



**Fenton  
Downtown  
Development  
Authority**

City of Fenton – Downtown Development Authority  
Board Meeting of Tuesday April 17, 2012  
6:00 p.m. – Council Chambers – City Hall

Call to Order

Roll Call

- 1) Election of Officers
- 2) Director's Report
- 3) Financial Report
- 4) Consent Agenda
  - a) Accounts Payable – Authorize payment of bills in the amount of \$31,414.45.
  - b) Minutes of the DDA Board Meeting.

**CITIZEN COMMENTS:** If you wish to address any agenda item, please identify yourself and you will be called on when that item is reached. Comments on items not on the agenda may be made at the Call to the Audience.

- 5) Community Center soil borings
- 6) Freedom Festival
- 7) Call to the Audience
- 8) Closed session to discuss a matter subject to Attorney-Client privilege
- 9) Adjournment

Upcoming meeting: May 15, 2012



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CITY OF FENTON  
DOWNTOWN DEVELOPMENT AUTHORITY  
BALANCE SHEET  
11-Apr-12

ASSETS:	
CASH IN BANK	\$2,478,108
DUE FROM OTHER FUNDS	<u>\$493</u>
TOTAL ASSETS	<u><u>\$2,478,601</u></u>
LIABILITIES:	
ACCOUNTS PAYABLE	
DUE TO OTHER FUNDS	<u>\$25,735</u>
TOTAL LIABILITIES	\$25,735
FUND EQUITY:	
FUND BALANCE	<u>\$2,452,866</u>
TOTAL LIABILITES AND EQUITY	<u><u>\$2,478,601</u></u>

CITY OF FENTON  
DOWNTOWN DEVELOPMENT AUTHORITY  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
11-Apr-12

	AMENDED BUDGET	YTD ACTUAL	PERCENT OF BUDGET	VARIANCE FRM BUDGET
<b>REVENUES:</b>				
TAX REVENUES	\$2,026,835	\$1,996,057	98.48%	(\$30,778)
REVENUE SHARING	(\$400,000)	(\$400,000)	100.00%	\$0
PREV YRS CHARGE BACKS.		(\$94,176)		
MISCELLANEOUS INCOME	\$0	\$660	0.00%	(\$660)
INTEREST INCOME	\$10,000	\$5,041	50.41%	(\$4,959)
<b>TOTAL REVENUE</b>	<b>\$1,636,835</b>	<b>\$1,507,582</b>	<b>92.10%</b>	<b>(\$36,397)</b>
<b>DEBT PAYMENTS:</b>				
PRINCIPAL	\$320,000	\$310,000	96.88%	\$10,000
INTEREST & FEES	\$174,822	\$181,327	103.72%	(\$6,505)
<b>TOTAL PAYMENTS</b>	<b>\$494,822</b>	<b>\$491,327</b>	<b>99.29%</b>	<b>\$3,495</b>
<b>OPERATING EXPENSES:</b>				
SALARIES	\$53,000	\$35,940	67.81%	\$17,060
EMP FRINGES	\$18,000	\$14,035	77.97%	\$3,965
CONFERENCES & DUES	\$2,500	\$1,969	78.76%	\$531
PROF SERVICES	\$30,000	\$20,173	67.24%	\$9,827
MARKETING	\$142,600	\$103,912	72.87%	\$38,688
EVENT MARKETING	\$59,400	\$44,829	75.47%	\$14,571
APPRAISALS	\$40,000	\$8,000	20.00%	\$32,000
BOND COSTS	\$47,000		0.00%	\$47,000
LEGAL FEES	\$30,000	\$15,232	50.77%	\$14,768
INSURANCE	\$15,000	\$15,000	100.00%	\$0
OLD FIRE HALL UTILITIES	\$0	\$2,019		(\$2,019)
RENTAL PROPERTY	\$5,000	\$189	3.78%	\$4,811
STREET LIGHTS	\$8,000	\$1,309	16.36%	\$6,691
LANDSCAPING MAINTENANCE	\$16,000	\$9,875	61.72%	\$6,125
LAWN CARE	\$7,200	\$4,471	62.10%	\$2,729
RIVER ST. UTILITIES	\$5,000	\$1,731	34.62%	\$3,269
WEBSITE	\$3,000	\$3,765	125.50%	(\$765)
MISCELLANEOUS	\$7,500	\$4,562	60.83%	\$2,938
<b>TOTAL OPERATING</b>	<b>\$489,200</b>	<b>\$287,011</b>	<b>58.67%</b>	<b>\$202,189</b>
<b>PROJECTS:</b>				
MASTER PLAN IMPLEMENTATION	\$1,000,000	\$301,430	30.14%	\$698,570
OLD FIRE HALL	\$400,000		0.00%	\$400,000
WAYFINDING	\$105,000	\$102,310	97.44%	\$2,690
STRIPING	\$3,000		0.00%	\$3,000
STREETSCAPE	\$75,000	\$67,406	89.87%	\$7,594
STREETSCAPE MAINTENANCE	\$20,000	\$8,262	41.31%	\$11,738
FAÇADE IMPROVEMENTS	\$200,000		0.00%	\$200,000
RIVER ST PARKING IMPROVMENTS	\$0	\$1,000		(\$1,000)
COMMUNITY CENTER RESTORATION	\$200,000	\$12,960	6.48%	\$187,040
DISPATCH EQUIPMENT	\$40,000	\$61,576	153.94%	(\$21,576)
WALNUT ST IMPROV	\$64,000	\$48,529	75.83%	\$15,471
SILVER PARKWAY DESIGN	\$0	\$1,352		(\$1,352)
SILVER PARKWAY IMPROV	\$0	\$6,841		(\$6,841)
<b>TOTAL PROJECTS</b>	<b>\$2,107,000</b>	<b>\$611,666</b>	<b>29.03%</b>	<b>\$1,495,334</b>
<b>TOTAL EXPENDITURES</b>	<b>\$3,091,022</b>	<b>\$1,390,004</b>	<b>44.97%</b>	<b>\$1,701,018</b>
<b>REVENUES OVER EXPENDITURES</b>	<b>(\$1,454,187)</b>	<b>\$117,578</b>		
<b>BEGINNING FUND BALANCE</b>	<b>\$2,335,288</b>	<b>\$2,335,288</b>		
<b>ENDING FUND BALANCE</b>	<b>\$881,101</b>	<b>\$2,452,866</b>		



**Fenton  
Downtown  
Development  
Authority**

**FENTON DOWNTOWN DEVELOPMENT AUTHORITY PROCEEDINGS**

6:00 p.m.

Tuesday March 27, 2012

The meeting was called to order by Chairman Schmidt at 6:00pm.

**ROLL CALL:**

**PRESENT:** Bayer, Bertschy, Canever, Green, Henderson, James (via phone)  
Kasper, Osborn, Schmidt, Strayer, Sweetman, Wesch

**ABSENT:** Saule

**OTHERS:** Michael Burns DDA Director/Assistant City Manager, Lynn  
Markland City Manager

**EXECUTIVE DIRECTOR'S REPORT:**

Burns reported that a lot of his time has been involved in the Budget, The Old Fire Hall and The Cornerstone Project.

Burns gave a presentation on our "Be Closer" project at the Michigan Municipal League this week. Our city did not win the award, The City of Utica won. There was discussion at the conference about the Personal Property Tax. Looks like assets over \$40,000 will be taxed. There also was discussion about communities utilizing credits. No formula known yet as to how that will be reallocated into the communities. Michigan Municipal League is trying to work with the state.

**FINANCIAL REPORT:**

Shane reports that tax revenues are down due to the Tax Tribunals.

**CONSENT AGENDA:**

- a) Accounts Payable – Authorize payment of bills in the amount of \$18,488.99
- b) Minutes of the February 21, 2012 DDA Board Meeting

Motion by Kasper, supported by Henderson to approve the consent agenda as presented.

MOTION CARRIED, Roll Call Vote: Bayer-aye, Bertschy-aye, Canever-aye, Green-aye, James-aye, Kasper-aye, Osborn-aye, Strayer-aye, Sweetman-aye, Wesch-aye.

**CITIZEN COMMENTS:**

Les Beare, UPS Store, would like to comment on the Budget and Art Walk.

Mary Kreps of Flint would like to comment on the Michigan Brewing Co.

**LINDHOUT & ASSOCIATES / COMMUNITY CENTER:**

Burns reported that the Community Center Restoration Oversight Committee chose to add the restoration of the building to the expansion project. Lindhout & Associates is asking for us to amend the contract based on the updated project costs.

Motion by Schmidt supported by Osborn to approve the contract amendment with Lindhout & Associates for the Community Center Restoration & Expansion project at a cost not to exceed \$133,546.66.

MOTION CARRIED, ALL AYES.

**OLD FIRE HALL UPDATE WITH BOBBY MASON & BILL TADRICK:**

Bill Tadrick was present to give an update regarding the status of the Fire Hall project and their projected construction date.

-Burns reported that there have been a number of meetings with Bill Tadrick and Bobby Mason. Their lease agreement states that they must have occupancy by July 2012, so we will have to discuss an extension.

-Bill Tadrick explained that their biggest drawback was their architect, Ron & Roman of Birmingham. They just recently completed two major projects, the Roadside Bar in Bloomfield and Johnny D's in Ferndale. These projects took longer than they had anticipated. The architect plans will be completed by the end of the month. Then it will be 3-4 weeks for bids which will bring it up to about the first part of May. Then allowing about 12-16 weeks for the build out.

-Schmidt stated that there was a joint meeting held at the Old Fire Hall. Roman advised that he will give the project 100% now that the other jobs have been completed.

-Osborn asked if all of the funding was in place, and if he had a cost yet?

-Tadrick advised that he has the majority in place and that he is estimating the cost to be between \$1.5 & \$2 million.

-Kasper asked if there were any other things that would prevent the opening?

-Schmidt advised that Brad Hissong, the city's Building Director, felt that there was nothing that seems to be needed at this point.

-Tadrick said that he needs to know the design of the intersection before he can design the patio.

-Mary Krep said that she was trying to get information about the Michigan Brewing Co and the Old Fire Hall on line and could not find anything. She went on to say that she wanted to make sure that there was no breach of any law. She thought there was some law that you could not sell alcohol in a government building. She said that she is trying to establish why we are turning a government building into a bar.

-Burns advised her that everything about the project was in order and has been gone over by our attorneys.

-Osborn assured her that our attorneys have already addressed any issues.

-Schmidt and Burns advised her to see them after the meeting and they would give her the city's web site and answer any questions that she may have.

### **FENTON ART WALK 2012:**

Burns gave a report. This year we are planning on making the Art Walk a full day event on July 14, 2012 from 10am-6pm. We decided to partner it with Mark Hamel and his Bastille Day Race.

Sharman of New Moon Visions gave a presentation. They have decided to give the event a French theme, celebrating fine arts. They are looking for an acting troupe in the area and maybe a mime. The Art Walk will take place between Shiawassee and The Fenton Hotel, with activities at the Community Center and the various churches. They will have a review committee made up of art teachers, Lakes Area and LAVA. The participants will submit a PDF of their art work so that the committee will be able to keep track of art work as opposed to craft.

-Schmidt stated that the Art Walk was a big success last year and the merchants were very pleased with the turnout.

-Sweetman added that it was a good idea to combine the Bastille Race with the Art Walk.

-Les Beare felt that the Art Walk went well last year. He was quite surprised to hear that the Parkway was withdrawn from the event this year. He realized that the shuttle was unsuccessful. He would like to have had a chance again this year.

- Sharman responded that the merchants were frustrated. She felt that they should stick with the Silver Linings Rewards Card. It would bring people to the Parkway on a regular basis.
- Schmidt said that there is money set aside in the budget for the Parkway.

Motion by Schmidt, supported by Wesch that the DDA approve the allocation of a cost not to exceed \$5,550 for the 2012 Fenton Art Walk. Also that the DDA move forward and host the Art Walk in conjunction with the Fenton Bastille Day Races on Saturday July 14, 2012.

MOTION CARRIED, ALL AYES.

#### **LAWN CARE CONTRACT:**

Burns reported that at the March 26<sup>th</sup> Fenton City Council meeting, the council chose to go with C.J.Callaghan for the lawn care services for 2012 at the same bid as last year.

- Henderson added that Callaghan has always done a good job. He noticed that they always pick up the trash instead of just mowing over it.

Motion by Schmidt, supported by Wesch to go with the bid from C.J.Callaghan for the lawn care services for 2012.

MOTION CARRIED, ALL AYES.

#### **FY 13 & FY 14 BUDGET:**

Burns reported that due to the changes regarding the possible fiscal condition, he is still in the process of preparing the budgets for Fiscal Year 2013 & 2014.

It was decided that he would hold a Special DDA Budget Meeting Wednesday April 11<sup>th</sup> at 8am in the Council Chambers.

Discussion ensued regarding budgeting for various projects among the board members. There will be more at length discussion during the upcoming Special Budget Meeting.

#### **CALL TO THE AUDIENCE:**

- Mary Kreps questioned if the City had approval from the Methodist Church and the State Government to proceed with the Michigan Brewing Company.

- Schmidt advised Krep that everything had been approved over a year ago.

- Les Beare read a letter that he sent to Mike Burns reference the Breakfast Program that is in place for the two hotels on Silver Parkway. He felt that his UPS Store should have been included in the entertainment guide that New Moon Visions printed this past year.

- Schmidt advised Beare that New Moon is putting together a Service Guide pamphlet that will be available soon. He thanked Beare for his input.

- Osborn added that the \$20,000 Breakfast Program Incentive allowed the hotels



to build here.

-Schmidt announced that Universal Signs won a national award for the welcome signs that we have erected around the city.

-Kasper added that the base of the signs look great.

**ADJOURNMENT:**

The meeting adjourned at 7:30pm.

Respectfully submitted by,

*Craig Schmidt*

Craig Schmidt, Chairman  
Downtown Development Authority

*Elaine McGreevy*

Elaine McGreevy  
Recording Secretary

EXP CHECK RUN DATES 03/29/2012 - 04/25/2012

UNJOURNALIZED OPEN

BANK CODE: 05

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 401 DDA CONSTRUCTION FUND					
Dept 851 DOWNTOWN DEVELOPMENT					
401-851-818.400	MARKETING	NEW MOON VISIONS	SERVICES MONTH OF MARCH 2012	5,008.00	
401-851-825.300	STREETSCAPE	LANDSCAPE ARCHITECTURE S	DOWNTOWN FENTON STREETSCAPE PROJECT	4,125.00	
401-851-825.300	STREETSCAPE	OHM ENGINEERING ADVISORS	DOWNTOWN ROADWAY/ STREETSCAPE DESIGN	18,104.50	
401-851-826.000	LEGAL FEES	FAHEY SHULTZ BURZYCH RHO	PROFESSIONAL SERVICES DDA DIRECTOR	32.50	
401-851-826.000	LEGAL FEES	FAHEY SHULTZ BURZYCH RHO	PROFESSIONAL SERVICES REAL ESTATE MAT	372.50	
401-851-971.400	MASTER PLAN IMPLEMENT	MANSOUR REALTY, INC	APRIL 2012 CONSULTING - CONERSTONE	3,000.00	
401-851-975.721	RIVER STREET UTILITIES	CONSUMERS ENERGY	STREET LIGHTS 125 RIVER	189.38	
401-851-975.801	SILVER PKWY IMPROVEMENTS	HUBBELL, ROTH & CLARK	PROFESSIONAL SERVICES	232.57	
401-851-975.801	SILVER PKWY IMPROVEMENTS	HUBBELL, ROTH & CLARK	SILVER PARKWAY RESURFACING	350.00	
Total For Dept 851 DOWNTOWN DEVELOPMENT				31,414.45	
Total For Fund 401 DDA CONSTRUCTION FUND				31,414.45	
Fund Totals:					
Fund 401 DDA CONSTRUCT				31,414.45	
Total For All Funds:				31,414.45	

EXP CHECK RUN DATES 03/29/2012 - 03/29/2012

JOURNALIZED PAID

BANK CODE: 05

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 401 DDA CONSTRUCTION FUND					
Dept 851 DOWNTOWN DEVELOPMENT					
401-851-719.000	EMPLOYEE FRINGES	HEALTHPLUS	MARCH & APRIL PREMIUMS	495.43	3855
401-851-719.000	EMPLOYEE FRINGES	METLIFE	APRIL PREMIUMS	19.94	3856
401-851-719.000	EMPLOYEE FRINGES	THE STANDARD INSURANCE C	FEBRUARY, MARCH, & APRIL PREMIUMS	45.90	3857
401-851-719.000	EMPLOYEE FRINGES	VISION SERVICE PLAN	APRIL PREMIUMS	6.57	3858
401-851-820.911	DISPATCH EQUIPMENT	ADVANCED WIRELESS TELECO	DISPATCH PRODUCTS	14,649.11	3854
Total For Dept 851 DOWNTOWN DEVELOPMENT				15,216.95	
Total For Fund 401 DDA CONSTRUCTION FUND				15,216.95	
Fund Totals:					
Fund 401 DDA CONSTRUCT				15,216.95	
Total For All Funds:				15,216.95	

EXP CHECK RUN DATES 04/05/2012 - 04/05/2012

JOURNALIZED PAID

BANK CODE: 05

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 401 DDA CONSTRUCTION FUND					
Dept 851 DOWNTOWN DEVELOPMENT					
401-851-719.000	EMPLOYEE FRINGES	MERS	DEFINED CONTRIBUTION - BURNS	340.38	3860
401-851-719.000	EMPLOYEE FRINGES	MERS	DEFINED CONTRIBUTION - BURNS (JAN)	340.38	3860
401-851-719.000	EMPLOYEE FRINGES	AMERAPLAN	MONTHLY PREMIUMS	5.95	3863
401-851-825.400	RENTAL PROPERTIES	FENTON WATER DEPT.	111 S LEROY	57.90	3859
401-851-864.000	CONFERENCES & DUES	VISA	MARCH VISA - MICHAEL BURNS	50.00	3862
401-851-956.100	MISCELLANEOUS	FENTON WATER DEPT.	120 SILVER LAKE	182.35	3859
401-851-956.100	MISCELLANEOUS	VERIZON WIRELESS	CELL PHONE - BURNS	49.84	3861
401-851-956.100	MISCELLANEOUS	VISA	MARCH VISA - MICHAEL BURNS	6.00	3862
Total For Dept 851 DOWNTOWN DEVELOPMENT				<u>1,032.80</u>	
Total For Fund 401 DDA CONSTRUCTION FUND				<u>1,032.80</u>	
Fund Totals:					
Fund 401 DDA CONSTRUCT				<u>1,032.80</u>	
Total For All Funds:				<u>1,032.80</u>	

# FENTON DOWNTOWN DEVELOPMENT AUTHORITY MEMORANDUM



**DATE:** April 10, 2012  
**TO:** Downtown Development Authority Board of Directors *MB*  
**FROM:** Michael T. Burns, Executive Director  
**RE:** Soil Borings

In 2008, a preliminary soil analysis was conducted on the property by G2 Consulting and they found that subsurface conditions were not suitable to support conventional shallow spread footing foundations. At the time, G2 provided preliminary recommendations for alternative site preparation and foundations. While this report gave us an understanding of what the soil conditions are, this report did not provide the detailed analysis nor provide the necessary recommendations to build on the site and address the soil conditions.

When Lindhout and Associates reviewed this information, they informed us that better analysis of the soils surrounding the Community Center, needed to occur. They requested for the administration to allow them to seek out this service and they have been directed to provide us with quotes for our review. They have provided quotes from two firms and the following prices:

- G2 Consulting Group (Howell) for a price of \$3,850
- Schleede Hampton Associates (Birmingham) for a price of \$4,277

I spoke with Brad Alvord and he informed me that the services provided by both firms will meet our needs. Since G2 Consulting is the lowest qualified bidder and has created the initial reports regarding the soil conditions, it would be of the best interest for us to allow them to proceed with this work. I have attached their quote which will spell out the work. Approval is needed by both the City Council and DDA. The City Council approved this at their April 9, 2012 meeting.

**I am recommending that the City Council and Downtown Development Authority allow for G2 Consulting to conduct the necessary soil analysis for the Community Center at a cost not to exceed \$3,850.**



April 4, 2012

Mr. Michael T. Burns  
Assistant City Manager  
Executive Director - City of Fenton DDA  
City of Fenton  
301 S. Leroy Street  
Fenton, Michigan 48430

RE:           Proposal for Geotechnical Investigation  
              Proposed Fenton Community Center Addition  
              150 S. Leroy Street  
              Fenton, Michigan  
              G2 Proposal No. 123024

Dear Mr. Burns:

This letter will serve as our proposal and agreement to perform a geotechnical investigation for the proposed addition to the existing Fenton Community Center located at S. Leroy Street in Fenton, Michigan. We have prepared this proposal on the basis of information provided within the Lindhout Associates Request for Proposal (RFP), dated March 30, 2012.

**PROPOSED PROJECT**

We previously performed a preliminary geotechnical investigation at the site and presented the results of our investigation in a report, dated November 6, 2008. During our previous investigation, we observed subsurface conditions that were not suitable to support conventional shallow spread footing foundations for the larger addition proposed in 2008. Based on the poor soil conditions, we provided preliminary recommendations for alternative site preparation and foundation options.

We understand the current project will include the construction of a 2-story addition to the south end of the existing building. The addition will have masonry exterior walls and will include an interior elevator. The addition will provide approximately 5,300 square feet of floor space and will have an approximate footprint of 2,600 square feet.

G2 Consulting Group, LLC  
Geotechnical & Geoenvironmental  
Engineering Services  
4473 Lakeshire Drive  
Howell, Michigan 48843  
810.224.4330



## SCOPE OF SERVICES

The purpose of the geotechnical investigation is to determine and evaluate the general subsurface conditions at the site and develop related geotechnical recommendations for support of the proposed building addition. A licensed professional engineer acting as a Project Manager will direct the soil exploration. Our proposed scope of services will consist of the following items:

1. G2 Consulting Group, LLC (G2) will stake the approximate soil boring locations as indicated on the "FCC – Test Boring Locations" drawing provided in your RFP. Proposed Boring Layout. If more accurate location and elevation of the soil borings are desired, the project civil engineer should stake and survey the soil boring locations.
2. We will contact the MISS DIG network for utility clearance after the soil borings have been marked. It should be noted that MISS DIG requires a minimum of 72 hours to locate utilities. In addition, we will review any available utility drawings provided by Lindhout Associates Architects for comparison to the marked locations. Any borings that are not cleared by MISS DIG or that could potentially be in conflict with utility locations identified on the available utility drawings will be offset as necessary. Any special access issues or requirements regarding the site should be provided to G2 prior to commencement of our on-site work.
3. We will drill a total of three (3) soil borings within the proposed addition footprint at the approximate locations indicated on the provided "FCC – Test Boring Locations" drawing. Each of the soil borings will be extended to a depth of 45 feet below the existing ground surface. Our proposal is based on a total drilling depth of 135 vertical feet. Soil borings will entail soil sampling at regular intervals using the Standard Penetration Test Method. The boreholes will be backfilled with on-site soils after completion of drilling. It should be understood that some settlement of the borehole fill may occur and that no future maintenance of the holes is included in our fee.
4. We will perform laboratory testing to determine the physical characteristics of the subsurface soils. The testing program may include, as appropriate, determination of the unconfined compressive strength, dry density, natural moisture content, Atterberg limits, organic content and soil classification in accordance with the Unified Soil Classification System. Unused portions of soil samples will be retained for a period of 6 months, after which time they will be discarded.
5. We will prepare an engineering report summarizing our findings, evaluations, conclusions, and recommendations about the following items for each portion of the development:
  - Subsurface soil conditions and groundwater level data obtained during and upon completion of drilling operations
  - Site seismicity, including site class, seismic coefficients, and liquefaction potential
  - Depth and organic content of topsoil and other encountered organic soils
  - Suitability of on-site soils for use as engineered fill
  - Earthwork operations to prepare the site for development, including requirements for subgrade preparation, unsuitable soil undercutting, fill and backfill materials, and placement and compaction of engineered fill



- Stability of temporary excavations, including allowable slope inclinations, support of vertical excavations, and temporary control of groundwater
- Underground utility installation and suitability of excavated soils for reuse as engineered backfill
- Appropriate foundation type(s) and allowable capacities
- Allowable soil bearing pressures for different soil strata
- Estimates of settlement associated with foundations
- Lateral earth pressure design criteria for below-grade walls
- Support of slab-on-grade concrete floors, including moisture protection and methods to minimize vertical rise or settlement

### **PROFESSIONAL FEES**

We propose to perform the services outlined in this proposal for a **lump sum fee of \$3,850**. Our proposed fee assumes the use of a truck mounted drill rig. If the owner would like us to use an all-terrain vehicle (ATV) mounted drill rig in order to reduce the amount of damage to the existing landscape, we will charge an additional \$400 per day of drilling. If additional drilling is required due to poor soils, we will charge an additional \$25 per foot. These fees do not include additional meetings or consultations. Such meetings and consultations would be charged on a time and materials basis as outlined in our attached fee schedule. Should you or field conditions require additional work beyond the scope outlined in this proposal, we would contact your office with an estimate and obtain your permission prior to performing such services. Charges for additional services will be based on the attached Fee and Rate Schedule.

### **PROJECT SCHEDULE**

Drilling operations can be scheduled within approximately five working days following notice to proceed from the client and utility clearance through the MISS DIG network. Fieldwork is expected to take two days, provided weather and/or site conditions permit. We anticipate our engineering report will be available within ten working days following completion of drilling operations; however, preliminary verbal recommendations should be available within a few days after completion of the laboratory testing. We will provide an electronic (read-only) copy of the report.

### **TERMS AND CONDITIONS**

General conditions relating to the performance of our services are presented in the attached General Conditions and are made part of this proposal. As authorization to proceed, please have one copy of this proposal executed by an authorized representative of the party responsible for payment of services and return it to G2. A signed copy of this proposal must be received before work is initiated. If you prefer to issue a separate purchase order or other written authorization, please reference this proposal as part of the contract documents. The prices discussed in this proposal remain valid for a period of 60 days from the date of this proposal. After 60 days, we reserve the right to revise our prices.





We appreciate the opportunity to be of service to the City of Fenton, and look forward to working with you on this project. If you have any questions regarding our proposed scope of work or any other matter pertaining to the project, please do not hesitate to call.

Sincerely,  
**G2 Consulting Group, LLC**

A handwritten signature in blue ink that reads "Jeffrey M. Hayball".

Jeffrey M Hayball, P.E.  
Project Engineer

A handwritten signature in blue ink that reads "David L. Wanlass".

David L. Wanlass, P. E.  
Project Manager

Encl:     Fee Schedule  
          General Conditions

**ACCEPTED FOR THE CITY OF FENTON:**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

### PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical, and clerical personnel according to the following schedule:

PER HOUR		
Principal	.....	\$150.00
Project Consultant	.....	\$140.00
Project Manager	.....	\$130.00
Project Engineer	.....	\$115.00
Senior Environmental Scientist	.....	\$110.00
Senior Staff Engineer	.....	\$105.00
Staff Engineer	.....	\$80.00
Senior Technician	.....	\$75.00
Technician II*	.....	\$70.00
Technician I*	.....	\$60.00
Word Processor*	.....	\$50.00

\*For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

A premium of 50 percent will be added to hourly rates for expert witness preparation, testimony and depositions.

G2 Consulting Group technicians include Engineering, Environmental, and Construction Materials technical specialists.

G2 operates on a strong project management system, and a Project Manager is appointed for each project.

### EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging, and Subsistence for Out of Town Travel .....	Cost + 15%
Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases .....	Cost + 15%
Vehicle Travel for Projects .....	\$0.80/Mile

### SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15 % service charge will be added to our invoices.

### INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on past due accounts.

We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.

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## **GENERAL CONDITIONS**

### **PUBLIC LIABILITY INSURANCE**

We represent and warrant that we and our agents, staff and consultants employed by us are protected by worker's compensation insurance and that we have coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance can be provided to the client upon request. Within the limits and conditions of such insurance, we agree to indemnify and save clients harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff or consultants employed by us. We shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. We shall not be responsible for any loss, damage or liability arising from any negligent acts by our client, its agents, staff and other consultants employed by client.

### **LIMITATION OF PROFESSIONAL LIABILITY**

In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our observation of work. Client recognizes that actual conditions may vary from those encountered at the location where borings, surveys or explorations are made by us or provided by others, and that our data, interpretations and recommendations are based solely on the information available to the client. We will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Client also recognizes that monitoring of construction by a qualified engineer is essential to verify that designs are appropriate for actual site conditions.

Should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty, the client agrees that the maximum aggregate amount of our liability and/or that of said professional employees shall be limited to \$25,000.00 or the amount of the fee paid by us for professional services on this project, whichever amount is greater.

### **WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY**

In the event the client is unwilling or unable to limit liability in accordance with the provisions set forth in the paragraph hereinbefore, we agree to waive this limitation upon written notice from the client received within ten (10) days after date of contract, and client agrees to pay us a sum equivalent to ten (10) percent additional of the total fee to be charged for the professional services, said sum to be called "Waiver of Limitation of Liability Charge". This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work in which there is no limitation of liability.

### **RIGHT OF ENTRY**

The client will provide for right of our entry and all necessary equipment, in order for us to complete the work. While we will take reasonable precautions to minimize any damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

### **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

Client represents that client has made a reasonable effort to evaluate if hazardous materials including gases are on or near the project site, and that client has informed us of client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. We and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. We and client also agree that the discovery of unanticipated hazardous materials may make it necessary for us to take immediate measures to protect health and safety. Client agrees to compensate us for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

We agree to notify client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold us harmless for any and all consequences of disclosures made by us which are required by governing law. In the event the project site is not owned by client, client recognizes that it is client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

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Notwithstanding any other provisions of the agreement, client waives any claim against us and, to the maximum extent permitted by law, agrees to defend, indemnify, and save us harmless from any claim, liability, and/or defense costs for injury or loss arising from our discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delays of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by us which are found to be contaminated.

## **UTILITIES**

In the prosecution of the work, we will take reasonable precaution to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures which are not called to our attention and correctly shown or described on the documents furnished.

## **OWNERSHIP OF DOCUMENTS**

All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents we prepare, as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever. We will retain pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the client at reasonable times for a reasonable fee.

## **RESOLUTION OF DISPUTES**

All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent we have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternate Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this agreement. If no specific ADR procedures are set forth in the agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in the judicial jurisdiction of the court where our principal place of business is located and the client waives the right to remove the action to any other judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

## **TERMINATION**

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all our direct costs in completing such analyses, records and reports.

## **ASSIGNS**

Neither the client nor our firm may delegate, assign, sublet or transfer its duties or interest in this agreement without the written consent of the party.

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**FENTON DOWNTOWN DEVELOPMENT AUTHORITY  
MEMORANDUM**



THE CITY OF  
FENTON

**DATE:** April 10, 2012  
**TO:** Downtown Development Authority Board of Directors  
**FROM:** Michael T. Burns, Executive Director *MB*  
**RE:** Freedom Festival

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The Freedom Festival will be held on July 2,3 and 4, 2011. For a number of years, the DDA has provided a \$5,000 sponsorship toward the Freedom Festival. A request is being made by the Freedom Festival for the continued sponsorship. I have attached the event sponsorship application for the event. This event is budgeted for in FY 2012 and the allocation would come from that budget.

Our funding would be used for the general management of the event. Our funding assists the Freedom Festival with promoting the event and fireworks.

**I am recommending that the DDA approve a not to exceed amount of \$5,000 for sponsoring the Freedom Festival Event.**

1. What is the name, date and location of your event?

**Fenton Freedom Festival  
July 2, 3 and 4, 2012  
Downtown area/Silver Lake Park**

2. What is the purpose and/or desired goal of your event?

**The purpose is to have a family festival to celebrate the 4<sup>th</sup> of July focusing on Fenton's Civic and Non-Profit organizations; showcasing Fenton's Downtown and Silver Lake Park.**

3. How much is your organization asking in funds from the Downtown Development Authority for your event?

**\$5,000.00**

4. What will the funding from the Downtown Development Authority be used specifically for and provide a cost for this item? (You will be required to provide receipts to the DDA for this expense)

**Marketing and Fireworks are the main expenses the funding is used for. Other expenses include parade supplies, liability insurance, and administration. A financial statement was provided at the DDA presentation.**

5. We strive to sustain a \$4,000 fund balance to support the next year's festival as we cannot predict results of corporation giving and fund raising proceeds. Weather impacts attendance and profit.

**The Freedom Festival is a non-profit organization and annually runs on a balanced budget. There was no surplus from the Freedom Festival.**

6. How much has your organization asked for this event in the past? If you have received funding the past three years, please list each year's appropriation (only provide info on years in the past three years where you have received funding)?

**There has not been an increase since the DDA started investing in the sponsor/partnership. Each year's appropriation has been \$5,000.00. I think it is important to mention that the contribution was not intended as seed money but rather to ensure the longevity of this historically successful community event.**

7. How much has your organization received from other sponsors? Please provide a list and amount received from each sponsor for last year's event and for the current event.

**Donations to the Freedom Festival are received for Valentine salutations, corporate giving and a share of the participating civic group's proceeds. These dollars fluctuate yearly and average \$10,000 to \$12,000**

8. How many people has this event attracted to the City of Fenton Downtown Authority District? Please provide information for the past three years of the event.

**This event is estimated to bring approximately 5000 + annually to the downtown area and 20,000 to 25,000 for the fireworks.**

- 9. If there is inclement weather on the day of your event, what are your alternative plans for the event?**

**The event historically is held rain or shine and that is communicated to the public in the advertising. In case of storms, Fireworks will be held the next evening.**

- 10. If there is cancellation of your event, will the City of Fenton Downtown Development Authority be reimbursed for their sponsorship? If so, please provide how the Downtown Development Authority will be reimbursed?**

**The event would not be cancelled because it is a holiday event. The money would not be reimbursed because the money is mainly used for marketing and fireworks. The marketing would take place prior to the day of the event and the fireworks cannot be rescheduled.**

- 11. Please provide a one page statement how the sponsorship of your event meets the Downtown Development Authority's charge of improving the business climate within the district and promoting the economic growth of the district?**

**Funding assistance for this event is a sound investment for the DDA. This event directly affects the businesses and residents located in our area. It highlights our beautiful downtown to existing residents and visitors alike. It injects a high concentration of people in our downtown and exposes them to what the City of Fenton and its residents are all about – Community! This partnership will assist in stimulating both business and residential growth in and around our downtown area.**