the dimensional variance application to the ZBA relative to the Republic dam and to sign documents as necessary. Motion passed 3 yes and zero no.

New Business - none

Public Comment –

Gary Johnson made a comment concerning the terms of office in the by-laws.

Mike Rautio – what happens if the TIFA cannot pay the mortgage? Answer: the dam would go back to the owner or the payment amount can be adjusted.

Robert – how much will it cost to place the dam back in operation? Answer: \$45,000.

- where is the board getting the money to buy the gates? Answer: the money will be borrowed.

Compliments were paid to the members of the TIFA board.

John made the motion to adjourn and Chuck seconded the motion. Motion passed. Meeting adjourned at 8:20 PM.

John Ulrich, Supervisor

Republic Township, 906-376-8139

TIFA FINAL Meeting Minutes 6/8/2018

The meeting was called to order by Jim Brennan at 7:02 PM.

Salute to the flag.

Attendees: Jim Brennan, Norine Maki, Chuck Hurst, and John Ulrich. Absent - Maggie Shepherd

Norine made a motion to approve the amended agenda, John seconded the motion. Motion passed.

Chuck made a motion to approve the minutes of the 5/22/18 meeting. Norine seconded the motion. Motion passed.

Treasurers report: None.

There was no public comment on the agenda. No public present.

Old Business:

Jim made everyone present aware of the Zoning Board of Appeals hearing on 6-12-18. They have all the material they need. The lawyer will be on a conference call during the hearing.

New business:

Jim made a resolution him and Norine to be authorized to sign on behalf of the TIFA for promissary note with a financial institution for \$49,000 for the cost to install and fabricate three new gates in the Republic dam. Norine seconded the motion. The motion passed with a roll call vote as follows:

Jim – Yes

Norine – Yes

John - Yes

Chuck – Yes

Jim made a motion to allow him to sign an lump sum agreement with A. Lindberg and Sons for \$49,000 to be paid within 45 days of the installation of the re-fabricated gates. Norine seconded the motion.

The motion passed with a roll call vote as follows:

Jim – Yes

Norine – Yes

John - Yes

Chuck – Yes

Jim made a motion authorize the TIFA board to go the Township Board and ask for a resolution allowing the TIFA to go for a for long term note with a financial institution for \$49,000 for the cost to construct and install three new gates in the dam. Norine seconded the motion. Motion passed.

Chuck made a motion to accept an agreement with the Republic Sportsman Club to operate the Republic Dam gates in accordance with the DEQ operation permit number WRP011158. Republic Sportsman Club will also provide \$1,000,000 liability insurance. Jim seconded the motion. Motion passed.

Chuck made a motion to allow Jim to sign the insurance documents to properly insure the dam. Norine seconded the motion. The motion passed with a roll call vote as follows:

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Jim – Aye
Norine – Aye
Chuck – Aye
John - Aye

Chuck made a motion to purchase the required fence, sign and water gages for the dam safety requirements and operation for approximately \$400. Norine seconded the motion. The motion passed with a roll call vote as follows:

Jim – Aye
Norine – Aye
Chuck – Aye
John - Aye

Chuck made a motion to contract with Spear Land Surveying, Inc. to place three water gages for a price not to exceed \$750. Norine seconded the motion. The motion passed with a roll call vote as follows:

Jim – Aye
Norine – Aye
Chuck – Aye
John - Aye

Public Comment – None

John made the motion to adjourn and Norine seconded the motion. Motion passed. Meeting adjourned at 7:42 PM.

John Ulrich, Supervisor
Republic Township
906-376-8139

TIFA DRAFT Meeting Minutes 9/26/2018

The meeting was called to order by Jim Brennan at 7:00 PM.

Salute to the flag.

Attendees: Jim Brennan, Norine Maki, and John Ulrich.

Guests: Scott Richards and Samuel Prentice

John made a motion to approve the agenda with the date of the minutes of 6-8-18 added, Norine seconded the motion. Motion passed.

Norine made a motion to approve the minutes of the 6/8/18 meeting. John seconded the motion. Motion passed.

There was no public comment on the agenda. No public was present.

Old Business:

Contract agreement with the township has been completed

The promissory note for the purchase of the dam has been paid off.

The long term note is being processed with Range Bank.

New Business

GEI Consultants presented an Engineering Services Proposal for Republic Dam Funding Applications. The proposal was explained by Scott Richards and Samuel Prentice.

Norine made a motion to accept the proposal with initial project fees of \$4,000.00 with the understanding that the TIFA board will award design and construction services to GEI should the project move forward. Jim seconded the motion. Roll call vote as follows:

Norine – Yes

John – Yes

Jim – Yes

The 2019 fiscal year budget was discussed with preliminary numbers filled in.

Jim presented suggested by-law changes to align the TIFA budget and fiscal year with the township year. The changes will move the TIFA budget and fiscal year from the calendar year beginning on January 1 and ending on December 31 to the fiscal year beginning on April 1 each year and ending on March 31 the following year. The TIFA annual budget will be presented to the township board by the end of January each year.

John made the motion to approve the suggested by-law changes and Norine seconded the motion. Motion passed.

Public Comment – No public was present.

John made the motion to adjourn and Norine seconded the motion. Motion passed. Meeting adjourned at 8:04 PM.

John Ulrich, Supervisor

Republic Township, 906-376-8139

TIFA FINAL Meeting Minutes 9/26/2018

The meeting was called to order by Jim Brennan at 7:00 PM.

Salute to the flag.

Attendees: Jim Brennan, Norine Maki, and John Ulrich.

Guests: Scott Richards and Samuel Prentice

John made a motion to approve the agenda with the date of the minutes of 6-8-18 added, Norine seconded the motion. Motion passed.

Norine made a motion to approve the minutes of the 6/8/18 meeting. John seconded the motion. Motion passed.

There was no public comment on the agenda. No public was present.

Old Business:

Contract agreement with the township has been completed

The promissory note for the purchase of the dam has been paid off.

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Norine – Yes

John – Yes

Jim – Yes

The 2019 fiscal year budget was discussed with preliminary numbers filled in.

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John made the motion to approve the suggested by-law changes and Norine seconded the motion. Motion passed.

Public Comment – No public was present.

John made the motion to adjourn and Norine seconded the motion. Motion passed. Meeting adjourned at 8:04 PM.

John Ulrich, Supervisor

Republic Township, 906-376-8139

September 26, 2018
Proposal No. 610043

Mr. Jim Brennan,
Authority Chairman
Michigamme River Basin Authority
279 Kloman Ave.
Republic, Michigan 49879

RE: Engineering Services Proposal for Republic Dam Funding Applications, Republic, Michigan

GEI Consultants of Michigan, P.C. (GEI) is pleased to provide this proposal for civil and environmental engineering services, as well as funding application preparation services in support of improvements to the Republic Dam (dam). This proposal outlines our understanding of this project phase, our proposed scope of services, the project schedule, our assumptions, and project fees.

Project Understanding and Purpose

The Republic Dam (State ID No. 00579) is located on the Michigamme River in Section 18, T46N, R29W in Republic Township. The drainage area upstream of the dam is approximately 238 square miles and the dam is designed for the 200-year flood event sufficient to pass 6,300 cubic feet of water per second. The dam is accessible on the west side from School Road (Co. Rd. LE), between North and South Republic.

The dam was originally constructed in 1876 as part of a hydroelectric project to support early developments at the Republic Mine. In 1914-15, the existing structures were constructed. The Republic Dam is a low-height concrete gravity structure with broad embankment sections on the left and right abutments. The current structures include the concrete dam and outlet works, the emergency spillway, and the former powerhouse site and associated tailrace. GEI recently designed temporary gate replacements, which were installed to enable operation of the gates over a planned five-year period. The dam has endured multiple flood and ice loading conditions in its 100 years of service.

The Michigamme River Basin, located upstream of the dam, is an economic and recreational resource for the community, including the annual fishing derby. The surface area of the reservoir is approximately 180 acres and the storage capacity of the reservoir is approximately 1,450 acre-feet. The reservoir elevation is typically maintained at 1493.0-feet, which results in a total head across the structure of approximately 10-feet. The Republic Dam is currently maintained and operated by the Michigamme River Basin Authority (Authority). The dam is currently regulated under Part 315 and does not have a regulated water surface elevation as would be established under Part 307.

GEI completed a Dam Safety Inspection Report in 2015, which noted several deficiencies. We understand the Authority has recently acquired ownership of the dam from Republic Mountain Lake, LLC with the intent and the requirement to repair the dam within five years of accepting ownership. This property ownership transfer to a public entity enables the dam to be eligible for various State and Federal grant programs.

The Authority and the community wish to maintain the current impoundment elevation as necessary to preserve property values and the recreational resource. The Authority would prefer the dam to be a permanent spillway, without the need to operate gates. A weir structure with a fish bypass has been preliminarily discussed. More favorably discussed has been a rock ramp style structure consisting of a series of small cascading elevation drops along the river over hundreds of feet.


The purpose of this preliminary project phase is to develop the preliminary planning necessary to complete and submit funding applications to State and Federal Agencies as necessary to construct dam improvements.

Scope of Services

To meet the project goals outlined above, GEI proposes the following scope of engineering services.

Task 1 – Project Kickoff Meeting and Design Consensus

GEI will arrange and attend a project kick-off meeting with invitation extended to the various project stakeholders including:

- 
The Authority
- MDEQ Dam Safety Division
- MDEQ Inland Lakes and Streams Division
- MDNR Fisheries Division
- MDNR Grants Management
- US Fish & Wildlife National Fish Passage Program
- Michigan Department of Agriculture and Rural Development

The intent of this meeting is to identify the goals of each stakeholder and to arrive at a unified dam improvement approach by the conclusion of the meeting. It is anticipated that spillway options will be discussed with an emphasis on the rock ramp method verses the weir / fish ladder combination. Other solutions may be explored at this time. It is important that we build consensus during this meeting so that stakeholders can commit to a particular approach; therefore, making the funding application task straightforward and efficient.

Task 2 – Preliminary Engineering

Following Task 1 completion, GEI will complete preliminary engineering of the proposed spillway improvement to the extent necessary to proceed with funding applications. GEI will complete a proposed project narrative and a high level conceptual drawing to illustrate the proposed project. An Engineer's preliminary opinion of cost will be completed for use in identifying a project budget and in determining how to structure subsequent grant applications.

Task 3 – Funding Applications

Using the approach and cost opinions developed in previous tasks, GEI anticipates completing funding applications for submittal to the following three grant programs on behalf of the Authority:

1. Michigan Department of Agriculture and Rural Development (MDARD)
2. Michigan DNR Dam Management Program
3. US Fish and Wildlife Service's National Fish Passage Program.

Deliverables

Task 1 – Project Approach Consensus

GEI will record and distribute a meeting agenda, as well as minutes, as documentation. Meeting minutes will also include any follow-up action items as required by each stakeholder.

Task 2 – Preliminary Engineering

Preliminary engineering deliverables will include an executive summary of the proposed project, background information, the alternatives considered, the selected alternative, and the proposed project cost. In addition, a conceptual project plan will be created to illustrate the proposed project.

Task 3 – Funding Applications

GEI will submit administratively complete funding applications for the Authority to approve and execute. Funding applications are anticipated to include MDARD, MDNR Dam Management Grant, and US Fish and Wildlife Service's National Fish Passage Program.

Deliverables will be transmitted via email in .pdf format and uploaded to the respective grant application websites as applicable.

Schedule

GEI is prepared to begin work as soon as an agreement approving this proposal is executed. The following table summarizes the proposed project schedule. The project schedule is established based on a project award date of Wednesday, September 26, 2018. Should award of the project be delayed beyond this date, subsequent milestones would be delayed.

Proposed Project Schedule

Project Milestone	Date
Project award to GEI	September 26, 2018
Stakeholder Meeting	October 5, 2018
MDNR Dam Management Grant Application Deadline	Mid-November, 2018
MDARD Grant Application Deadline	November 14, 2018 @ 3 pm EST
US Fish & Wildlife Grant Application Due	December 31, 2018

Project Fees

EGI proposes to complete the above scope of services for an initial **Lump Sum fee of \$4,000** with the understanding the Authority will award design and construction engineering services to GEI should the project move forward. It is anticipated the above described scope of services will accrue an engineering effort of approximately \$10,000. GEI understands this is beyond the means of the Authority and proposes sharing the front-end project risk; if the grant applications are unsuccessful and the project does not move forward, GEI will only invoice the Lump Sum fee. If the Grant application(s) is (are) successful and the grant program allows for retroactive reimbursement for pre-grant preliminary engineering services, GEI will invoice the actual engineering effort accumulated on a time and materials basis in accordance with our standard fee schedule. In the event the Authority is awarded the grant and declines to engage GEI for engineering services related to design and construction of the Dam project, GEI will issue an invoice to the Authority for all work completed to date on a time and materials basis in accordance with our standard Fee Schedule without regard to grant reimbursement guidelines.

The outcome of the grant application will determine the scale of the project which directly influences the level of engineering effort required. Upon solidifying the project scope and the Authority receiving the grant award(s), GEI will issue a formal engineering services agreement specific to the identified scope of work for the Authority's consideration.

If additional services are required or requested beyond those described above, they will be performed on an accrued time-and-expense basis in accordance with our standard Fee Schedule. The Authority will be notified of any additional services prior to them being performed.

Assumptions

This engineering services proposal assumes the following items:

- 1) Owner reviews will be completed and returned in a timely manner to GEI.
- 2) Consensus will be reached as an outcome of Task 1 or the Authority will direct GEI regarding the preferred approach.
- 3) Detailed engineering design is not included in this scope of services. Preliminary engineering will be completed only as necessary to complete the identified funding applications. Construction engineering and permitting is not included in this scope of services.
- 4) Similar funding applications will be submitted to each of the three funding programs.
- 5) The authority will activate online accounts for grant sources with an online submittal process.
- 6) The Authority currently has or can obtain permission to access all land necessary for the selected design approach. Letters of authorization must be included in each funding application.
- 7) The Authority will assist and provide information on non-technical application elements including, but not limited to, Tax identification number, a funding application contact, Township population, demographics, average income, recreation plan objectives, and maintenance costs for the dam to date.

- 8) The Authority will sign and include appropriate matching contribution documentation with each grant application. Matching funds can include cash or in-kind services related to the project and funding application. Matching contributions can be up to 50% of the total project cost.

Conditions of Engagement

GEI proposes to perform these services in accordance with our standard Terms and Conditions per the attached agreement. GEI will submit monthly invoices. If this proposal is acceptable, please return one executed copy of the enclosed agreement.

We thank you for the opportunity to be of service and we look forward to working with you on this project. Should you have any questions or require additional information, please contact Scott Richards at (906) 662-4743.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Scott W. Richards, P.E.
Project Manager



Michael D. Carpenter, P.E.
Vice President

Attachments: Standard Professional Services Agreement

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between GEI Consultants of Michigan, P.C.

Michigamme River Basin Authority at 279, Kloman Avenue, Republic, Michigan 49879 and

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of the Authority and the Operator, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware that an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other warranties or representations, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use

and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For Client:	Mr. Jim Brennan, Authority Chairman
	Michigamme River Basin Authority
For GEI:	Scott Richards, PE

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between Client and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

- e) **Survival.** All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) **Waiver.** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) **Headings.** The headings used in this Agreement are for general reference only and do not have special significance.
- i) **Certifications.** GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals
- Exhibit F, Special Provisions for Engineering Design Services
- Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)



16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

By:

By:

(Signature)

(Signature)

Scott Richards, PE

(Print Name)

(Print Name)

Project Manager

(Title)

(Title)

September 26, 2018

(Date)

(Date)



STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Scope of Services and Schedule

(See attached proposal dated September 26, 2016)



STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

Payment Terms

(See attached proposal dated September 26, 2016)

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):

1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
2. Including explosion, underground drilling excavation, and collapse hazards.
3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

C. Comprehensive Automobile Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:

1. \$1,000,000 per claim and in aggregate.

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBIT D****Special Provisions for Field Services**

- A. **Right of Entry.** CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. **Underground structures.** CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. **Presence of Hazardous Materials.** If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. **Disposal of Samples and Wastes Containing Regulated Contaminants.** In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. **Contribution of Hazardous Materials.** CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and



by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBIT E****Special Provisions for Services of Licensed Site/Environmental Professionals**

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBIT F****Special Provisions for Engineering Design Services**

A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:

1. Assumes all responsibility for interpretation of the construction Contract Documents.
2. Assumes all responsibility for construction observation and review.
3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

B. Use of Documents.

1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBIT G****Special Provisions for Opinions of Probable Construction Costs**

~~GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.~~

~~If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.~~

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBIT H****Special Provisions for Construction Services**

~~In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.~~

~~A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.~~

~~B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.~~

TIFA FINAL Meeting Minutes 11/13/2018

The meeting was called to order by Jim Brennan at 7:05 PM.

Attendees: Jim Brennan, Chuck Hurst, and John Ulrich. Norine Maki and Maggie Shepheard– Absent.

Public Present: Craig and Joanne Vanbeek

John made a motion to approve the agenda, Chuck seconded the motion. Motion passed.

Jim made a motion to approve the minutes of the 9/26/18 meeting. John seconded the motion. Motion passed.

There was no public comment on the agenda.

Old Business:

The TIFA is on hold on a loan with Range Bank due to lack of incorporation papers.

Chuck will talk to Charlotte at Range Bank.

Jim will contact Bill Sanders to see if he remembers the TIFA incorporation.

Roger Crimmins is calling Jim wanting to talk.

The long term note with Range Bank has encountered a difficulty due to the fact that the TIFA is not incorporated with the state as an entity. Discussion concerning this matter revealed that the TIFA may have to apply with the state for incorporation.

New Business

GEI Consultants proposal and drawings/pictures for a MDARD application was presented to the board. The proposal was explained by Jim which entailed a fixed crest dam.

Chuck made a motion to approve the MDARD Grant Resolution (attached) for the TIFA to approve \$104, 330 match toward the MDARD grant for the Republic Dam Project. Motion was supported by John. Roll call vote as follows:

James Brennan – yay, Norine Maki – absent, John Ulrich – yay, Chuck Hurst = yay, Maggie Shepheard – absent. Motion passed.

GEI Consultants proposal and drawings/pictures for an MDNR Dam Management Grant application was presented to the board. The proposal was explained by Jim which entailed to install a fish ladder on the west side of the dam up over the existing overflow spillway.

John made a motion to approve the MDNR Dam Management Grant Resolution (attached) for the TIFA to approve ~~\$22,600~~ \$24, 700 towards the MDNR grant for the Republic Dam Project. Motion was supported by Chuck Hurst. Roll call vote as follows:

James Brennan – yay, Norine Maki – absent, John Ulrich – yay, Chuck Hurst = yay, Maggie Shepheard – absent. Motion passed.

Public Comment – Craig asked questions about the current dam elevations and the proposed dam modification elevations. All questions were answered.

John made the motion to adjourn and Jim seconded the motion. Motion passed. Meeting adjourned at 7:58 PM.

John Ulrich, Supervisor

Republic Township, 906-376-8139

Resolution
Of
Michigamme River Basin
Tax Increment Financing and
Water Improvement Authority

WHEREAS, The Michigamme River Basin Tax Increment Financing and Water Improvement Authority of Republic Township, Marquette County, State of Michigan will fund \$104,330 towards MDARD Rural development grant for the Republic Dam project.

WHEREAS, having the River basin level maintained at a particular level during the spring and summer season ensures the safety of the boaters, anglers and swimmers. In addition to maintaining the property values of those that live on the river, it also provides a much-needed boost to area business.

WHEREAS, Public ACT of 2008, State of Michigan provides the Michigamme River Basin Tax Increment Financing and Water Improvement Authority to fund and receive grants for the improvement of the water district.

THEREFORE, now be it resolved that the Michigamme River Basin Tax Increment Financing and Water Improvement Authority of Republic Township, Marquette County and State of Michigan does hereby approve \$104,330 towards MDARD Rural Development grant for the Republic Dam project.

On a motion by: *Chuck Hurst*

Supported by: *John Ulrich*

Roll Call vote:	yays:	nays:	absent:
James Brennan	X		
Norrine Maki	ABSENT		X
John Ulrich	X		
Chuck Hurst	X		
Maggie Shepherd	ABSENT		X

Resolution
Of
Michigamme River Basin Tax
Increment Financing and Water Improvement
Authority

WHEREAS, The Michigamme River Basin Tax Increment Financing and Water Improvement Authority of Republic Township, Marquette County, State of Michigan will fund ~~\$22,690~~ towards MDNR Dam management grant for a fish passage.

11-14-18 JCH
SMD
CWA
\$24,700

WHEREAS, having the river basin maintained at a particular level during the spring and summer season, ensures the safety of the boaters, anglers, and swimmers. In addition to maintaining the property values of those that live on the river, it also provides much-needed economic boost to area businesses.

WHEREAS, Public ACT of 2008, State of Michigan provides the Michigamme River Basin Tax Increment Financing and Water Improvement Authority to fund and receive grants for the improvement of the water district.

THEREFORE, now be it resolved that the Michigamme River Basin Tax Increment Financing and Water Improvement Authority of Republic Township, Marquette County, and State of Michigan does hereby approve ~~\$22,690~~ towards MDNR Dam management grant for a fish passage.

\$24,700 JCH
SMD
CWA

On a motion by: John Ulrich

Supported by: Chuck Hurst

Roll Call Vote:	yays:	nays:	absent:
James Brennan	X		
Norraine Maki			X
John Ulrich	X		
Chuck Hurst	X		
Maggie Shepherd			X

TIFA FINAL Meeting Minutes 12/06/2018

Jim made a motion to go to the township board for a name change to the by-laws. Norine seconded the motion. Motion passed.

Jim made a motion to purchase a shirt for retiring Sen. Casperson for \$50 or less. Norine seconded the motion. Roll call vote:

James Brennan – yay, Norine Maki – absent, John Ulrich – yay, Chuck Hurst = yay, Maggie Shephard – absent. Motion passed.

Public Comment –none.

John made the motion to adjourn and Norine seconded the motion. Motion passed. Meeting adjourned at 8:22 PM.

John Ulrich, Supervisor

Republic Township, 906-376-8139

Resolution of
Michigamme River Basin Water Resource
Improvement Tax Increment Finance Authority

WHEREAS, The Michigamme River Basin Water Resource Improvement Tax Increment Finance Authority of Republic Township, Marquette County, State of Michigan will fund \$221,500 towards U. S. Fish and Wildlife passage program for the Republic Dam fish passage.

WHEREAS, having the River basin level maintained at a particular level during the spring and summer season ensures the safety of the boaters, anglers and swimmers. In addition to maintaining the property values of the those that live on the river, it also provides a much-needed boost to area business.

WHEREAS, Public Act of 2008, State of Michigan provides the Michigamme River Basin Water Resource Improvement Tax Increment Finance Authority to fund and receive grants and funds for the improvement of the water district.

THEREFORE, Now be it resolved that the Michigamme River Basin Water Resource Improvement Tax Increment Finance Authority of Republic Township, Marquette County and State of Michigan does hear by approve \$221,500 towards U. S. Fish and Wildlife Fish Passage Program for the Republic Dam Fish Passage.

On a motion by: *Tim Brennan*

Supported by: *John Ulrich*

Roll Call Vote:	yays:	nays:	absent:
James Brennan		X	
Norine Maki		X	
John Ulrich		X	
Chuck Hurst		X	
Maggie Shepherd			X

Resolution of
Michigamme River Basin Water Resource
Improvement Tax Increment Finance Authority

WHEREAS, The Michigamme River Basin Water Resource Improvement Tax Increment Finance Authority of Republic Township, Marquette County, State of Michigan will fund \$321,500 towards U. S. Fish and Wildlife passage program for the Republic Dam modification and fish passage.

WHEREAS, having the River basin level maintained at a particular level during the spring and summer season ensures the safety of the boaters, anglers and swimmers. In addition to maintaining the property values of the those that live on the river, it also provides a much-needed boost to area business

WHEREAS, Public Act of 2008, State of Michigan provides the Michigamme River Basin Water Resource Improvement Tax Increment Finance Authority to fund and receive grants and funds for the improvement of the water district.

THEREFORE, Now be it resolved that the Michigamme River Basin Water Resource Improvement Tax Increment Finance Authority of Republic Township, Marquette County and State of Michigan does hear by approve \$321,500 towards U. S. Fish and Wildlife Fish Passage Program for the Republic Dam Modification and Fish Passage.

On a motion by: *Jim Brennan*

Supported by: *Norine Maki*

Roll Call Vote:	yays:	nays:	absent:
James Brennan	<i>x</i>		
Norine Maki	<i>x</i>		
John Ulrich	<i>x</i>		
Chuck Hurst	<i>x</i>		
Maggie Shepherd			<i>x</i>

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
MICHIGAMME RIVER BASIN WATER RESOURCES IMPROVEMENT
TAX INCREMENT FINANCE AUTHORITY**

At a regular meeting of the Michigamme River Basin Water Resources Improvement Tax Increment Finance Authority ("the Authority") Board of Directors held on December 6, 2018 at the Township Hall in Republic, Michigan.

Present were: Tim Brennan, Norine Maki, Chuck Hurst, John Ulrich

Absent were: Maggie Shepherd

Discussion was had relative to the fact that the Authority has on several occasions gone by similar, but not identical, names, which has created some confusion as to its proper legal name. In the past, the Authority has been referred to in various Township and TIFA Board meetings as follows:

- (1) Republic Township Water Resources Improvement Tax Increment Finance Authority;
- (2) Township of Republic, Marquette County, Michigan Water Improvement Resources Authority;
- (3) Michigamme River Basin Water Resources Improvement Authority;
- (4) Michigamme River Water Resources Improvement Authority and Tax Increment Finance Authority;

A Resolution in support passed by the Marquette County Board of Commissioners on October 20, 2009, the Marquette County Board properly referred to the Authority as the "Michigamme River Basin Water Resources Improvement Tax Increment Finance Authority."

That Republic Township passed a Resolution dated June 28, 2018 allowing the "Michigamme River Basin Water Resources Improvement Tax Increment Finance Authority" to secure a loan.

After discussion, it was RESOLVED as follows:

1. That henceforth, the proper name of the Authority shall be the "Michigamme River Basin Water Resources Improvement Tax Increment Finance Authority."
2. That henceforth, all official documents and records shall refer only to the Authority in the following manner: "Michigamme River Basin Water Resources Improvement Tax Increment Finance Authority."
3. That henceforth, the By-Laws of the Authority will be revised to indicate that the proper name of the Authority is "Michigamme River Basin Water Resources Improvement Tax Increment Finance Authority."
4. Further, in the interest of clarity, the federal I.D. number of the Authority is 38-6006314.

Ayes 4 Nays 0 Abstained _____ Absent 1

A lawful quorum for the conduct of business being present, a motion having been made by Tim Brennan and seconded by Chuck Hurst.

CERTIFICATION

I hereby certify that the Resolutions set forth above were adopted by the Board of Directors of the Michigamme River Basin Water Resources Improvement Tax Increment Finance Authority at the time, date, and place specified above pursuant to the required statutory procedures.

Respectfully submitted,

John Ulrich

, Secretary

Dated: 12-06-2018