Welcome to the Cedar Lake Improvement Board

Regular Public Meeting

October 13, 2023

Board Members

Carolyn Brummund	Alcona County Commissioner
Jesse Campbell	Alcona County Road Commission Rep.
Dave Dailey	Greenbush Twp. Representative
Steve Wusterbarth	Oscoda Twp. Trustee
Rob Huebel	Iosco County Commissioner
Fred Strauer	Iosco County Drain Commissioner
Rex Vaughn	Citizen Riparian Representative

Cedar Lake Improvement Board
Regular Public Meeting
Greenbush Township Hall
Greenbush, MI 48738
Friday, October 13, 2023
10:00 AM ET

Proposed Agenda

1. Call to Order.

2. Roll Call.

3. Conference Call Meeting Operating Protocol & Housekeeping.

4. Public Comment.

5. Approval of Agenda as Presented.

6. Review and approve minutes from the April 14, 2023, Regular Public Meeting.

7. Freedom of Information Act (FOIA) Fee Appeal by Jeff Linderman.
    a. Background correspondence included in Board Info Packet.

8. Old Business.
    a. Briarwood Bay "Cut" Investigation Project Update.
        i. Budget quote received from Schlicht Ponds on 5/25/2023.
            1. 5/26/2023 Press Release from Michigan Attorney General concerning Schlicht Ponds.
        ii. Lake resident opinion survey on dredging the Briarwood Bay Channel using SAD funds was mailed 6/23/2023.
            1. Copy of survey letter and reply postcard included in Board Info Packet.
            2. Survey was limited to only the question of dredging the Briarwood Bay channel.
            3. Survey tabulation results as of 9/29/2023 included in Board Info Packet.
        iii. Next steps on project investigation.
            1. Do we continue with additional survey(s) to measure any support for (1) a "20-year whole lake project", or (2) support for passing the Briarwood Bay project onto the AICLA and/or the LSPOA as a privately funded project?

    b. Travis Sanitation, unfulfilled scope of work on demolition project, seeding not performed and siltation barriers still in place. Contacted Travis office on 10/9/2023, awaiting response from Mr. Travis once he visits the job site. The $500 hold back is still in the possession of the CLIB.

    c. Liability Insurance for CLIB.
        i. Liability insurance policies received 5/22/23, full digital copies included in Board Info Packet. Abridged hard copies without the policy forms and endorsement schedules are included in the Board Notebooks. Full hard copies available upon request.
        ii. Coverage start date of 4/17/23.
        iii. Question on Scribe /Fiduciary coverage is resolved, answer is "Yes". Confirming correspondence is in the Board Packet.

Cont'd,

d. Contracts for Lake Management, Watershed Management Consulting, and Aquatic Plant Herbicide Treatment were prepared and signed in May 2023. Full digital copies are included in the emailed Board Info Packet. Abridged hard copies without the exhibits are included in the Board Notebooks. Full hard copies available upon request.

e. Update on lake treatment activities over the summer.
   i. Pre-season aquatic plant survey conducted on June 1, 2023, by Dr. Doug Pullman (Aquest/Kieser) and Natalie Howard (Kieser & Assoc.), Pete Filpansick (SOLitude), and Rex Vaughn.
   ii. Based on the pre-season survey results, the first aquatic herbicide treatment took place June 27, 2023. 27 acres in the North Lake were treated by SOLitude. Treatment map is included in the Board Info Packet.
   iii. Keiser & Assoc. personnel performed detailed LakeScan™ evaluations of the lake on July 10 & 11, 2023, and again on August 28 & 29, 2023. The LakeScan™ reports for the two evaluations are included in the Board Info Packet.
   iv. Based upon the results of the LakeScan™ evaluations, a second aquatic herbicide treatment took place on September 18, 2023, only in the South Lake. Less than 4 acres were treated by SOLitude. Treatment map is included in the Board Info Packet.

9. New Business.
   a. Review and approve bills that were paid since the 4-14-2023 meeting or are now due.
      i. Michigan Millers Insurance.
         1. Premium for insurance policy S 0101541-00, $450.00.
         2. Premium for insurance policy C0554298-00, $351.00.
      ii. Alcona County Review.
         1. Briarwood Bay Survey printing & mailing, Inv. 27599, $1,477.00.
         2. Regular Public Meeting Dates display ad, Inv. 27654, $78.00.
      iii. Solitude Lake Management, LLC
         1. 2023 Pre-Treatment Notices mailed to lakefront residents as required by EGLE Permit, Inv. PSI013308, $694.00.
         2. 2023 EGLE Permit Fee, Inv. PSI-78140, $1,760.00.
         3. Pretreatment Lake Survey, Inv. PSI-78162, $800.00.
         4. June Lake Herbicide Treatment, Inv. PS1-87327, $27,879.59.
         5. September Lake Herbicide Treatment, Inv. PS1013587, $3,250.00.
      iv. Kieser & Associates, 2023/2024 Watershed Consulting Contract.
         1. Professional services rendered, Inv. 23-193, $1,375.00.
         2. Professional services rendered, Inv. 23-211, $8436.25.
         3. Professional services rendered, Inv. 23-241, $5,576.48.
         4. Professional services rendered, Inv. 23-257, $3,238.32.
         5. Professional services rendered, Inv. 23-281, $1,286.70.
      v. Kieser & Associates, 2023/2024 Lake Management Contract.
         1. Professional services rendered, Inv. 23-234, $2,454.40.
         2. Professional services rendered, Inv. 23-256, $3,026.40.
         3. Professional services rendered, Inv. 23-262, $3,900.00.

Cont'd,

vi. Oscoda Press, Regular Public Meeting Dates display ad, Transaction # 303885490, $130.15.
vii. Bloom Sluggett, professional legal services.
    1. April 2023, Inv. 23787, $467.50.
    2. June 2023, Inv. 23996, $440.00.
    3. July 2023, Inv. 23996, $330.00.
    4. August 2023, Inv. 24210, $962.50.
    5. September 2023, Inv. 24316, $247.50.
viii. USPS PO Box Annual Fee, $72.00.
ix. USPS Postage Stamps, $63.00
x. Schlicht Ponds Site Visit Fee, Inv. 404, $199.00.

10. Public Comment.

11. Next Regular Meeting Date: Friday, December 8, 2023 @ 10 AM, Greenbush Township Hall.

12. Adjournment

Cedar Lake Improvement Board Regular Public Meeting
Public Access Instructions

Friday, October 13, 2023, at 10:00 AM ET

CONFERENCE CALL-IN INFORMATION:

To join the conference call, participants should call 302-202-1110 & enter Conference Code: 639770

Cedar Lake Improvement Board Meeting Minutes
Regular Public Meeting
Greenbush Township Hall, Greenbush, MI
Friday, April 14, 2023 10:00 a.m.

1. Call to order 10:04 a.m.
2. Board Roll Call: Present---Vaughn, Dailey, Wusterbarth, Campbell. Absent: Brummund, Huebel. There was a quorum. Total of 12 participants joined meeting in person including 4 by phone, and 4 of whom were board members.
3. Online Meeting Operating Protocol & Housekeeping was discussed.
4. Public Comments: Jeff Linderman asked about update for by-laws. Frank Kramarz had weed control concerns, especially in the "trenches" on the west side of the north lake.
5. Approval of 4-14-23 Agenda - Motion to approve agenda as presented made by Dailey/Wusterbarth. All ayes, motion passed.
6. Approval of Minutes:
   a) Motion to approve amended minutes as presented from the February 13, 2023 Special Public Meeting made by Wusterbarth/Dailey. All ayes, motion passed.
   b) Motion to approve amended minutes as presented from the March 20-21, 2023 Special Public Meeting made by Wusterbarth/Dailey. All ayes, motion passed.
   c) Motion to approve minutes as presented from the April 3, 2023 Special Public Meeting made by Campbell/Dailey. All ayes, motion passed.
7. Old Business:
   a) Briarwood Bay "Cut" Investigation Project
      i. Consider Closed Session to review information from legal counsel. Reviewed 4/10/23 email correspondence from Board counsel concerning appropriateness of a Closed Session. Much discussion. Motion to go into a closed session under the Michigan Open Meetings Act pursuant to MCL 15.268(1)(h) to discuss a privileged and confidential opinion letter from the attorney for the Cedar Lake Improvement Board dated March 27, 2023 and involving various matters relating to possibly dredging the canal between Cedar Lake and Briarwood Bay was made by Vaughn/Dailey. Roll call vote. All ayes. Motion passed. Board went into closed session.
      Closed session ended, regular meeting resumed at 10:30 AM. Chairman released the privileged and confidential information from Board counsel regarding Briarwood Bay that was discussed in closed session. He explained the basic procedures that Cedar Lake Improvement Board could take to become or not to become involved with the Briarwood Bay situation. The 3/27/2023 privileged and confidential opinion letter from Board counsel was also released to the public.
      ii./iii. Motion that the board develop a multi-part survey to (1) specifically address a possible restricted navigational dredging project in Briarwood Bay, and how the SAD district residents would feel about that, (2) expanding the survey to seek opinions on a multi-year full lake dredging project, and (3) get some feedback on turning the localized Briarwood Bay dredging project over to the Alcona-Iosco Cedar Lake Association and see if they, or Lakewood Shores Property Owners Association, would like to take it on privately was made by Wusterbarth/Dailey. All ayes. Motion passed.
   b) 2023/2024 Scope of Work Discussion/Contract with Kieser & Associates. Subcommittee made up of Vaughn, Dailey, and Chuck Kowalski of the Alcona-Iosco Cedar Lake Association met with Kieser& Associates on 4/6/23 at their Kalamazoo offices (Dailey & Kowalski participated via Zoom).The following changes were recommended by the subcommittee:
      1. Moved Fisheries, Task 4 into Year 2 & 3 of the five (5) year contract.
      2. Replace original Task 5e (Continuous outflow measurement assessment) new a new Task 5e, Jones Ditch Watershed Topo Survey.

3. Updated Watershed Consulting 2022-2023 Budget vs Actual spreadsheet included in Board Packet

Motion to accept recommendation made by the subcommittee and to amend (increase) the 2023 budget by $800.00 made by Campbell/Wusterbarth. Roll call vote. All ayes.

c) Liability Insurance for CLIB:

Quotes received from: Michigan Township Participating Plan: $2,975.00
Michigan Millers Mutual Ins Co: $801.00

Both quotes obtained through Lappan Agency, Alpena, MI.

Motion to approve Michigan Miller Ins at the estimated premium $801.00 pending further clarification on liability for the scribe and authorize the chair to sign and execute the payment made by Wusterbarth/ Campbell. Roll call vote. All ayes. Motion passed.

8. New Business

a) Review and approve bills that are now due:

i. Motion to approve and pay Alcona County Review, inv 27557, $71.50 made by Wusterbarth/Daily. Roll call vote. All ayes. Motion passed.

ii. Motion to approve and pay Kieser & Associates, inv 23-184, $9,534.20 made by Campbell/Wusterbarth. Roll call vote. All ayes. Motion passed.

iii. Motion to approve and reimburse Rex Vaughn mileage for 4/8/23 meeting with Kieser & Associates, 256 miles,$.655/mile, $167.68 made by Dailey/Campbell. Roll call vote. All ayes. Motion passed.

iv. Motion to approve and pay Oscoda Press trans #303870243, $177.10 made by Wusterbarth/Dailey. Roll call vote. All ayes. Motion passed.

v. Motion to approve and pay Alpena News, statement #030090, $520.90 made by Dailey/Wusterbarth. Roll call vote. All ayes. Motion passed.

vi. Motion to approve and pay Bloom Sluggett, inv 23678, $1,595.00 made by Wusterbarth/Campbell. Roll call vote. All ayes. Motion passed.

9. Public Comments:

Frank Kramarz commented that the north end of the lake is also difficult to navigate, not just Briarwood Bay, and he too wants dredging in the north end of the lake. He liked the idea that lake access people be added to the SAD. Also commented about impact of boat traffic on the quality of life around Briarwood Bay that an improved canal could bring , and he also thought grants, gifts, and/or donations could be used to pay for a dredging project.

Thelma Socia asked if info on water losses from Cedar Lake discussed with Kieser & Associates at the 4/6/23 was available, if Briarwood Bay cut is opened it will become the next “party island” destination, people would be overloading the area, dividing $20,000 dredging cost between homeowners would be about $750. each, can the DNR extend the boat launch?

Brian Vokal suggested considerations for the survey, and the risks of setting up a dredging precedence, and if it happens in Briarwood, others around the lake will want dredging as well.

Pat Dailey commented about survey experience in Greenbush Township.

Dave Dailey added that there are folks that don’t want dredging or anything to change the lake.

10. Next regular meeting date: Friday, July 14, 2023 10 a.m. Greenbush Township Hall
11. Motion to Adjourn 12:13 pm made by Campbell/Wusterbarth. All ayes.

Subject: FOIA Request for Information
Date: Monday, June 12, 2023 at 11:05:41 PM Eastern Daylight Time
From: Jeffrey Linderman
To: Rex Vaughn, Carolyn Brummund, Dailey, Pat
CC: patndave@charter.net, Jesse Campbell, Steve Wusterbarth, rhuebel@ioscocounty.org, ioscodrain2@ioscocounty.org

Rex Vaughn-Chairperson CLIB
Carolyn Brummund-Treasurer
Pat Dailey-Scribe/Fiduciary
PO Box 53
Greenbush, MI 48738

Re: Freedom of Information Act Request

Dear Mr. Vaughn, Ms. Brummund and Ms. Dailey

This is a request under the Freedom of Information Act.

I request that electronic copies of the following document or documents containing the following information be provided to me involving the Cedar Lake Improvement Board also known as the CLIB.(Items #1 thru #12) The below listed items, #1 thru #9 are not available on the CLIB website. https://cedarlakewmp.net.

The AICLA has a "Lake Science and Management" committee, and this information will be valuable in reviewing prior information and making decisions within the AICLA for Cedar Lake:

(1) CLIB Meeting Minutes including drafts (January 1st, 2010 thru June 1st, 2023)
(2) CLIB Meeting Agendas (January 1st, 2010 thru June 1st, 2023)
(3) CLIB Annual Budgets (January 1st, 2010 thru June 1st, 2023)
(4) CLIB Bylaws
(5) CLIB Articles of Incorporation
(6) CLIB Financial Audits with supporting documentation (January 1st, 2000 thru June 1st, 2023)
(7) All financial reports, statements and email communications send to or received from the State of Michigan Treasury or Attorney General (January 1st, 2010 thru June 1st, 2023)
(8) All Alcona or Iosco County Resolution(s) and Amendment(s) creating the CLIB since January 1st, 1995 to June 1st, 2023.
(9) All Cedar Lake Management & Weed Control Special Assessment District resolutions and requests initiated and completed by the CLIB. (January 1st, 2010 thru June 1st, 2023)
(10) All correspondences including email messages, with attachments, sent or received from Rex Vaughn to any person(s) within Alcona County Government, Iosco County Government, Oscoda Township Government, Greenbush Township Government, and the Michigan Lakes & Streams Association from January 1st, 2000 thru June 1st, 2023.
(11) All email correspondence with attachments sent or received between Chairperson Rex Vaughn and Treasurer Carolyn Brummund from January 1st, 2010 thru June 1st, 2023.
(12) All purchase agreement(s),supporting documentation and all email messages sent or

received from any current or former member of the CLIB for the purchase of real estate or real property from any individual or developer to which the CLIB is the current owner of record in either Greenbush or Oscoda Townships.

In order to help to determine my status to assess fees, you should know that I am representing the Alcona Iosco Cedar Lake Association, a registered nonprofit within the State of Michigan.
I request a waiver of all fees for this request. Disclosure of the requested information is in the public's interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in my commercial interest. The CLIB has no information published in a public location for review by the public, or available on the CLIB website.

The Michigan Freedom of Information Act requires a response to this request within 5 days. If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release this information and notify me of the appeal procedures available to me under law.

Thank you for your consideration of this request.
Jeffrey Linderman-President AICLA
7729 Cedar Lane
Greenbush, MI 48738
Phone: 734.957.4264
Email: jlinderman@alconaioscocla.org

Cedar Lake Improvement Board
P.O. Box 53
Greenbush, Michigan 48738

Via Email to: jlinderman@alconaioscocla.org

June 16, 2023

Mr. Jeff Linderman
7729 Cedar Lane
Greenbush, MI 48738

RE: Freedom of Information Act Request – 10 Business Day Extension to Respond

Dear Mr. Linderman:

Please be advised that your FOIA request to the Cedar Lake Improvement Board sent via email on Monday, June 12, 2023, and pursuant to MCL 15.235(1) deemed received on June 13, 2023, will require extra time to search for and respond to your request.

Pursuant to MCL 15.235(2)(d), we are extending the time to respond to your request. Accordingly, the Cedar Lake Improvement Board will respond on or before July 5, 2023. Please note that two legal holidays occur during the 10 Business Day Extension and have not been counted as business days.

Sincerely,

Rex R. Vaughn
Chairman, Cedar Lake Improvement Board

cc: Via Email
Cedar Lake Improvement Board Members
Pat Dailey, CLIB Scribe & Fiduciary
FOIA Coordinators for Iosco and Alcona Counties
FOIA Coordinators for Greenbush Township and Oscoda Township

Corrected Copy

Cedar Lake Improvement Board
P.O. Box 53
Greenbush, Michigan 48738

Via Email to: jlinderman@alconaioscocla.org

July 5, 2023

Mr. Jeff Linderman
7729 Cedar Lane
Greenbush, MI 48738

Dear Mr. Linderman:

This letter responds to your written email request under the Michigan Freedom of Information Act, being MCL 15.231 *et seq.* ("FOIA" or the "Act"), received by the Cedar Lake Improvement Board on Monday, June 12, 2023, (and pursuant to MCL 15.235(1) deemed received on June 13, 2023), regarding a wide variety of Cedar Lake Improvement Board documents. Subject to the payment of allowed fees to the Cedar Lake Improvement Board, your request is granted as to existing, non-exempt responsive public records in the possession of the Cedar Lake Improvement Board that fall within the scope of your request.

Pursuant to MCL 15.234, a public body may charge a fee for labor and costs associated with fulfilling a FOIA request when the failure to do so will result in unreasonably high costs to the public body that are excessive and beyond the normal or usual amount for services compared to the public body's usual request. Also, given the very broad, vague, and voluminous request for documents that you are seeking under FOIA, the estimated amount of costs to comply will be significant. If you wish to narrow your request, the cost of compliance (for which you will have to reimburse the Cedar Lake Improvement Board) will be reduced.

FOIA requires that the amount charged be equal to the salary of the lowest paid employee capable of doing the work. However, the Cedar Lake Improvement Board has no employees and must hire contracted labor. In this case, that is $60.60 per hour for a contractor (6 times the state minimum wage of $10.10/hour). To process your request, the Cedar Lake Improvement Board estimates a FOIA processing fee of $3,636.00 to search, retrieve, review, examine, redact, and separate exempt material (if any). The total estimated fee (less any copying costs or allowed attorney fees) will be based upon the following time estimate:

$60.60/hourly rate (contractor)	Time Total	Cost Total
Locate and compile documents	60 Hours	Total: $3,636.00

Pursuant to MCL 15.234(8), a public body may require a 50% good-faith deposit if the entire fee estimate exceeds $50.00. Accordingly, the Cedar Lake Improvement Board requires a deposit in the amount of $1,818.00 before commencing the documents search.

Corrected Copy

Pursuant to MCL 15.234(14), this deposit must be received within 45 days, otherwise this request will be considered abandoned, and the Cedar Lake Improvement Board will not be required to fulfill the request.

You have also indicated that you are seeking copies of the requested documents on behalf of the Alcona-Iosco Cedar Lake Association. The Cedar Lake Improvement Board will need written verification of that (i.e. Association minutes or an Association Resolution) and the monetary deposit before the document search will commence.

Under Section 10a of the Freedom of Information Act, you have the right to appeal the fee to the head of the public body. Upon receipt of the deposit required above, we will begin compiling the requested records. The Cedar Lake Improvement Board estimates a processing time of 40 business days after receipt of payment of the good-faith deposit. The balance will be due upon completion.

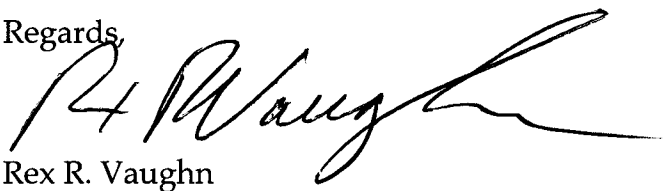
If you disagree with the Cedar Lake Improvement Board's determination, pursuant to FOIA, you are hereby advised and put on notice of your rights to do either of the following:

(1) You can submit a written appeal to the Cedar Lake Improvement Board. That appeal must be in writing, must contain the word "appeal," and must identify the reason or reasons for reversal of the disclosure denial.
(2) You may seek judicial review of the denial under Section 10 of the Act. You are further advised of the right to receive attorneys' fees and damages as provided in Section 10 of the Act if, after judicial review, the Circuit Court determines that the Cedar Lake Improvement Board has not complied with Section 5 of the Act and orders disclosure of all or a portion of a public record.

Section 5(7) of FOIA also states that if the Cedar Lake Improvement Board denies in whole or in part a request to inspect or receive a copy of a public record or portion of a public record, the requesting party may do either of the following:

(a) Appeal the denial to the head of the public body pursuant to Section 10.
(b) Commence an action in Circuit Court, pursuant to Section 10 of the Act.

Regards,



Rex R. Vaughn
Chairman, Cedar Lake Improvement Board

cc: Via Email
Cedar Lake Improvement Board Members
Pat Dailey, CLIB Scribe & Fiduciary

Subject: Re: FOIA Response Letter
Date: Wednesday, July 19, 2023 at 9:26:07 AM Eastern Daylight Time
From: Jeffrey Linderman
To: Rex Vaughn
CC: Dailey, Pat, Carolyn Brummund, patndave@charter.net, Jesse Campbell, Steve Wusterbarth, rhuebel@ioscocounty.org, ioscodrain2@ioscocounty.org
Attachments: CLIB OMA Documents.pdf

Learned Colleagues of the Cedar Lake Improvement Board,

On June 12th, 2023 I sent an email to the CLIB in regards to a FOIA request. I received a communication from the CLIB Chairperson requesting a 10 day extension on my request, however there was no reason given for the need for this extension request. For over a year, I have requested electronic copies of the CLIB minutes and budgets, however as stated by the current Chairperson, these documents are not available on the CLIB website. I authored a FOIA request to the Alcona County Clerk, Iosco County Clerk, Greenbush Township Clerk, and the Oscoda Township Clerk for these documents. Each governmental office replied that they DID NOT have the documents as requested. (Minutes-Budgets) The Chairperson did reply that he did have the requested documents from when he took office on the CLIB, on his personal computer, however never sent them to me.

Please consider this my request to waive all fees associated with my FOIA request. As stated on the original request, this information is an attempt to understand the use of the Special Assessment Districts funding for projects initiated and completed by the Cedar Lake Improvement Board (CLIB). As discussed in a recent email from the CLIB attorney Cliff H. Bloom wrote, "***the Cedar Lake Improvement Board (the "Lake Board") is a local government unit or agency. Accordingly, it is fully subject to the Michigan Open Meetings Act, being MCL15.261 et seq. (The "OMA").*** Most of the documents I requested should be readily available for viewing, review and copy if requested. From earlier email responses from the CLIB Chairperson in 2022, these documents are on a personal computer, denying the public access to these documents. The cost of over $6,300 for these documents appears excessive and is causing unnecessary delay in receiving this information.

I have attached documents for review by the entire CLIB. An item of concern is within the Michigan OMA act 15.269, section (2). *Minutes are public records open to public inspection, and a public body shall make the minutes available at the address designated on posted public notices pursuant to section 4. The public body shall make copies of the minutes available to the public at the reasonable estimated cost for printing and copying.* On the CLIB meeting notices, which are posted in different areas, these notices designate Greenbush Township Hall, and Alcona County as meeting locations, however CLIB minutes are unavailable at these governmental locations. In one public notice, the Oscoda Township website is identified as a location for CLIB document retrieval, yet minutes are not available? Finally, the CLIB does maintain a public informational website, which provides access to

reports from Kieser & Associated for projects, however it lacks any posting of CLIB documents.

Since my initial FOIA request dated June 12th, The items highlighted in **RED** can be disregarded from my original FOIA Request.

(1) CLIB Meeting Minutes including drafts (January 1st, 2010 thru June 1st, 2023)
(2) CLIB Meeting Agendas (January 1st, 2010 thru June 1st, 2023)
(3) CLIB Annual Budgets (January 1st, 2010 thru June 1st, 2023)
(4) CLIB Bylaws**-ITEM DOES NOT EXIST**
(5) CLIB Articles of Incorporation **-ITEM DOES NOT EXIST**
(6) CLIB Financial Audits with supporting documentation (January 1st, 2000 thru June 1st, 2023)**-ONLY COMPLETED FOR FY 2021**
(7) All financial reports, statements and email communications send to or received from the State of Michigan Treasury or Attorney General (January 1st, 2010 thru June 1st, 2023)**-AWAITING RESPONSE FROM ATTORNEY GENERAL**
(8) All Alcona or Iosco County Resolution(s) and Amendment(s) creating the CLIB since January 1st, 1995 to June 1st, 2023.**-RECEIVED VIA FOIA WITH ALCONA & IOSCO COUNTIES**
(9) All Cedar Lake Management & Weed Control Special Assessment District resolutions and requests initiated and completed by the CLIB. (January 1st, 2010 thru June 1st, 2023)
(10) All correspondences including email messages, with attachments, sent or received from Rex Vaughn to any person(s) within Alcona County Government, Iosco County Government, Oscoda Township Government, Greenbush Township Government, and the Michigan Lakes & Streams Association from January 1st, 2000 thru June 1st, 2023.

(11) All email correspondence with attachments sent or received between Chairperson Rex Vaughn and Treasurer Carolyn Brummund from January 1st, 2010 thru June 1st, 2023.

(12) All purchase agreement(s),supporting documentation and all email messages sent or received from any current or former member of the CLIB for the purchase of real estate or real property from any individual or developer to which the CLIB is the current owner of record in either Greenbush or Oscoda Townships.

Kindest Regards,

Jeffrey Linderman

Subject: AICLA FOIA Request June 12th, 2023 (APPEAL)
Date: Wednesday, August 2, 2023 at 3:17:07 PM Eastern Daylight Time
From: Jeffrey Linderman
To: Rex Vaughn
CC: Dailey, Pat, Carolyn Brummund, Jesse Campbell, rhuebel@ioscocounty.org, ioscodrain2@ioscocounty.org, Steve Wusterbarth, patndave@charter.net

Chairperson Vaughn & The CLIB Representatives,

On June 12th, 2023, I submitted a FOIA request to the CLIB requesting information/documents pertaining to the CLIB. On July 5th, 2023, I received an email reply, after a 10 day extension was requested, without a reason given, advising that a Cost Total of $3,636 dollars would be required for these documents.

On July 19th, 2023, I included in my reply email, to your email, including the entire CLIB Board, requesting, "*Please consider this my request to waive all fees associated with my FOIA request*."

I have not received an acknowledgment of this request as of August 2nd, 2023. Included in my email was an attachment of the Open Meetings Act-Act 267 of 1976, Section 15.269 outlines the procedures for meeting minutes.

Please consider this my second formal request (APPEAL) to have all fees waived for this FOIA request, and fulfill this request as outlined in the Michigan FOIA Policy. Additionally, please consider this email a request to be added to your next CLIB meeting agenda, as an action item for discussion. The CLIB does not have any published policy or bylaws to describe this procedure, that I am aware of?

Lastly, in your written communication to me, dated July 5th, you wrote, " You may seek judicial review of the denial under Section 10 of the act. You are further advised of the right to receive attorneys' fees and damages as provided in Section 10 of the act, if after judicial review, the Circuit Court determines that the ***Township*** has not complied with Section 5 of the Act and orders disclosure of all or a portion of a public record"

What township are you referring to? Which township holds records for the CLIB? My FOIA dated June 12th was directed to the Cedar Lake Improvement Board (CLIB), not a "***Township***"

I do recall a CLIB meeting on November 11th, 2022, in which there was discussion from the Fiduciary/Scribe, as well as a suggestion from the Auditor, to move ***all*** CLIB records from a Greenbush Township owned computer to a CLIB owned computer. A motion was made to authorize the Fiduciary/Scribe to purchase a laptop and necessary software, at a cost not to exceed $1,000. Motion was all Ayes. Is this why you included the wording "Township" in your reply? Do CLIB records exist at either Greenbush or Oscoda Townships?

Warmest Regards,

Jeffrey Linderman

Cedar Lake Improvement Board
P.O. Box 53
Greenbush, Michigan 48738

Via Email to: jlinderman@alconaioscocla.org

August 30, 2023

Mr. Jeff Linderman
7729 Cedar Lane
Greenbush, MI 48738

Dear Mr. Linderman:

We received your appeal under the Michigan Freedom of Information Act ("FOIA") to the Cedar Lake Improvement Board (the "CLIB") on August 2, 2023. Pursuant to FOIA and MCL 15.240, the appeal would normally be heard by the CLIB at its next regularly scheduled meeting, which would be October 13, 2023. We are trying to arrange an earlier special meeting of the CLIB (for which your appeal could be an agenda item), but have not been able to coordinate everyone's schedule yet. If and when the CLIB is able to schedule an earlier special meeting, it can only hear your appeal at that earlier meeting if you consent in writing to your appeal being heard at that special meeting. If the special meeting cannot be worked out, your appeal will be heard by the CLIB at its next regularly scheduled meeting on October 13, 2023.

Regards,

Rex R. Vaughn
Chairman, Cedar Lake Improvement Board

cc: Via Email
Cedar Lake Improvement Board Members
Pat Dailey, CLIB Scribe & Fiduciary

Subject: Re: FOIA Fee Appeal Response Letter
Date: Thursday, September 7, 2023 at 2:30:23 PM Eastern Daylight Time
From: Jeffrey Linderman
To: Rex Vaughn
CC: Carolyn Brummund, Pat & Dave Dailey, Fred Strauer, Rob Huebel, Jesse Campbell, Steven Wusterbarth

Mr. Vaughn,

Due to the uncertainty of a date in September, I would prefer to have my request for appeal heard at the October 13th meeting. I have several meeting obligations for September already scheduled.

Best Regards,
Jeffrey Linderman

On Wed, Aug 30, 2023 at 11:21AM Rex Vaughn <rvaughn@tir.com> wrote:

> Jeff:
>
> Please refer to the attached letter concerning the appeal of fees for your FOIA request.
>
> Kindest Regards,
>
> Rex Vaughn

Schlicht Ponds
13126 Sheridan Rd
Montrose, MI 48457
+1 9897599345
schlichtponds@gmail.com
www.pondperfection.com

Contract

ADDRESS

Rex Vaughn Cedar Lake Assoc.
(Cedar Lake)
7701 E. Cedar Lake Drive
Oscoda, MI 48750
810-516-6686
rvaughn@tir.com

CONTRACT # 8782
DATE 05/25/2023

SALES REP
Scott YMD

DESCRIPTION	AMOUNT
Dredge approx. 100' x 20' of canal with 60' Long Reach excavator as far we can reach from shore. Remove approx. 5' of muck, sediment and vegetation from dredge area. Up to 8 hours digging. Schlicht will pull needed permits, Homeowner responsible for all costs. Homeowner responsible for any soil erosion control measures required by permits.	5,000.00
EGLE Permit (other permits may be needed also) Schlicht will pull needed permits, homeowner responsible for all cost.	1,500.00
Turbidity Curtain	1,000.00
Remove Approx. 10 trees from dig area and place next to trail. Owner responsible to take care of them.	600.00
Schlicht will use skid steer to move dirt and rough grade into a few different areas in the woods approx. 200 ft from dig area .	2,500.00
Schlicht will bring plywood to get excavator to dig area as needed to help prevent asphalt damage	500.00
Payment Terms $2,500 Deposit (Signed contract and non refundable deposit required to get scheduled) $8,600 Upon Start	0.00

All material and labor guaranteed as stated above. Any alterations from the above specifications will only be executed upon written orders. Some Tree and/or yard damage may occur, Schlicht not responsible for any damage to grass, landscape, sprinkler systems, private wire, pipe, hose, cable, etc. not identified by utility marking organization. We can be contracted to take measures to help prevent damage to driveway, but will not be held liable for any damage. If for any reason work is stopped Schlicht is to be paid for work that has been done. If contracted to, grading of spoils will be done to Schlicht satisfaction, if spoils are too wet there may be a charge to come back out at a later date. We have the right at any time to withdraw from this contract prior to start. Water depth from pond is normally measured from the existing high earth grade. We cannot guarantee the water depth of ponds.

SUBTOTAL	11,100.00
TAX	0.00
TOTAL	**$11,100.00**

To accept this Contract sign and return. All deposits are non-refundable.

AG Nessel and EGLE Announce Legal Action Against Schlicht Ponds

May 26, 2023

LANSING – Michigan Attorney General Dana Nessel has initiated legal action today on behalf of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) against Scott Schlicht and Schlicht Ponds, also known online as pondperfection.com, due to the company's numerous and repeated violations of Michigan's environmental laws.

Schlicht Ponds constructs ponds for residential customers and advertises the following services: general excavation projects, pond design, construction, and maintenance, as well as dredging of bottomlands within lakes, canals, and streams in all Michigan counties.

Media Contact:

Danny Wimmer

Press Secretary

agpress@michigan.gov

In the complaint, Nessel alleges that Schlicht Ponds performed such services at properties in several counties throughout the State of Michigan, including Genesee, Jackson, Livingston, Macomb, Oakland, Roscommon, and Washtenaw Counties. In many cases, Schlicht Ponds either failed to secure a legally required permit from EGLE or obtained the necessary permit but then violated its conditions.

“Michigan is home to world-class natural resources, but that will only continue to be true as long as we defend them,” said Nessel. “When people break the law and pollute our land and waterways, my office will take action to strongly enforce our environmental protection laws.”

Despite repeated notices by EGLE that it had acted illegally, Schlicht Ponds continued to do business and commit similar violations at numerous properties.

This lawsuit seeks relief under the Michigan Natural Resources and Environmental Protection Act to hold Schlicht Ponds accountable for the damages they have caused to the natural resources of this State and to prohibit Schlicht Ponds from further violations.

###

MI Newswire Attorney General

Press Release Environment

Cedar Lake Improvement Board
P.O. Box 53
Greenbush, Michigan 48738

June 23, 2023

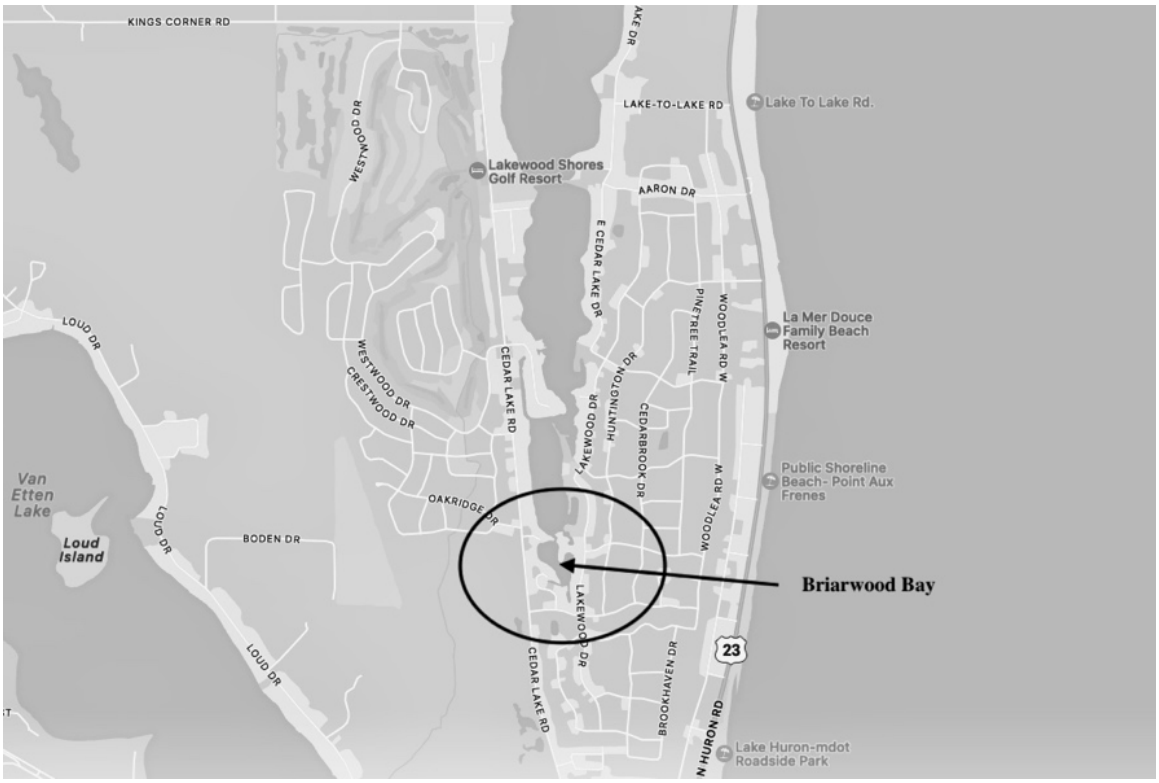
To: Cedar Lake Management & Weed Control Special Assessment District Property Owners

From: Cedar Lake Improvement Board

Subject: Briarwood Bay Navigability & Access Issues

Earlier this year, the Cedar Lake Improvement Board (CLIB) heard from private lakefront homeowners whose properties are located around Briarwood Bay, which is part of the Lakewood Shores HOA in the south end of Cedar Lake. The residents told us of their difficulties with navigating through the small channel that connects the Bay to the main lake. The low lake water levels brought on by the 2022 dry weather, coupled with years of natural shoreline erosion and siltation into the channel, made the fall boat haul out very difficult. Some reported pushing their boats by hand through the shallow channel to get to deeper water in the main lake. The only way out of the Bay is through the channel. The residents asked what help, if any, could be provided by the CLIB to alleviate the restriction to navigation by dredging the channel.

As background information, here are two maps that show where Briarwood Bay is located on Cedar Lake:





The initial reaction by the CLIB to initiating a dredging project using Cedar Lake Management & Weed Control Special Assessment District funds was skeptical for a variety of reasons. We know we have lead contaminated sediments in some portions of the lake, and sediment testing may be required by state regulators prior to issuing a permit. If lead or other contaminants are found in the Briarwood Bay channel, the disposal costs for contaminated dredging spoils would be expensive. The EGLE permitting process gauntlet is very time consuming and costly. If the CLIB undertook the project using public funds, we would be required to instruct our consulting engineers to prepare an engineering report, file an EGLE permit application, develop scope of work, bid documents, conduct a public sealed bidding process, and if the project is approved, supervise the construction. The total cost of the project may require either an increase to the existing Special Assessment annual amount or the creation of a new Special Assessment just for the Briarwood Bay project.

Because of the cost and regulatory concerns, the CLIB suggested that maybe the dredging of the channel could be better undertaken by the Briarwood Bay property owners and/or the Lakewood Shores HOA as a private project at a lower cost. EGLE allows private groups to apply for permits. That concept was not acceptable to some lakeshore residents, including the leadership of the Alcona-Iosco Cedar Lake Association. In response, the CLIB agreed to begin an evaluation of the project to determine if it was both feasible and affordable for the CLIB to execute the project.

As part of that feasibility evaluation, the CLIB wants to know what you think about a dredging project for the Briarwood Bay Channel. We are asking the following question:

> *Should the Cedar Lake Improvement Board pursue a project using Cedar Lake Management & Weed Control Special Assessment District funds to dredge the existing channel in the south end of Cedar Lake between Briarwood Bay and the main lake for the purposes of improving navigability in and out of the Bay for all lake users including the owners of the lakefront property that surrounds the bay?*

Enclosed please find a self-addressed and stamped survey postcard. The CLIB requests that lakefront property owners answer the question by checking the appropriate box, offer any comments (optional), fill-in the name and address info, and mail the postcard back to the CLIB. We'd like to get your responses before the next CLIB Meeting on Friday, July 14, 2023.

If you have any questions, or if I can be of additional assistance, please don't hesitate to contact me.

Kindest Regards,

Rex Vaughn
Chairman, Cedar Lake Improvement Board
Mobile: 810-516-6686
Email: rvaughn@tir.com

Enclosure: Survey Postcard

Cedar Lake Improvement Board
Cedar Lake Lakefront Property Owner Opinion Survey
Possible Dredging Project for Briarwood Bay Access

Should the Cedar Lake Improvement Board pursue a project using Cedar Lake Management & Weed Control Special Assessment District funds to dredge the existing channel in the south end of Cedar Lake between Briarwood Bay and the main lake for the purposes of improving navigability in and out of the Bay for all lake users including the owners of the lakefront property that surrounds the bay?

Please Select One: Yes: ☐ No: ☐

Comments (Optional):_____

_____

_____

Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Cedar Lake Improvement Board
Cedar Lake Lakefront Property Owner Opinion Survey
Possible Dredging Project for Briarwood Bay Access

Tabulated Results as of 9/29/2023

- 694 letters sent out 6/23/23.
- 358 postcards received back from lake residents (over 50% response rate).
- Spoiled Post Cards (name/address left blank, no checkbox selected, added a "Maybe" check box, voted twice): 14
- 2 Undeliverable letters returned (no mail receptacle).
- 28 letters returned for bad addresses, then addresses corrected and letters re-mailed, no further bad address returns.
- Total of 344 valid votes.
- Total Votes "Yes": 78 (22.67%)
- Total Votes "No": 266 (77.32%)

A some lake residents submitted optional comments on the postcards. The postcards will be saved if anyone would like to review the comments made by the lake residents.

POLICY BANNER PAGE

POLICY NUMBER: C 0554298 00

INSURED: CEDAR LAKE IMPROVEMENT BOARD

THE BELOW PAPER FORMS NEED TO BE PULLED AND ADDED TO THE POLICY

FORM NAME	FORM NAME
CG1078 (01/14)	
CG2002A (01/14)	

CEDAR LAKE IMPROVEMENT BOARD
PO BOX 53
GREENBUSH MI 48738-9999

Commercial Lines Policy



Michigan Millers
Mutual Insurance Company
Lansing, Michigan

Protecting Families and Businesses Since 1881

www.mimillers.com

THIS POLICY CONSISTS OF:

- **DECLARATIONS**
- **COMMON POLICY CONDITIONS**
- **ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:**
  - **ONE OR MORE COVERAGE FORMS**
  - **APPLICABLE FORMS AND ENDORSEMENTS**

MUTUALS – MEMBERSHIP AND VOTING NOTICE: As a policyholder, you are a Member of the Michigan Millers Mutual Insurance Company and are entitled to attend and vote, either in person or by proxy, at the Annual Meetings of Members held at the Home Office on the third Thursday of April, in each year at 10 o'clock A.M., or at any adjournments thereof.

MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability: This policy is nonassessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Secretary

President

NOTICE OF PRIVACY PRACTICES

Our Commitment to Privacy

In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Information We Collect

We routinely obtain information through applications, forms related to our products or services, and your transactions with us. We may obtain such information from our affiliates, third parties or consumer reporting agencies. The information may include your name, address and telephone number. It may also include your payment, credit and claim information. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Way We Use Information

We do not disclose any nonpublic personal information about our customers or former customers except as permitted by law. Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

In the event you wish to review our corporate Privacy Statement, please look for it on our web site at www.mimillers.com or you may contact us at the Home Office at PO Box 30060, Lansing, Michigan 48909-7560. Any contacts regarding access to your information should be directed to the Home Office.

BUSINESS INCIDENT REPORT

Insured: _____

Address: _____

City: _____ State: _____ Zip: _____

Incident Type:

☐ Patron Accident ☐ Motor Vehicle ☐ Property Damage

☐ Employee Accident (State required Workers' Compensation form completed and mailed to Insurance Co. on: Date: _____)

☐ Other, Describe: _____

(Patron Disturbance, Theft, Robbery, etc.)

Date of Incident: _____ Time of Incident: _____ AM/PM

Location of Incident (be specific-inside, outside, weather conditions, pavement conditions, etc.):

_____

_____

_____

Description of Incident: _____

_____

_____

_____

Injured's Name(s): _____

Address: _____

Phone: Home: _____ Work: _____

Medical Attention Required? ☐ Yes ☐ No

If yes, what nature? ☐ First Aid Only ☐ Ambulance Required ☐ Hospitalization Required

Witnesses: Name: _____ Phone: _____

Address: _____ City: _____ State: _____

Name: _____ Phone: _____

Address: _____ City: _____ State: _____

What caused the accident? _____

_____

_____

_____

_____

_____

Incident Report prepared by:

Printed Name: _____ Signature: _____ Title: _____

If possible, please include a photograph to help document the claim.

Form 878 (07-00)

NOTICE TO POLICYHOLDERS

INFORMATION CONCERNING RATES AND FORMS

This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218, MCL 500.2236.

Michigan Millers Mutual Insurance Company is not required to file Rates or Forms for your policy as you are considered an "Exempt Commercial Policyholder".

"Exempt Commercial Policyholder" means an insured that purchases the insurance for other than personal, family or household purposes.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Complete and return the following ONLY if you wish to change your Terrorism Insurance election

☐ **ACCEPT CERTIFIED TERRORISM INSURANCE COVERAGE, AS AMENDED**
I hereby elect to purchase certified terrorism coverage per the premium indicated below.

☐ **REJECT CERTIFIED TERRORISM INSURANCE COVERAGE**

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses from certified acts of terrorism and that the coverage for fire losses will continue if a premium is shown above.

_____	Michigan Millers Mutual Insurance Company
Policyholder/Applicant's Signature	Insurance Company
CEDAR LAKE IMPROVEMENT BOARD	C 0554298 00
Named Insured	Policy Number
_____	
Date	

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. See the next page for a further description of an act of terrorism as provided under the Act.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of your billing notice. You may reject this offer by completing and signing this statement and returning it to us.

In some states, the certified terrorism exclusion makes an exception for (and thereby provides coverage for) **fire losses** resulting from an act of terrorism. Accordingly, if you reject the offer of terrorism coverage as provided under the program, that rejection is not applicable to **fire losses** resulting from an act of terrorism. In those states, the coverage in your policy for such fire losses will continue. The premium for such fire coverage is stated below, if applicable. This premium is due whether or not you reject the offer described above for terrorism coverage.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is one of the following:

If you accept this offer, the premium for terrorism coverage is $ 50

If you reject this offer, the premium for terrorism (*fire only) coverage is $ Not Applicable

If you decide to accept this coverage, we maintain the right to exclude coverage for losses that are not covered under the Terrorism Risk Insurance Act, as amended, that are otherwise excluded.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

MICHIGAN MILLERS MUTUAL INSURANCE COMPANY
PO Box 30060
Lansing, Michigan 48909-7560
Attn: TRIA Offer

The following excerpt from the Act is provided for your information:

According to Section 102(1) of the Terrorism Risk Insurance Act, as amended, "The term "act of terrorism" means any act that is certified by the Secretary of Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—(i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion." Section 102(1)(B) states, "No act shall be certified by the Secretary as an act of terrorism if—(i) the act is committed as part of the course of war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed $5,000,000." Section 102(1)(C) and (E) specify that the determinations are final and not subject to judicial review and that the Secretary of the Treasury cannot delegate the determination to anyone.

INSURANCE NOT SUBJECT TO TERRORISM RISK INSURANCE ACT

If your policy includes commercial auto insurance, your policy has been endorsed with endorsements that are not governed by any provisions relating to Certified Act of Terrorism. Refer to the proper endorsements that are attached to your policy for the definitions of Terrorism, and for provisions of the insurance contract that govern coverage for, or the exclusion of coverage for, losses arising from terrorism. Your acceptance or rejection of Terrorism Coverage will have a bearing on which endorsement is attached to your policy.

IF YOU ACCEPT TERRORISM COVERAGE, CA 23 85 – Exclusion of Terrorism Involving Nuclear, Biological, Chemical Terrorism is attached to your policy. There is underlying coverage for terrorism; but such exclusion will apply only if the event qualifies as a nuclear event, or if the event involves biological or chemical materials under certain circumstances.

IF YOU REJECT TERRORISM COVERAGE, CA 23 84 – Exclusion of Terrorism is attached to your policy. Coverage is excluded for terrorism; but such exclusion applies only if aggregate losses from the event exceeds $25 million*, or fifty or more persons sustain death or serious physical injury* or if the event qualifies as a nuclear event, or if the event involves biological or chemical materials under certain circumstances.

Refer to the terrorism endorsement for definitions of "terrorism."

**(In applying the thresholds for property damage ($25 million) and death or serious physical injury (50 or more persons), multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism.)*

GENERAL LIABILITY

ADVISORY NOTICE TO POLICYHOLDERS

BROADENINGS, RESTRICTIONS AND CLARIFICATIONS IN COVERAGE

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of any significant restrictions and clarifications of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

CG 21 67 (04-02) - Fungi or Bacteria Exclusion (Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- coverage is clarified to excluded personal and advertising injury arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury.
- coverage is restricted to exclude clean-up cost associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

CG 24 25 (04-02) - Limited Fungi or Bacteria Coverage (Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- coverage currently provided by your policy for bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure is now subject to a specific aggregate limit, which is subject to and may be less than the current policy limits.
- coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury and applies to clean up costs.

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Michigan Millers
Mutual Insurance Company
Lansing, Michigan

COMMERCIAL PACKAGE POLICY
COMMON POLICY DECLARATION

Policy Number C 0554298 00

Policy Period: **From** 04/17/2023 **To** 04/17/2024
12:01 A.M. Standard Time at the Named Insured's Address

Transaction NEW BUSINESS

Named Insured and Address	**Agent**	
CEDAR LAKE IMPROVEMENT BOARD PO BOX 53 GREENBUSH MI 48738-9999	THE STERLING GROUP, INC 13900 LAKESIDE CIRCLE STERLING HEIGHTS MI 48313 Telephone: 586-323-5700	0021611

Business Description	Type of Business	Audit Period
SLP-BOARD OF MAINTENANCE	INDIVIDUAL	Annual

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART DESCRIPTION	**PREMIUM**
General Liability	$351.00

POLICY PREMIUM	$	351.00
DEPOSIT PREMIUM	$	
TOTAL DEPOSIT PREMIUM	$	

Forms applicable to all Coverage Parts: See Forms and Endorsements Schedule

These Declarations together with the common policy conditions, coverage declarations, coverage form(s), and form(s) and endorsements, if any, issued, complete the above number policy.

Countersigned this Day of , By _____
Authorized Representative

Issued Date: 04/25/2023

Michigan Millers Mutual Ins.Co
P.O. Box 30060
Lansing, MI 48909-7560

GENERAL LIABILITY
COVERAGE PART DECLARATION

Policy Number C 0554298 00 **Policy Period** **From** 04/17/2023 **To** 04/17/2024
12:01 A.M. Standard Time at the Named Insured's Address

Transaction NEW BUSINESS

Named Insured and Address	**Agent**
CEDAR LAKE IMPROVEMENT BOARD PO BOX 53 GREENBUSH MI 48738-9999	THE STERLING GROUP, INC 0021611 13900 LAKESIDE CIRCLE STERLING HEIGHTS MI 48313 Telephone: 586-323-5700

Business Description	Type of Business	Audit Period
SLP-BOARD OF MAINTENANCE	INDIVIDUAL	Annual

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	$	2,000,000
Products - Completed Operations Aggregate Limit	$	INCLUDED
Each Occurrence Limit	$	1,000,000
Personal and Advertising Injury Limit	$	1,000,000
Medical Expense Limit, any one person	$	5,000
Damage to Premises Rented to You, any one Premises	$	100,000

AMENDED LIMITS OF LIABILITY

Refer to attached schedule, if any.

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Refer to attached schedule.

CLASSIFICATIONS

Refer to attached schedule.

TAXES AND SURCHARGES **See Taxes and Surcharges Schedule**	**$**	
TOTAL PREMIUM FOR THIS COVERAGE PART	**$**	351.00

Forms and Endorsements Applicable to this Policy

See Forms and Endorsements Schedule

These Declarations together with the common policy conditions, coverage part declarations, coverage part coverage form(s) and form(s) and endorsements, if any, issued, complete the above numbered policy.

Issued Date: 04/25/2023

Michigan Millers Mutual Ins.Co
P.O. Box 30060
Lansing, MI 48909-7560

Policy Number C 0554298 00
NEW BUSINESS
Named Insured:
CEDAR LAKE IMPROVEMENT BOARD

COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

LOCATION OF PREMISES

Location of All Premises You Own, Rent or Occupy:

00001
5039 Campbell St
Greenbush MI 48738-9999

PREMIUM

Location	Code No./ Classification	Premium	Basis	Rate Prem.Ops.	Rate Prod/Comp Ops.	Advance Premium Prem.Ops.	Advance Premium Prod/Comp Ops.
00000	80152	0				$147.00	
	CLUBS-CIVIC,SERVICE,SOCAL-NO OWNED BUILDINGS-NFP ONLY						
00001	80088	0	Members			$75.00	
	SPECIALTY SOLUTIONS LIABILITY PAK						
00001	80152	7	Members			$129.00	
	CLUBS-CIVIC,SERVICE,SOCAL-NO OWNED BUILDINGS-NFP ONLY						

"Products - completed operations are subject to the General Aggregate Limit"

Minimum Premium
Extension of Declarations --Total Advance Annual Premium $351.00

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COMMERCIAL PACKAGE POLICY
SUB-LOCATION ADDRESS SCHEDULE

Prem # 00001 Bldg # 00001

5039 Campbell St
Greenbush MI48738-9999

Michigan Millers Mutual Ins.Co
P.O. Box 30060
Lansing, MI 48909-7560

Policy Number: C 0554298 00
NEW BUSINESS
Named Insured:
CEDAR LAKE IMPROVEMENT BOARD

COMMERCIAL PACKAGE POLICY
FORMS AND ENDORSEMENTS SCHEDULE

Coverage Line	Form Nbr.	Ed. Date	Description
All Lines	IL0017	(11/98)	Common Policy Conditions
General Liability	CG2002A	(01/14)	Add'l Ins - Club Members
General Liability	CG2101	(11/85)	Excl- Athletics or Sports Part
General Liability	CG2150	(09/89)	Amend.of Liquor Liab. Excl.
General Liability	CG3376	(05/09)	Communicable Disease Exclusion
General Liability	GL1057	(08/95)	Abuse or Molestation
General Liability	MMGL431	(10/19)	Excl-Ammunition or Fireworks
General Liability	IL0021	(04/98)	Nuclear Energy Liab Excl Endr
General Liability	IL498	(03/06)	Excl - Silica or Related Dust
General Liability	IL0286	(04/98)	MI Chng-Cancellation/Nonrenew
General Liability	CG0057	(09/99)	Known Injury or Damage (CGL-Oc
General Liability	CG0168	(10/92)	Michigan Changes
General Liability	CG2160	(09/98)	Excl Yr 2000 Computer Rel & Ot
General Liability	IL804	(03/06)	Michigan - Excl Asbestos Liab
General Liability	CG2176	(01/15)	Excl of Punitive Dmg related t
General Liability	CGMI38	(06/21)	Exclusion-Electronic Data
General Liability	CG2187	(01/15)	Conditional Exclusion of Terr
General Liability	CG2425	(04/02)	Limited Fungi or Bacteria
General Liability	CG2173	(01/15)	Exclusion of Certified Acts of
General Liability	CG1078	(01/14)	Specialty Liability Pak
General Liability	CG0001	(07/98)	Comml Gen Liab Coverage Form
General Liability	CG0067	(03/05)	Excl-Violation of Statutes
General Liability	GL2014	(07/06)	Changes in Coverage Forms
General Liability	CG0062	(12/02)	War Liability Exclusion
General Liability	CG2132	(05/09)	Communicable Disease Exclusion

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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Reorder No. 14-M067

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"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. The CANCELLATION Common Policy Condition is amended as follows:

1. Paragraph **1.** is replaced by the following:

The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or our authorized agent advance notice of cancellation.

2. Paragraph **3.** is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph **5.** is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SILICA OR SILICA-RELATED DUST

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
MOTOR CARRIER COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
TRUCKERS COVERAGE FORM

A. This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of, resulting from or caused or contributed to by the actual or suspected exposure to, inhalation, or ingestion of, "silica" or "silica-related dust".

2. "Property damage" arising, in whole or in part, out of the actual, or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. "Personal injury" or "advertising injury", as may be defined in any applicable Coverage Form, arising, in whole or in part, out of the actual, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. This exclusion also includes:

1. Any actions, omissions, supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;

2. Any obligation or agreement to share damages with or repay someone else who must pay damages because of such injury or damage;

3. Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above; and

4. Any cost or expense of investigation, handling, mitigation, abatement, removal or disposal of "silica" or "silica-related dust".

C. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN – EXCLUSION – ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS
COMMERCIAL GENERAL LIABILITY COVERAGE PART
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
MOTOR CARRIER COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
TRUCKERS COVERAGE FORM

A. This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of, resulting from or caused or contributed to by the actual or suspected exposure to, inhalation, or ingestion of, "asbestos" or any good or product containing "asbestos".

2. "Property damage" arising, in whole or in part, out of the actual, or suspected contact with, exposure to, existence of, or presence of, "asbestos" or any good or product containing "asbestos".

3. "Personal injury" or "advertising injury", as may be defined in any applicable Coverage Form, arising, in whole or in part, out of the actual, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "asbestos".

4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "asbestos", by any insured or by any other person or entity.

B. This exclusion also includes:

1. Any actions, omissions, supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;

2. Any obligation or agreement to share damages with or repay someone else who must pay damages because of such injury or damage;

3. Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above; and

4. Any cost or expense of investigation, handling, mitigation, abatement, removal or disposal of "asbestos" or any good or product containing "asbestos".

C. The following definition is added to the Definitions Section:

1. "Asbestos" means any type or form of asbestos, asbestos fibers, or any product containing any type or form of asbestos, including, but not limited to: amosite, chrysotile, crocidolite, and the fibrous varieties of tremolite, actinolite, and anthophyllite.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" or "property damage" occurs during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

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Reorder No. 14-G100

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(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

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(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other

than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and

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would inflict "personal and advertising injury";

(2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(4) Arising out of a criminal act committed by or at the direction of any insured;

(5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions Section; or

(10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. To any insured.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included within the "products-completed operations hazard".

g. Excluded under Coverage **A.**

h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your

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business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

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a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

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a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in **a.** above; or

(b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

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d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

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b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

b. The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT – KNOWN INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

Paragraph **1. Insuring Agreement** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III -** Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II -** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II -** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II -** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **i.** under Paragraph **2., Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

WAR

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Exclusion **h.** under Paragraph **2., Exclusions** of **Section I - Coverage C - Medical Payments** does not apply. Medical payments due to war are now subject to Exclusion **g.** of Paragraph **2., Exclusions** of **Section I - Coverage C - Medical Payments** since "bodily injury" arising out of war is now excluded under Coverage **A.**

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EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The paragraph relating to prejudgment interest in SUPPLEMENTARY PAYMENTS (Section **I**) is replaced bythe following:

Prejudgment interest awarded against the insured on that part of the judgment we pay.

B. With respect to the DUTIES Condition (Section **IV**):

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

2. The last sentence of paragraph **2.b.** is deleted.

3. The reference to paragraph **d.** is amended to read paragraph **e.**

4. The following is added:

d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

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EXCLUSION - AMMUNITION or FIREWORKS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability,** Paragraph **2. Exclusions** of **Section I – Coverages – Coverage B – Personal And Advertising Injury Liability** and Paragraph **2. Exclusions** of **Section I – Coverages – Coverage C – Medical Payments:**

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising directly or indirectly out of the purchasing, selling, manufacturing, storage, handling, or igniting of any and all ammunitions or explosive devices including "fireworks", "dangerous fireworks", or "sparkling devices" regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for you or for others.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury", "property damage", "personal and advertising injury" or medical expenses involved that which is described in the paragraph above.

For the purpose of this endorsement, the following definitions apply:

"Fireworks" means any combustible or exploding device for producing a striking display of light or loud noise, or any pyrotechnic display including but not limited to entertainment display fireworks, articles of pyrotechnic, special effects, consumer fireworks, blank cartridges, and "sparkling devices".

"Dangerous fireworks" means any "fireworks" capable of causing serious physical injury and are firecrackers containing more than fifty (50) milligrams of any explosive substance, torpedoes, skyrockets, and rockets, roman candles, and bombs.

"Sparkling devices" means any ground-based or hand-held device that produce a shower of white, gold, or colored sparks, a colored flame, an audible crackling or whistle, or smoke as their primary pyrotechnic effect.

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COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

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AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

(1) Manufacture, sell or distribute alcoholic beverages;

(2) Serve or furnish alcoholic beverages for a charge whether or not such activity:

(a) Requires a license;

(b) Is for the purpose of financial gain or livelihood; or

(3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

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EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

(a) Computer hardware, including microprocessors;

(b) Computer application software;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **2.a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **2.a.** of this endorsement.

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

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B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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LIMITED FUNGI OR BACTERIA COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Fungi and Bacteria Liability Aggregate Limit	**$**	100,000

A. The following exclusion is added to Paragraph **2.,** Exclusions of **Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury" arising out of a "fungi or bacteria incident".

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

B. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph **C.** of this endorsement. This provision **B.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

C. The following are added to **Section III - Limits of Insurance:**

1. Subject to Paragraphs **2.** and **3.** of Section **III** - Limits of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage **A** for all "bodily injury" or "property damage" and Coverage **C.** for Medical Payments arising out of one or more "fungi or bacteria incidents". This provision **C.1.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

2. Paragraphs **5.,** the Each Occurrence Limit, Paragraph **6.,** the Damage To Premises Rented To You Limit, and Paragraph **7.,** the Medical Expense Limit, of Section **III** - Limits of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident".

D. The following definitions are added to the **Definitions** Section:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

2. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

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COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverages – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

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EXCLUSION - ELECTRONIC DATA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This Insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above. However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This Insurance does not apply to:

Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages):

This insurance does not apply to "bodily injury", "property damage", "advertising injury" or "personal injury" arising out of :

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:

a. Employment;

b. Investigation;

c. Supervision;

d. Reporting to the proper authorities, or failure to so report; or

e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph **1. above.**

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CHANGES IN COVERAGE FORM – MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph (5) of the Aircraft, Auto or Watercraft exclusion in **Paragraph 2. Exclusions** in **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

g. Aircraft, Auto or Watercraft

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. **Who Is An Insured, (Section II)** is amended to remove as an insured any person while driving any "mobile equipment" registered in your name under any motor vehicle registration law that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

C. Paragraph **B**. above does not apply to:

1. Owners and Contractors Protective Liability Coverage Form;
2. Pollution Liability Coverage Part; or
3. Products/Completed Operations Liability Coverage Form

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D. Section V – Definitions is amended as follows:

1. The definition of "Auto" is replaced by the following:

"Auto" means:

a. Any land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. The following is added to the definition of "Mobile equipment":

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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ALL LINES RATING WORKSHEET

LOC: 01 **MCO:** 01
Policy Number: C 0554298 00
Effective Date: 04/17/2023
Expiration Date: 04/17/2024

Insured: CEDAR LAKE IMPROVEMENT BOARD
Agent: THE STERLING GROUP, INC
Company: Michigan Millers Mutual Ins.C

GENERAL LIABILITY POLICY LIMITS $351.00

LIABILITY OCC: 1,000,000 PRODUCTS AGG: 2,000,000 GENERAL AGG: 2,000,000
MEDICAL PAYMENTS: 5,000 LIQUOR OCC: 0 LIQUOR AGG: 0 EMP BENEFITS OCC: 0
EMP BENEFITS AGG: 0 PERS & AD INJURY: 1,000,000 FIRE DAMAGE: 100,000
LIQUOR MULTI-LOC: N LIQUOR PMF: N LIQUOR SCHEDULE: N
AMENDMNTS/CREDIT: MED PAY FTR: 1.0 FIRE DAMAGE FTR: 1.0
P & A INJURY FTR: 1.0 AD INJURY ONLY: 1.0 CONTRACTUAL FTR: 1.0
POLLUTION FTR: 1.0 EMPL AS INSURED: 1.0 NEW ENTITIES: 1.0 RISK GRADE: 9
PROPERTY LINE CD: GL PAK END: N

EXCLS COV EXC FTR
FACTOR: = 1.0

PREMOP HIGHEST MIN		PREMOP PREMIUM		RESULT00100
276.0	-	129.0	=	147.0

GC PREMIUM		PREMOP PREMIUM		TOTAL PREMOP PREMIUM
147.0	+	129.0	=	276.0

TOTAL PREMOP PREMIUM		INS PREMIUM		INS PREMIUM
276.0	+	75.0	=	351.0

GEN LIAB
RMF:

GL COMP EXP		GL AGT EXP		RESULT00120
1.0	+	1.0	=	2.0

RESULT00120		1.00000		COMP/AGT EXP
2.0	-	1.0	=	1.0

PREMOPS MINIMUM PREMIUM ST: MI $147.00
CLASS : 80152 MINIMUM PREMIUM

GC PREMIUM		INS PREMIUM		INS PREMIUM
147.0	+	204.0	=	351.0

LOCATION: 00001 5039 CAMPBELL ST ST: MI $204.00

SPECIALTY SOLUTIONS LIABILITY PAK $75.00
CLASS : 80088 SPECIALTY SOLUTIONS LIABILITY PAK

CALC: LIAB

LIAPAK FLAT CHARGE		GC PREMIUM
75.0	=	75.0

PREMOP $129.00
CLASS : 80152 CLUBS-CIVIC,SERVICE,SOCAL-NO OWNED BUILDINGS-NFP ONLY

TERRITORY: 004 EXPOSURE: 7 EXPOSURE BASIS: E PREMIUM BASIS: F
PREM INC LMT IND: 3 'A' RATE IND: A 'AA' BASE RATE: 10.0 PMA CODE: S
COMBINED MIN IND: DED TYPE: BODILY INJ DED: 0 PROP DAMAGE DED: 0
EXCL PRODUCTS: N PROD INC LMT IND: I PROD A RATE IND:
PROD AA BASE RTE: 1.0 PROD DED TYPE: PROD BI DED: 0 PROD PD DED: 0

ALL LINES RATING WORKSHEET

LOC: 01 **MCO:** 01
Policy Number: C 0554298 00
Effective Date: 04/17/2023
Expiration Date: 04/17/2024

Insured: CEDAR LAKE IMPROVEMENT BOARD
Agent: THE STERLING GROUP, INC
Company: Michigan Millers Mutual Ins.C

EXCL XCU: NA EXCL LEAD - NY:

CALC
PREMOP:

```
PREMOP ILF LESS DED   BASE RTE X CO DEV   RESULT00640
1.84                X 10.0              = 18.4        =

AT LMT RT
18.4

RESULT00700   UNITS OF EXPOSURE   RESULT00760   PREM
18.4        X 7.0               = 129.0       = 129.0

GC PREMIUM   GU PREMIUM   GU PREMIUM
129.0      + 75.0       = 204.0

PREMOP MIN PREM   PREMOP ILF LESS DED   PREMOP ACTUAL MIN
150.0           X 1.84                = 276.0

GC PREMIUM   GU PREMIUM   GU PREMIUM
129.0      + 75.0       = 204.0

GC PREMIUM   INS PREMIUM   INS PREMIUM
129.0      + 75.0        = 204.0

GC PREMIUM   TERROR ACCEPT PREM   MI ACCEPT PREM
129.0      X 0.011               = 1.419
```

Michigan Millers
Mutual Insurance Company

MUTUAL POLICY CONDITION

MEMBERSHIP AND VOTING NOTICE: As a policyholder, you are a Member of the Michigan Millers Mutual Insurance Company and are entitled to attend and vote, either in person or by proxy, at the Annual Meetings of Members held at the Home Office on the third Thursday of April, in each year at 10 o'clock A.M., or at any adjournments thereof.

PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Secretary

President

NOTICE OF PRIVACY PRACTICES

Our Commitment to Privacy

In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Information We Collect

We routinely obtain information through applications, forms related to our products or services, and your transactions with us. We may obtain such information from our affiliates, third parties or consumer reporting agencies. The information may include your name, address and telephone number. It may also include your payment, credit and claim information. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Way We Use Information

We do not disclose any nonpublic personal information about our customers or former customers except as permitted by law. Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

In the event you wish to review our corporate Privacy Statement, please look for it on our web site at www.mimillers.com or you may contact us at the Home Office at PO Box 30060, Lansing, Michigan 48909-7560. Any contacts regarding access to your information should be directed to the Home Office.

POLICYHOLDERS NOTICE

NOTICE OF TERRORISM INSURANCE COVERAGE INCLUDED

Coverage for acts of terrorism is **included** in your policy, as defined in Section 102 (1). You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. We maintain the right to exclude coverage for losses that are not covered under the Terrorism Risk Insurance Act, as amended, that are otherwise excluded. See the next page for further description of an act of terrorism as provided under the Act.

YOU SHOULD KNOW THAT UNDER YOUR COVERAGE, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY THE TERRORISM RISK INSURANCE ACT, AS AMENDED. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Insurance not subject to Terrorism Risk Insurance Act

If your policy includes commercial auto insurance, the terrorism exclusions do not apply to your commercial auto insurance coverage.

Named Insured: Cedar Lake Improvement Board

Policy Number: S0101541 00

Date: 4/25/2023

The following excerpt from the Act is provided for your information:

According to Section 102(1) of the Terrorism Risk Insurance Act, as amended, "The term "act of terrorism" means any act that is certified by the Secretary of Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—(i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion." Section 102(1)(B) states, "No act shall be certified by the Secretary as an act of terrorism if—(i) the act is committed as part of the course of war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed $5,000,000." Section 102(1)(C) and (E) specify that the determinations are final and not subject to judicial review and that the Secretary of the Treasury cannot delegate the determination to anyone.

NOTICE TO POLICYHOLDERS

INFORMATION CONCERNING RATES AND FORMS

This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218, MCL 500.2236.

Michigan Millers Mutual Insurance Company is not required to file Rates or Forms for your policy as you are considered an "Exempt Commercial Policyholder".

"Exempt Commercial Policyholder " means an insured that purchases the insurance for other than personal, family or household purposes.

MICHIGAN MILLERS MUTUAL INSURANCE COMPANY
Lansing, Michigan

2850 (03-03)

Michigan Millers
Mutual Insurance Company

NOT-FOR-PROFIT ORGANIZATION
DIRECTORS, OFFICERS AND TRUSTEES DECLARATIONS

NOTICE

EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS COVERAGE PART IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE DIRECTORS, OFFICERS AND TRUSTEES COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS COVERAGE PART RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE PART CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

DEFENSE WITHIN LIMITS NOTICE

THIS POLICY MAY BE WRITTEN ON A "DEFENSE EXPENSES" WITHIN LIMITS BASIS. THE LIMITS OF LIABILITY CAN BE COMPLETELY EXHAUSTED BY "DEFENSE EXPENSES" AND WE HAVE NO LIABILITY FOR LEGAL DEFENSE COSTS OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMITS STATED IN YOUR POLICY.

Agent: The Sterling Group,Inc
180 S Ripley Blvd
Alpena, MI 49707

Policy Number: S0101541 00
Renewal of:

Phone: (989)354-3185

Agency No.: 0021538

Named Insured: Cedar Lake Improvement Board

Mailing Address: PO Box 53
Greenbush, MI 48738

POLICY PERIOD From 04/17/2023 to 04/17/2024 At 12:01 AM Standard Time at your mailing address above.

RETROACTIVE DATE

THIS INSURANCE DOES NOT APPLY TO" NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW:

Retroactive Date: 04/17/2023

Business Description: SLP - Lake Improvement Board **Form of Business:** Other

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Limits of Liability for Each Policy Year

Each Wrongful Act	$1,000,000
Aggregate Liability Limits	$1,000,000
Self-Insured Retention	$0

TOTAL POLICY PREMIUM	**$**	450
MINIMUM PREMIUM	**$**	450.00

THESE DECLARATIONS, TOGETHER WITH THE APPLICATION FOR INSURANCE, POLICY CONDITIONS, COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Issued Date: 04/25/2023
D01DO 05 15

NOT-FOR-PROFIT ORGANIZATION-DIRECTORS, OFFICERS & TRUSTEES FORMS AND ENDORSEMENT SCHEDULE

IL877	(01/14)	Mutual Statement
D0163	(01/15)	Cap on Losses From Certified Acts of Terrorism
DO174	(05/15)	MI Changes - Cancel & Nonrenewal
DO1238	(05/15)	Not-For-Profit Org Directors, Officers & trustees Liability Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

NOT FOR PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY COVERAGE FORM

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES – CANCELLATION AND NON-RENEWAL

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY COVERAGE FORM

A. The CANCELLATION Condition is amended as follows:

1. Paragraph **2.a.** is replaced by the following:

The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or our authorized agent advance notice of cancellation.

2. Paragraph **2.c.** is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph **2.e.** is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

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NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY COVERAGE FORM

THIS IS A CLAIMS-MADE COVERAGE PART.

PLEASE NOTE THAT DEFENSE COSTS ARE CONTAINED WITHIN THE LIMIT OF LIABILITY. THIS MEANS THAT THE LIMIT OF LIABILITY SPECIFIED IN THE DECLARATION OF THIS D&O COVERAGE PART SHALL BE REDUCED, AND MAY BE COMPLETELY EXHAUSTED BY DEFENSE COSTS. IN THE EVENT THAT THE LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER SHALL NOT BE LIABLE FOR DEFENSE COSTS OR FOR ANY DAMAGES, JUDGMENTS OR SETTLEMENTS.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have issued this policy based upon your application for this insurance which is attached to and becomes a part of this policy. That application is a representation of the correctness of the information based upon which we have issued this policy. We have no duty to provide coverage unless there has been full compliance with all the ***SECTION IV*** *-* ***CONDITIONS*** *of this coverage form.*

Throughout this policy the words "you", "your" and "insured entity" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.** All words and phrases that appear in quotation marks have a special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I- COVERAGES

1. Policy Agreements

a. We will pay on behalf of any "insured person" for "damages" arising out of any "wrongful acts" unless the "insured entity" pays such "damages" to or on behalf of the Directors, Officers and Trustees as indemnification.

b. We will pay on behalf of the "insured entity" for "damages" for the "wrongful acts" of the "insured" if the "insured entity" pays such "damages" to or on behalf of the Directors, Officers and Trustees as indemnification.

c. We will pay on behalf of the "insured entity" for "damages" for its "wrongful acts".

d. We have no obligation to make payments or perform acts or services except as provided for in this **paragraph** and **2.** below.

e. This insurance applies to such "damages" only if:

(1) The "wrongful acts" takes place in the "coverage territory"; or

(2) Such "wrongful acts" were committed after the retroactive date, if any, shown in the Declarations and before the end of the policy period; and

(3) A "claim" is both:

(a) First made against any insured, in accordance with **paragraph f.** below, during the policy period or any extended reporting period we provide under **SECTION VI – EXTENDED REPORTING PERIODS**; and

(b) Reported to us either:

(i) During the policy period or within sixty (60) days thereafter, or

(ii) With respect to any "claim" first made during any extended reporting period we provide under **SECTION VI – EXTENDING REPORTING PERIODS**, during such extended reporting period.

f. A "claim" will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by you or by us, whichever comes first; or

(2) When we make a settlement in accordance with **paragraph 2.a.** below.

g. All "claims" for "damages" based on or arising out of:

(1) One "wrongful act"; or

(2) An interrelated series of "wrongful acts" by one or more "insured" shall be deemed to be one "claim" and to have been made at the time the first of those "claims" is made against any "insured(s)".

h. Each payment we make for "damages" or "defense expenses" reduces the amount of insurance available, as provided under **SECTION III-LIMITS OF INSURANCE**.

2. Defense of Claims

a. We have the right and duty to defend "claims" against the "insured" seeking "damages" to which this insurance applies and to pay for related "defense expenses". However, we have no duty to:

(1) Defend "claims" against the "insured" seeking "damages", or

(2) Pay for related "defense expenses", when this insurance does not apply.

We may:

(1) At our sole discretion, investigate any "wrongful act" that may result in "damages"; and

(2) Settle any "claim" which may result, provided:

(a) We have your written consent to settle; and

(b) The settlement is within the applicable limit of insurance available.

Our liability will be limited as described below if:

(1) You refuse to consent to any settlement we recommend; and

(2) Such recommended settlement is also acceptable to the claimant.

When this happens, our liability under this policy for such "claim" shall not exceed the amount we would have paid for "damages" and "defense expenses" if you had consented at the time of our recommendation. You shall thereafter negotiate and defend that "claim" at your own cost and without our involvement.

b. Our right and duty to defend such "claims" end when we have used up the limit of insurance available under **SECTION III – LIMITS OF INSURANCE**. This applies both to "claims" pending at that time and those filed thereafter.

c. When we control defense of a "claim", we will pay associated "defense expenses" and choose a counsel of our choice from the panel of attorneys we have selected to deal with "claims". If you give us a specific written request at the time a "claim" is first made:

(1) You may select one of our panel of attorneys; or

(2) You may ask us to consider the approval of a defense attorney of your choice that is not on our panel.

We will use the panel attorney you selected in **(1)** above, or consider your request in **(2)** above, when we deem it appropriate to engage counsel for such "claim".

(1) If by mutual agreement or court order the insured assumes control of such defense before the applicable limit of insurance is used up, we will reimburse the "insured" for reasonable "defense expenses", subject to **(2)** below.

(2) If we defend you under a reservation of rights, both you and our counsel(s) will be required to maintain records pertinent to your "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

3. Exclusions

a. This insurance does not apply to "claims" arising directly or indirectly from any:
- **(1)** "Wrongful acts" which were the subject of any demand, suit or other proceeding which was initiated against any insured: or
- **(2)** Notice of fact(s), circumstance(s) or event(s) given to any insurer; or
- **(3)** Fact(s) and circumstance(s) which would cause a reasonable person to believe a "claim" would be made and which were known to any "insured", prior to the effective date of the earlier of:
  - **(a)** The first policy of this type that we issued to you of which this policy was an uninterrupted renewal of this type of coverage, or
  - **(b)** This policy.

b. Breach of any express contract or agreement.

c. Obligation to pay "damages" by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

d. Of the following laws:
- **(1)** Any workers compensation, disability benefits or unemployment compensation law, or any similar law, or
- **(2)** Employees' Retirement Income Security Act of 1974, Public Law 93-406, (E.R.I.S.A.) as now or hereafter amended, or any similar state or other governmental law. This includes fiduciary liability, liability arising out of the administration of any employee benefit plan and any other liability under any such laws; or
- **(3)** The Fair Labor Standard Act, the National Labor Relations Act of 1938, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991988), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any Federal, State or Local law, and to that part of any "damages" awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former "employee".

e. Oral or written publication of material, if such material:
- **(1)** Was published by or at the direction of the insured with knowledge of the material's falsity; or
- **(2)** Was first published before the retroactive date, if any shown in the Declarations.

f. Dishonest, criminal or fraudulent acts of the "insured" or the willful failure by the "insured" or with the "insured's" consent to comply with any law or any governmental or administrative order or regulation. Willful means acting with intentional or reckless disregard for such laws, order or regulations. The enforcement of this exclusion against any "insured" under this policy shall not be imputed to any other "insured".

g. "Bodily injury", property damage", or "personal and advertising injury".

h. "Wrongful acts" which occur when or after:
- **(1)** You file for or are placed in any bankruptcy, receivership, liquidation or reorganization proceeding; or
- **(2)** Any other business entity acquires an ownership interest in you which is greater than fifty (50) percent.

i. Costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar Federal, State, or Local law.

j. Lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations.

k. "Damages" which an "insured" must pay as a result of a "claim" brought about or contributed to in fact by the gaining by such "insured" of any profit, remuneration or advantage to which such "insured person" is not legally entitled.

l. Actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaims) or other irritants, pollutants or contaminants, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any of the foregoing, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

m. Brought or maintained by or on behalf of any "insured" except a "claim" that is a derivative action brought or maintained on behalf of the "insured entity" by one or more persons who are not Directors, Officers, and Trustee and who bring and maintain such a "claim" without solicitation, assistance or participation of any "insured".

n. Failure or omission to effect and maintain insurance.

o. Damage to or destruction of any tangible property including loss of use thereof.

p. "Employment practices wrongful act".

q. Any "wrongful act" constituting a violation of the Federal Securities Act of 1933, the Federal Securities Exchange Act of 1934, or any other similar State Securities law, rule or regulation promulgated under any of these, regardless of whether such violation result in the imposition of criminal fines or penalties or the award of civil damages.

r. Actual or alleged:

(1) Physical, verbal or mental harassment of any person; or

(2) Offensive or illegal sexual acts or behavior committed by any insured person. Such acts or behavior include, but are not limited to:

(a) Sexual exploitation; or

(b) Sexual assault; and

(c) Sexual abuse.

(3) Alleged unlawful discrimination on any basis against any person. This includes, but is not limited to, discrimination which is based on:

(a) Race or national origin; or

(b) Sex or sexual orientation; or

(c) Age, religion, or marital status; or

(d) Physical or mental handicap; or

(e) Political beliefs; or

(f) Union membership.

s. Loans, guarantees or other extensions of credit made by the insured to or for the benefit of any "insured person(s)" or any corporation or partnership in which an "insured person(s)" owns, or did own, directly or indirectly an equity interest.

t. Providing of or failure to provide any professional services to others for a fee.

u. Rendering or failure to render services or activities involving peer review, credentialing, accrediting, certification, decertification, standard setting or disciplinary action.

v. Service or services as a printer, publisher, broadcaster or advertiser. Excluded activities include, but are not limited to, composing, revising, preparing for publication, editing, proofreading, designing, arranging of style and appearance, typesetting, printing, engraving, photographing, taping, issuing, broadcasting, publishing or circulating any printed, visible or audible matter and any advice provided by any "insured" in connection with any such service.

SECTION II – WHO IS AN INSURED

1. You and those qualifying under "insured persons" are "insureds" under this policy.

2. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. You must provide us notice of such acquisition or formation within thirty (30) days of the effective date of your acquisition or formation; and

b. Coverage under this provision is afforded only until the ninetieth (90) day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

c. Coverage does not apply to any "wrongful act" that occurred before you acquired or formed the organization; and

d. You must pay us any additional premium due as a condition precedent to the enforceability of this additional extension of coverage.

This part does not apply to any organization after it is shown in the Declarations or added to this policy by endorsement.

SECTION III – LIMITS OF INSURANCE

1. The limits of insurance shown in the Declarations and the rules below set the most we will pay regardless of the number of:
   a. Insureds; or
   b. Persons or organizations making "claims".

2. The limit of insurance stated as Policy Aggregate Limits is the most we will pay for the sum of:
   a. All "damages" for all "claims" arising out of any actual or alleged "wrongful acts" covered by this insurance.
   b. All "defense expenses" for all "claims" seeking "damages" payable under **paragraph 2.a.** above.

Each payment we make for such "damages" reduces the Policy Aggregate Limit by the amount of the payment. This reduced limit will then be the amount of insurance available for further "damages" under this policy.

3. Subject to **2.** above, the amount of insurance stated as the Each "Claim" limit of insurance is the most we will pay for the sum of:
   a. All "damages" for injury arising from "wrongful acts" covered by this insurance arising out of one "claim" whether such "claim" is brought by one or more claimants; and
   b. All "defense expenses" associated with that specific "claim" in item **3.a.** immediately preceding.

4. In additional to the payments for "damages" in **paragraphs 2.** and **3.** above, we will also pay all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of **paragraphs 2.** and **3.** above.

These limits of insurance apply separately to each consecutive annual period and to any remaining period of less that twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – CONDITIONS

1. Bankruptcy
   a. Subject to **Exclusion h.**, the bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us of our obligations under this policy.

2. Cancellation
   a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us written advance notice of cancellation.
   b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
      (1) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro-rate. If the first Named Insured cancels, the refund may be less that pro-rata, but will not be less than ninety-five (95) percent of the unearned premium. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

a. This policy contains all agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties in Event of "Wrongful Acts" or "Claims"

a. You must see to it that we are notified as soon as practicable of any specific "wrongful acts" which you believe may result in an actual "claim". Your belief must be reasonably certain as the result of specific allegations made by a potential claimant or such potential claimant's legal representative, or as the result of specifically identifiable injury sustained by a potential claimant. To the extent possible notice should include:

(1) How, when and where such "wrongful act" took place;

(2) The names and addresses of any potential claimants and witnesses; and

(3) The nature of any injury arising out of such "wrongful acts".

Notice of such "wrongful act" is not notice of a "claim", but preserves any "insured's" rights to future coverage for subsequent "claims" arising out of such "wrongful acts" as described in the basic extended reporting period of **SECTION VI-EXTENDED REPORTING PERIODS**.

b. If a "claim" is received by any "insured":

(1) You must immediately record the specifics of the "claim" and the date received;

(2) You and any other involved "insured" must see to it that we receive written notice of the "claim", as soon as practicable, but in any event we must receive notice either:

(a) During the policy period or within sixty (60) days thereafter; or

(b) With respect to any "claim" first made during any extended reporting period we provide under **SECTION VI-EXTENDED REPORTING PERIODS** during such extended reporting period, as a condition precedent for coverage under this insurance. Such notice must provide us with the same information as is required in **item a.** immediately preceding; and

(3) You and any other involved "insured" must:

(a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";

(b) Authorize us to obtain records and other information;

(c) Cooperate with us in the investigation, settlement or defense of the "claim"; and

(d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

c. No "insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

5. Examination of Your Books and Records

a. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

6. Inspections and Surveys

a. We have the right but are not obligated to:

(1) Make inspections and survey at any time:

(2) Give you reports on the employment conditions we find; and

(3) Recommend procedures, guidelines and changes.

b. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of, or lawful practices with your workers or the public. We do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards as they relate to the purpose of this or any other insurance.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, survey, reports or recommendations on our behalf.

7. Legal Action Against Us

a. No person or organization has a right under this policy:

(1) To join us as a party or otherwise bring us into a "claim" seeking "damages" from any "insured"; or

(2) To sue us on this policy unless all of its terms have been fully complied with.

b. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured" obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

8. Other Insurance

a. If other valid and collectible insurance is available to the "insured" for "damages" or "defense expense" we cover under this policy, our obligations are limited as follows:

(1) As this insurance is primary insurance, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the methods described in **9.b.** below.

(2) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Payment of Premiums

a. We will compute all premiums for this insurance in accordance with our rules and rates; and

b. The first Named Insured shown in the Declarations is responsible for the payment of all premiums due and will be the payee for any return premiums we pay.

10. Representations

a. By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us in your application for this insurance. That application is attached to and incorporated into this policy and forms the basis of our obligations under this policy; and

(3) Since we have issued this policy in reliance upon your representations, this policy is voidable if any material fact or circumstance relating to the subject of this insurance is omitted or misrepresented in your application.

11. Separation of Insureds

a. Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

(1) As if each Named Insured were the only Named Insured; and

(2) Separately to each "insured" against whom "claim" is made.

No knowledge or information possessed by any "insured" will be imputed to any other "insured", except for material facts or information known to the person or persons who signed the application for this insurance.

12. Sole Agent

a. The first Named Insured is authorized to act on behalf of all "insureds" as respects for the payment for premiums, premium refunds, communication regarding notices of cancellation or non-renewal, supplemental extended reporting period and any changes in this policy.

13. Transfer of Rights of Recovery Against Others to Us

a. With respect to any payments made under this policy on behalf of any "insured", we shall be subrogated to the rights of recovery of such "insured", to the extent of those payments. The "insureds" shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us to bring suit in the name of the "insureds".

14. Transfer of Your Rights and Duties Under This Policy

a. Your rights and duties under this policy may not be transferred without our written consent.

15. When We Do Not Renew

a. If we decide not to renew this insurance, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than thirty (30) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Bodily injury" means physical injury to the body, sickness or disease sustained by a person as the result of direct physical injury to the body, including death resulting from any of these at any time.

2. "Claims" means a:

a. Written demand for monetary damages; or

b. Civil proceeding commenced by the service of a complaint or similar pleading.

3. "Coverage territory" means:

a. The United States of America (including its territories and possessions) and Puerto Rico; or

b. Anywhere in the world with respect to the activities of a person whose place of employment is in the territory described in **a.** above, while he or she is away for a short time on your business; provided that the "insured's" responsibility to pay "damages" is determined in a suit (or in any other type of civil proceeding as described under the definition of "claim" on the merits in, and under the substantive law of the United States of America (including its territories and possessions) or Puerto Rico.

4. "Damages" means monetary amounts to which this insurance applies and which the "insured" is legally obligated to pay as judgments or awards, or as settlements to which we have agreed in writing.

a. "Damages" include:

(1) "Pre-judgment interest" awarded against the insured on that part of the judgment we pay; and

(2) To the extend allowed by law, any portion of a judgment or award that represents a multiple of the compensatory amounts or punitive or exemplary damages; and

(3) Statutory attorney fees.

b. "Damages" do not include:

(1) Civil, criminal, administrative or other fines or penalties;

(2) Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; and

(3) Judgments or awards because of acts deemed uninsurable by law.

5. "Defense expense" means payments allocated to a specific "claim" for its investigation, settlement, or defense including:

a. "Defense expense" includes:

(1) Attorney fees and all other litigation expenses.

(2) The cost of bonds to appeal a judgment or award in any "claim" we defend. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments. We do not have to furnish these bonds.

(4) Reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of any "claim", including actual loss of earnings up to $250 a day because of time off from work.

b. "Defense expense" does not include:

(1) Salaries and expenses of our employees or your "employee", other than:

(a) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim" for the defense of the "insured"; and

(b) The expenses described in **4.** above.

(2) Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of **SECTION III – LIMITS OF INSURANCE**.

6. "Employee" means a person employed by you for wages or salary. But "employee" does not include any independent contractor, any employees of any independent contractor while acting within the scope of their employment, any "leased worker" or any "temporary worker".

7. "Employment practices wrongful act" means any of the following actual or alleged practices:

a. Which are directed against any of your "employees", "leased workers", "temporary workers", former "employees" or any applicant for employment by you; and

b. For which remedy is sought under any Federal, State, or Local statutory or common civil employment law:

(1) Wrongful refusal to employ a qualified applicant for employment;

(2) Wrongful failure to promote, or wrongful deprivation of career opportunity;

(3) Wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;

(4) Wrongful termination of employment, including retaliatory or constructive discharge;

(5) Employment related misrepresentation;

(6) Harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference or any other protected class or characteristic established by any applicable Federal, State, or Local statute; or

(7) Oral or written publication of material that slanders, defames, libels, violates or invades a right of privacy.

8. "Insured person" means:

a. Any past, present or future duly elected or appointed director, officer or trustee;

b. Past, present or future members of duly constituted commissions, boards or other units operated under your charter and written approval;

c. Your current or former "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;

d. Any person providing volunteer services for you, at your request, and operating under your direction and control;

e. Any person serving as a director or officer of another non-profit organization at your express written direction;

f. The estates, heirs, legal representatives or assigns of deceased person who were "insured persons" at the time of the "wrongful act" upon which a "claim" is based;

g. The legal representatives or assigns of an "insured person" in the event of their incompetence, insolvency or bankruptcy; and

h. The lawful spouse of an "insured person" under items **a.** and **b.** above is also an "insured person", but solely by reason of such spouse's status as a spouse or such spouse's ownership interest in property which the claimant seeks as recovery for an alleged "wrongful act".

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Lease worker" does not include a "temporary worker".

10. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
e. Oral or written publication of material that violates a person's right of privacy;
f. The use of another's advertising idea in your "advertisement"; or
g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

11. "Pre-judgment interest" means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.

12. "Property damage" means:
a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur when such tangible property cannot be used due to an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

14. "Wrongful act" means:
a. Any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by a director, officer or trustee in his or her capacity as such;
b. Any matter asserted against a director, officer or trustee solely by reason of his or her status as director, officer, trustee, employee, volunteer or member of a duly constituted committee of the "insured entity" and
c. Any other actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by the "insured entity".

"Wrongful act" shall not include any "employment practices wrongful act".

SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide extended reporting periods, as described below, if;
a. This policy is cancelled or not renewed; or
b. We renew or replace this policy with insurance that:
(1) Has a retroactive date later than the date shown in the Declarations of this policy; or
(2) Does not apply on a claims-made basis.

2. Extended reporting periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" as the result of "wrongful acts" which occurred after the retroactive date, if any, shown in the Declarations and before the end of the policy period. Once in effect, extended reporting periods may not be cancelled.

3. Extended reporting periods do not reinstate or increase the limits of insurance.

4. A basic extended reporting period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
a. Five (5) years with respect to "claims" arising out of "wrongful acts" which had been properly reported to us no later than the end of the policy period in accordance with **paragraph 4.a.** of duties in the event of "wrongful acts" or "claims, in **SECTION IV – CONDITIONS**; and
b. Sixty (60) days with respect to "claims" arising out of "wrongful acts" not previously reported to us. The basic extended reporting period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

5. A supplemental extended reporting period of either twelve (12) months, twenty-four (24) months or thirty-six (36) months duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the basic extended reporting period, set forth in **paragraph 4.b.** above ends. You must give us a written request for the endorsement, and its length, within thirty (30) days after the end of the policy period. The supplemental extended reporting period will not go into effect unless you pay the additional premium when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The exposures insured;

b. Previous types and amounts of insurance;

c. Limits of insurance available under this policy for future payment of "damages" or "defense expense"; and

d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this policy.

6. The supplemental extended reporting period endorsement we issue shall set forth the terms, not inconsistent with this Section, applicable to the supplemental extended reporting period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the supplemental extended reporting period begins.

Subject: Insurance Information
Date: Tuesday, October 10, 2023 at 5:13:07 PM Eastern Daylight Time
From: Jeanine Brink
To: Rex Vaughn
Attachments: image006.jpg, image007.jpg, image008.png, image009.png, image010.png, image011.png, image001.png

Rex
I was looking back on your account activities and came across this email where we were discussing this same issue. See our underwriters response stating there would be coverage. (scroll down)
I know in the email we said they were paid on a 1099 and this person is not, however, that will make no difference in the coverage. They are acting in the role of a board member so they have the coverage.
I hope this helps. Feel fee to share this email with your board.

Jeanine Brink, CIC, CISR
Commercial Lines Account Manager

AssuredPartners

D 9893547181

E jeanine.brink@assuredpartners.com

From: Sarah K. Hoyt <shoyt@mimillers.com>
Sent: Friday, April 21, 2023 9:58 AM
To: Jeanine Brink <jbrink@lappanagency.com>
Subject: RE: Cedar Lake Improvement Board

Hi Jeanine,
Yes, coverage would extend to the employee. Let me know if you need anything else.

Thanks!

Sarah Hoyt
Underwriter, Specialty Insurance Solutions
A division of Michigan Millers Insurance
608.421.7358
shoyt@mimillers.com

MICHIGAN MILLERS INSURANCE
Backing the Best in Business®

From: Jeanine Brink <jbrink@lappanagency.com>
Sent: Wednesday, April 19, 2023 1:19 PM
To: Sarah K. Hoyt <shoyt@mimillers.com>
Subject: Cedar Lake Improvement Board

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sarah,
The board has 1 “employee”. The guy is paid on a 1099 and they are paid to be a recording secretary and handle fiduciary responsibilities. The individual makes less than $600 per year. We just wrote the GL and D & O policies. Would coverage would extend to them as part of the organization?

Tell us how we’re doing! Please click the link below to* TAKE OUR SURVEY*. Thank you!



Jeanine Brink, CIC, CISR
Account Manager

D: 989-354-7181
F: 989-354-7181
A: 180 S. Ripley Blvd. Alpena, MI 49707

www.lappanagency.com

TAKE OUR SURVEY

Please remember that insurance coverage cannot be bound, modified, or changed, and security trades cannot be processed, amended, or canceled by leaving either an electronic message or a voice mail message.

CONFIDENTIALITY NOTICE
The information contained in this communication, including attachments, is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone immediately.

CONTRACT AGREEMENT

This is a Contract Agreement (the "AGREEMENT"), by and between the Cedar Lake Improvement Board, whose mailing address is PO Box 53, Greenbush, MI 48738, hereinafter referred to as the "CLIB", and Kieser & Associates, LLC, whose address is 536 E. Michigan Ave, Suite 300, Kalamazoo, Michigan, 49007, hereinafter referred to as "CONTRACTOR".

SCOPE OF WORK

1. CONTRACTOR shall be responsible for managing aquatic plant herbicide treatments on Cedar Lake, located in Oscoda Township, Iosco County and Greenbush Township, Alcona County , State of Michigan. CONTRACTOR shall comply with all bidding requirements as set forth in a document generally referred to as a "CEDAR LAKE IMPROVEMENT BOARD REQUEST FOR QUALIFICATIONS & BIDS For PROFESSIONAL LIMNOLOGISTS To Provide LAKE & AQUATIC PLANT MANAGEMENT SERVICES ON CEDAR LAKE INVITATION FOR BIDS, *Revision #1, 3-13-2023*, attached hereto as Exhibit "A". Further, the scope of work must include all items as set forth in the RFB under the heading "Work Specifications & Scope" and shall also include the application as generally set forth in CONTRACTOR's proposal in response to the RFB, attached hereto as Exhibit "B," in an amount not to exceed Seventy-Five Thousand Two Hundred Forty-Four Dollars ($75,244.00).

CONSIDERATION

2. CONTRACTOR shall receive from the CLIB as consideration for the services as contemplated in this Agreement, an amount not to exceed Seventy-Five Thousand Two Hundred Forty-Four Dollars ($75,244.00) for the completion of the Scope of Work as set forth above. During the term of the contract, CONTRACTOR shall submit invoices for work that has been satisfactorily completed no less than monthly, no more than quarterly, then payments shall be made thereafter subsequent to a review by the CLIB of the work performed by CONTRACTOR.

TERM OF AGREEMENT

3. The term of this Agreement shall commence at the time in which this Agreement is signed by both parties hereto and shall continue for five (5) years and until completion of the above stated Scope of Work is performed on behalf of CONTRACTOR. However, this Agreement may be terminated without cause, by any party hereto, upon ninety (90) days written notice to the other party at the addresses as provided for herein. In the event this Agreement is terminated, pro-rated compensation will be paid to the CONTRACTOR for services performed to the date of termination.

CONTRACT DOCUMENTS

4. The documents which form the basis for this contractual understanding between the CLIB and CONTRACTOR are as follows:

A. This Agreement.

B. The RFB, Exhibit A.

C. The responsive bid on behalf of the CONTRACTOR, Exhibit B.

STANDARD OF PERFORMANCE

5. CONTRACTOR does hereby agree to engage in the work as described herein and perform same in a professional manner to be commonly expected of someone performing the services as generally described below and herein.

INSURANCE

6. CONTRACTOR is agreeing to assume the responsibility for the job as described above and herein, and shall maintain at a minimum the following insurance coverages:

A. General liability insurance with a minimum combined single limit of One Million Dollars and 00/100 ($1,000,000.00). Such insurance shall include evidence that CONTRACTOR'S general liability insurance policy will cover CONTRACTOR'S liability, as it

relates to damages to the environment, may be substituted in lieu of a separate and dedicated environmental liability insurance policy.

B. Workman's compensation insurance in compliance with the statutes of the State of Michigan or the state which has jurisdiction over the CONTRACTOR's employees with a minimum limit of One Million Dollars and 00/100 ($1,000,000.00).

C. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of of One Million Dollars and 00/100 ($1,000,000.00).

D. Professional general liability insurance in the amount of One Million Dollars and 00/100 ($1,000,000.00).

E. Contractors Pollution Liability insurance in the amount of One Million Dollars and 00/100 ($1,000,000.00).

F. Any and all certificates of insurance coverage must be provided by CONTRACTOR, to the CLIB, at the time in which this Agreement is entered into, showing the policy periods for which said insurance policy is to be in effect. Said insurance policies shall be such so that they will provide coverage for the applicable period of time in which CONTRACTOR remains responsible to the CLIB, for any relevant statute of limitations. Said insurance policies shall also name the CLIB as an additionally insured party and shall contain an endorsement to the affect that any cancellation or material change, cannot be made by the underlying insurance company, until thirty (30) days notice has been provided by the insurer, in writing, to the CLIB.

GENERAL TERMS AND CONDITIONS

7. Indemnification by the CONTRACTOR: The CONTRACTOR shall indemnify, protect and hold the CLIB, it's appointed statutory board members, employees, and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) or other liability or loss, including, accidents, injury, death, or damages to any person or property, related in any way to the performance of this Agreement that result

from accidental acts, negligent acts, errors or omissions, or the willful misconduct of the CONTRACTOR'S personnel or equipment. This provision shall survive the termination of this Agreement.

8. Independent Contractor. The CONTRACTOR acknowledges and agrees that it is an independent contractor and is not an employee of the CLIB. As such, the CONTRACTOR shall not be entitled to participate in any fringe benefit programs adopted by the CLIB, nor will the CONTRACTOR be reimbursed for any expenses incurred. The CONTRACTOR shall be responsible for paying all of its own taxes on monies received for providing services under this Agreement.

9. Modifications. Any modifications to this Agreement or additional obligations assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.

10. Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement.

11. Binding Parties. The statements herein shall bind all heirs, successors, and assigns of both parties.

12. Survival. These conditions shall survive the completion of the CONTRACTOR'S services on this project and the termination of services for any cause.

13. Governing Law. The services provided by this Agreement will be performed Alcona County and Iosco County, and the Agreement shall be deemed to have been made in Alcona County, Michigan. It is acknowledged that this Agreement was entered into, and services are to be provided both in Alcona County and Iosco County by both parties hereto. The CONTRACTOR conducts business activities in Alcona County and Iosco County, and has responded to an advertisement, and has submitted a bid for this work, in Alcona County and Iosco County. Based upon this, and to the extent possible, both parties consent to the jurisdiction of Alcona County, State of Michigan.

14. Severability. If any provision of this Agreement is deemed to be invalid, it shall not affect the other remaining valid provisions hereof.

15. Notices. Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this Agreement.

16. Incorporation of Agreements. This document is to be a total incorporation of all

agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.

17. Assignability. Any rights provided for in this Agreement, to any party hereto, are not assignable.

18. Conflict of Documents. Any conflict between the terms of any of the contract documents shall be resolved as follows: First, the terms of this Agreement shall prevail over any other document. Second, when this Agreement document is not involved, then the next document to be given priority is in fact the RFB. Third, the documents CONTRACTOR submitted to CLIB, being its response to the aforementioned RFB, shall be given priority.

19. Anti-Discrimination. The CONTRACTOR shall comply with all state and federal Anti-discrimination laws and shall use the leased premises in a nondiscriminatory manner to the end that no person, on the ground of race, color, religion, sex, age, handicap, disability, or national origin, shall be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

20. No Joint Venture. Nothing contained in the contract documents will make, or will be construed to make, the parties hereto partners or joint venturers with each other. Neither will anything in these contact documents render, or be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

21. Failure of the CLIB to Insist on Compliance. The failure of the CLIB to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of the CLIB to insist on the future performance of any such terms covenants, or conditions, but the obligations of the CONTRACTOR with respect to such future performance shall continue in full force and effect.

CEDAR LAKE IMPROVEMENT BOARD

Dated: 5/19/2023

By: Rex R. Vaughn
Its: Chairman

KIESER & ASSOCIATES, LLC

Dated: May 19, 2023

By: Mark Kieser

Its: Owner/Principal

Exhibit A

CEDAR LAKE IMPROVEMENT BOARD
REQUEST FOR QUALIFICATIONS & BIDS
For
PROFESSIONAL LIMNOLOGISTS
To Provide
LAKE & AQUATIC PLANT MANAGEMENT SERVICES ON
CEDAR LAKE
INVITATION FOR BIDS

The Cedar Lake Improvement Board is accepting sealed bids for qualifications & proposals for professional limnologists to perform the task of Lake Manager on Cedar Lake in Iosco and Alcona Counties in the State of Michigan for the years 2023 – 2027.

Sealed bids shall be submitted to:

Qualifications & Proposals for Professional Limnologists
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Sealed bids must arrive by US Mail before 5:00 PM on Friday, March 17, 2023. Emailed bids and bids received after the deadline will not be considered.

For questions please contact:

Rex Vaughn
CLIB Chairman
Email (preferred): rvaughn@tir.com
Mobile: 810-516-6686

Project Overview

The Cedar Lake Improvement Board (CLIB) is seeking to hire the services of a professional limnologist to study the aquatic habitat as it relates to recurring aquatic nuisance conditions within Cedar Lake. The selected Contractor will prepare recommendations and prescribe the treatment processes for controlling aquatic nuisances during the years 2023 through 2027. The selected Consultant will monitor the effectiveness of the prescribed treatment(s) and for early detection of new or changing conditions that need to be addressed during these same years. The CLIB is looking to preserve a balance between control of aquatic nuisances and maintaining a healthy and diverse aquatic habitat within Cedar Lake.

General Information for the Bidder

1. Cedar Lake is located in T.23N.-R.9E., Sections 15, 10, and 3 of Oscoda Township in Iosco County and T.25N.-R.9E., Sections 34, 27, and 22 of Greenbush Township in Alcona County in the State of Michigan. The lake is 1,075 acres in size. Annual treatment areas are generally less than 200 acres per year. Cedar Lake hires an independent professional aquatic herbicide applicator contractor who will apply aquatic herbicides as directed, specified, and approved by the limnologist and the CLIB.
2. The following definitions will be used throughout this document:
    a. The Lake: Cedar Lake.
    b. The Board: Cedar Lake Improvement Board (aka CLIB).
    c. The Lake Manager (Contractor): The limnologist entity that is awarded a Lake Management contract by the Board.
    d. The Aquatic Applicator: The entity hired by the AICLA to perform herbicide applications under the supervision of the Lake Manager Contractor.
    e. The Contract: The resulting agreement between the Board and the Lake Manager Contractor based on this bidding process.
    f. EGLE: State of Michigan Department of Environment, Great Lakes, and Energy.

Instructions to the Bidder

1. The bidder shall examine the specifications and related documents attached and fully examine the Lake to familiarize themselves with all site conditions. The bidder shall make all necessary investigations to thoroughly inform themselves regarding past and present lake conditions including the EGLE Permits issued to previous Aquatic Applicators using the EGLE MiEnviro Portal, Waterbody: WB-2127.

2. The bidder will also examine all Aquatic Plant Management Reports, Monitoring Reports, Aquatic Plant Management Reports, 2019 – 2021 LakeScan™ Reports, 2011 Watershed Management Plan, Fisheries Assessments, and Bathymetry Assessment & Lake Level Reports posted on the Board web site: https://cedarlakewmp.net/home-page

3. No plea for ignorance of existing conditions shall be accepted. Failure or omission of any bidder to examine these documents or become acquainted with existing conditions shall in no way relieve them from any obligation with respect to their bid or any resulting contract.

4. The CLIB assumes no responsibility or liability for any costs incurred by the contractor prior to signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of any contract resulting from this RFP.

5. If a bidder finds omissions or discrepancies in the bid documents, they shall immediately notify the CLIB so that the CLIB can issue an addendum to all bidders.

6. Sealed bids must be submitted on the bid forms provided in this packet. All bid amounts must be shown as figures and written in ink or typewritten together with all other data as required and shall be legally signed with the complete address of the bidder.

7. The bid amounts shall be all inclusive and there shall be no additional charges. The prices named shall include all taxes in effect on the bid date. The bidder has included all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

8. The bid form must be fully completed and executed when submitted. Incomplete bids will not be considered.

9. Each bidder shall complete the Bidder Résumé and submit it with their Bid Form along with a current curriculum vitae.

10. Each bid must be submitted in a sealed envelope bearing the following information clearly marked on the outside “Cedar Lake – Lake Manager Sealed Bid – Do Not Open Until 10 AM on March 20, 2023, at the CLIB Public Meeting”.

11. Bids may be withdrawn prior to the stated deadline. Modification of bids in writing will be considered if received prior to the deadline. Once the deadline has lapsed, bids shall remain firm for 90 days, within which the contract shall be awarded.

12. Bids shall be evaluated upon cost and experience of the bidder. The CLIB reserves the right to accept or reject any and all bids, to waive any bid irregularities that may be in the best interest of the CLIB, and to negotiate a contract that will best meet the needs of the CLIB and its lake residents.

13. Awards will be made to the lowest responsive and acceptable offer or as judged by the CLIB. The CLIB may modify this request for proposals at its sole and exclusive discretion by addendum.

14. Acceptance of a proposal does not constitute a contract. Subsequently discovered information or circumstances may prompt the CLIB to rescind acceptance of any proposal after it has been accepted, but before the CLIB has taken action to authorize the contract to be signed. The CLIB reserves the right to rescind its acceptance of a proposal by adopting an appropriate resolution authorizing signature on a contract. At no time has a contract been formed until the CLIB has so acted and the contracts signed by the authorized individuals.

15. By signing and submitting the bid forms, the bidder affirms that their proposal is a free, independent, and legitimate proposal and that they have not engaged in any collusive practices that would have discouraged others to bid or influenced the terms of this proposal or of any others. Any evidence of collusion among the bidders, or any prospective bidders, shall be grounds for disqualification of a bidder and the voiding of any resulting contract.

16. Submitted bids shall become property of the CLIB. Any and all documents produced under the terms of any resulting agreements shall remain property of the CLIB and shall be provided upon request.

Bidder Requirements

Consultants (not aquatic herbicide applicators) must demonstrate the following expertise and experience for managing aquatic plant communities and Aquatic Invasive Species (AIS) to meet Cedar Lake ecological and recreational goals (see www.cedarlakewmp.net for reference) through:

1) Comprehensive monitoring, assessment and management efforts that must include:
   a) Consideration of physical and biological conditions of lake and surroundings
   b) Twice per growing system comprehensive plant community surveys documenting and assessing conditions in all 1,075 acres of the northern and southern sections of the lake with aquatic vegetation
   c) Documentation of progress towards established vegetation management goals using scientific and/or empirically based methods, metrics and/or indices that include, at a minimum:
      i) Species Richness
      ii) Biodiversity
      iii) Morphology
      iv) Floristic Quality
         (1) Consultants must provide peer-reviewed literature and agency support references for proposed metrics
         (2) Consultants must demonstrate how proposed monitoring and assessment methods will provide continuity with existing long-term database tracking and management methods
         (3) The CLIB is not interested in non-scientific indices or metrics for “sediment hardness” or “biovolume” from sonar readings
   d) Descriptions of survey observations for each species in lake ecosystem terms at a minimum for:
      i) Frequency
      ii) Coverage

iii) Dominance
e) Easily interpreted graphic illustrations of vegetation conditions from all surveys
f) Near real-time client electronic access to vegetation mapping following surveys
g) Coordination and directives to treatment contractors to ensure progress towards identified management needs and targeted goals during the recreational season
h) Annual reports that detail monitoring methods, quantified outcomes and plant community changes related to management applications, with recommendations for alternative management approaches if select applications are not meeting goals

2) Consultant must document their relevant experience to provide these services with successful project demonstrations of:
   a) Chemical treatments for AIS and nuisance native species with demonstrated staff expertise with specifying applications, rates, and permitting recognizing relevant restrictions/constraints/toxicity
   b) Mechanical removal (harvesting), bidding, and oversight
   c) Physical removal
      i) Small-scale hand removal, bidding, and oversight
      ii) At-scale Diver Assisted Suction Harvesting (DASH) design, bidding, monitoring, and oversight
   d) Use of Bio-controls and their application
   e) Use of chemical and biological adjuvants
   f) Physical barrier assessment, design, and installation oversight
   g) Other unique management expertise that may apply to Cedar Lake

Responsive proposals shall provide up to three relevant project examples demonstrating this experience and expertise for projects within the last three years. Each example shall include the period of performance, a project contact and approximate cost of services provided for the period of performance. Preference is for examples that demonstrate long-term tracking of management applications. Links to similar project reports are requested for CLIB review.

Additional Requirements

1. The Contractor must be knowledgeable in limnological data acquisition, compilation, and analysis, littoral zone vegetation monitoring, communications reporting, and herbicide contractor supervision.

2. The Contractor must be skilled in analytical and sampling protocols and must perform them in strict conformance with currently accepted methods and techniques that are most relevant to the proposed study (Aquest Method, LakeScan^{tm}, EPA, APHA, or other).

3. The Contractor shall furnish at their own expense insurance coverage including worker's compensation, and general liability. Coverages must be for the minimum amount of $1,000,000 for each occurrence of bodily injury, minimum $1,000,000 for each occurrence of property damage. The general liability insurance obtained must name the CLIB as additionally insured. Certificates of the insurance coverage shall be delivered to the CLIB within 10 days of award of the Contract. These certificates shall clearly indicate that the provisions of the applicable policy comply with the above requirements. If the policies confirmed by these certificates will expire prior to the termination of this contract, certificates for

renewals must be delivered to the CLIB not less than 10 days prior to the expiration date. Failure to provide certificates of the required insurances will void the Contract awarded by the CLIB.

Work Specifications & Scope

1. The Contract shall be binding on the parties and their successors and assigns; however, the Contractor shall not assign, subcontract, or otherwise transfer the work described and contracted herein without the express prior written consent of the CLIB. A violation of this term shall be considered a materials breach of the Contract.

2. The predominant aquatic invasive plants found in Cedar Lake have been Eurasian Water Milfoil, Curly-Leaf Pondweed, and Starry Stonewort (minor). Nuisance plants include variations of Naiad, Elodea, Wild Celery, Native Pondweeds, Chara, and others as described in the LakeScan™ Reports posted on the Board web site (review of the LakeScan™ Reports by the contractor is considered mandatory).

3. The development of lake treatment plans, treatment area, and the number of acres to be treated will be designed and specified in writing by the Contractor utilizing LakeScan™ AROS maps with GPS reference to MeasureMap Pro for on-water use by the CLIB and the Aquatic Applicator (https://blueblinkone.com/apps.html). The Contractor shall coordinate their activities directly with the Aquatic Applicator and the CLIB utilizing these tools.

4. The Contractor, in consultation with the Aquatic Applicator, and with approval by the CLIB, will prescribe the aquatic herbicide chemicals and adjuvants to be applied to Cedar Lake.

5. The intent of any resulting contract is to obtain clean, safe, proper, effective, and thoroughly professional undertaking of lake services. The successful bidder shall be competent, courteous, and orderly while on the job.

6. The Contractor shall make several professional visits to the Lake and prepare reports during the life of the contract. Those visits include, but are not limited to the following Annual Task List:

Task 1– Coordination with Cedar Lake Improvement Board

This is for contract period coordination with the Cedar Lake Improvement Board representative to support client needs including discussions on permit issues, treatment needs/outcomes, scheduling, observations, and forecasting for 2023-2027.

Task 2 – Early-Season Vegetation Survey

This pre-season preliminary survey with a CLIB representative, a representative of the Aquatic Applicator, and the Contractor, scheduled prior to Memorial Day each year to observe any significant nuisance plants that would warrant immediate treatment before the start of the recreation season. The result of this early season preliminary survey is a treatment plan for the first herbicide treatment.

Task 3 – June LakeScan™ Vegetation Survey

An in-depth vegetation survey will be conducted by the Contractor approximately ten days after the first herbicide application. The Contractor will thoroughly navigate the

lake to identify and document the density, distribution, plant height, and nuisance level of all aquatic plant species. This survey will aid in determining if herbicide treatment was effective, but importantly, establish critical ecological annual baseline conditions for the lake.

Task 4 –LakeScan™ Interim Report

An early-season LakeScan™ interim report with early-season findings will be submitted to the CLIB in early July. This report will provide relevant information and maps of key plant observations reflecting the early season treatment results as well as treatment effectiveness and guidance for an additional treatment, if needed. LakeScan™ metrics generated from the first early-season survey findings will be compared to previous years' early-season results. These will also be used to assess potential additional treatment needs for the lake.

Task 5 – August LakeScan™ Vegetation Survey

The late-season LakeScan™ detailed vegetation survey will be conducted by the Contractor to assess aquatic plant community through the annual growing season in August. The Contractor will coordinate with the aquatic applicator and the CLIB on timing of the late-season survey. The Contractor will thoroughly navigate the lake to identify and document the density, distribution, plant height, and nuisance level of all aquatic plant species. This survey will aid in determining the effectiveness of any additional herbicide treatments if they occur, potential late season treatment needs, and be used to forecast potential next year conditions.

Task 6 – Final LakeScan™ Report

The annual LakeScan™ final report will include details of early-season and late-season survey findings, results of treatment applications, plant community conditions, ecological conditions, and recommendations for future Cedar Lake management. The yearly report will compare vegetation survey results with historical results to analyze overall trends in lake biodiversity, species richness, nuisance levels, and fish habitat. It will be submitted to the CLIB by December of each year.

Task 7 – Annual Late Summer Face to Face Presentation to the CLIB & Alcona-Iosco Cedar Lake Association (two separate meetings).

Presentation will include details of early-season and late-season survey findings, results of treatment applications, plant community conditions, ecological conditions, and overall aquatic plant community trends in Cedar Lake.

7. In coordination with the Aquatic Applicator, the Contractor must schedule treatments to not restrict recreational water use (e.g. swimming, fishing) on Fridays, Saturdays, Sundays, Memorial Day, July 4th, Labor Day, or other special occasions as determined by the CLIB.

8. The Contractor must follow EGLE restrictions on the use of copper-based products during May and June. These restrictions will be listed in the EGLE Permit obtained by the Aquatic Applicator.

10. Lake Treatments will be designed by the Contractor, approved by the CLIB representative, and executed by the Aquatic Applicator in the timeframe specified by the Contractor. If there is not adequate die-back of treated plants, the Aquatic Applicator, at the Contractor's discretion and direction, may be required to re-treat these plants at no additional cost to the CLIB.

11. If a fluridone treatment is required, the Contractor will be responsible for the Lake Management Plan. The Lake Manager will be responsible for collecting and shipping residue samples. The Contractor will be reimbursed for shipping costs, lab fees, and time at the Lake. The results of residue monitoring shall be faxed or e-mailed to the Contractor within 10 working days of sample date.

12. If residue samples for the use of Triclopyr or 2,4-D are required by the EGLE Permit, the Consultant will determine the number and location of residue samples. The Consultant will be responsible for collecting and shipping residue samples. The Aquatic Applicator will assist the Contractor in collecting the samples and will be reimbursed for shipping costs, lab fees, and time at the Lake. The results of residue monitoring shall be faxed or e-mailed to the Contractor within 5 working days of sample date.

13. Upon the completion of work and on a quarterly basis, the Contractor shall submit to the CLIB a detailed invoice for each visit or other service accomplished in the preceding quarter. The professional services agreement, that is to be executed with the selected Consultant, will include a provision for the CLIB to annually retain 5% of the Consultant's invoiced fees until the ensuing years monitoring has been completed and the results have been provided to the CLIB in the form of a written LakeScan^{TM} report (Reference previous LakeScanTM reports on the CLIB web site: https://cedarlakewmp.net/).

BID FORM

BID DATE: _____, 2023

BID TO: Qualifications & Proposals for Professional Limnologists

Cedar Lake Improvement Board

PO Box 53

Greenbush, MI 48738

The undersigned bidder hereby declares that this bid is made in good faith and without fraud or collusion with any other bidder or any competitor.

The bidder has carefully read, examined, and understands the General Information, Instructions, Requirements, and Work Specifications & Scope for the proposed work. The bidder has investigated the lake and its condition to determine the character and difficulties attending the execution of the proposed work.

All work described in the bid specifications and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form. The CLIB assumes no responsibility or liability for any costs incurred by the Contractor prior to the signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of the Contract resulting from this bid document.

The undersigned agrees that this bid shall be good for 90 calendar days after the scheduled closing time for receiving bids. Within that timeframe, the CLIB shall provide a written Notice of Award to the successful bidder. Upon receipt of a written Notice of Award, the bidder shall enter into a formal contract with the CLIB incorporating the content and spirit of the bid specifications. Within 10 days of the Notice of Award, the Contractor shall deliver the required certificates of insurance described in the “Bidder Requirements”. In the event the contract and certificates of insurance are not provided within the time set the CLIB reserves the right to void the Notice of Award and the Contract.

The bidder understands the CLIB reserves the rights to reject any or all bids, to waive any irregularities in the bidding, and to award the contract to other than the low bidder.

The bidder proposes and agrees, upon acceptance of the bid, to contract with the CLIB, incorporating the content and spirit of the bid specifications. The bidder will provide all necessary equipment, products, personnel, and transportation necessary to execute the work referred to in this invitation to bid. Furthermore, the bidder agrees to perform all work in the manner and time prescribed and according to the requirements of the CLIB.

The undersigned, having familiarized themselves with the Instructions to Bidders and the Work Specifications, hereby proposes to perform everything required and to provide and furnish all the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for Lake Management Consultant in a professional manner, all in accordance with the specifications, and at prices as listed in the Bid Form.

Cedar Lake Improvement Board

Cedar Lake

LAKE MANAGEMENT SERVICES

PRICE PROPOSAL SHEET

Company Name: _____

Phone: _____ Fax: _____

Email: _____

(*Only firm, fixed price offers will be evaluated. An offer that demonstrates a variable cost schedule or is subject to escalation based upon any contingency will not be accepted and will be considered non-responsive and non-conforming to this solicitation.)*

Years 2023-2027 monitor, prescribe treatments, prepare reports, and attend meetings as requested herein:

Year	**Price (Numerical)**
2023	
2024	
2025	
2026	
2027	
Lump Sum	

CONSULTANT'S LUMP SUM "NOT TO EXCEED" AMOUNT to provide the services described herein.

Written Proposal Amount_____$_____Numerical

To the Cedar Lake Improvement Board:

Pursuant to the notices given, the undersigned has examined the documents relating to proposal requirements in order to be considered as the Lake Management Consultant for the Cedar Lake Improvement Board and does hereby submit a proposal in accordance with this "Request for Qualifications & Proposals".

Submitted and signed this _____ Day of _____ , 2023.

Signature of person authorized to legally bind the company.

Signature: _____

Printed Name: _____

Title: _____

Bidder Résumé

As listed in the documentation requirements itemized in the "**Bidder Requirements"** section above, and in order to expedite the award of this contract, the bidder is required to provide the following information (some repeated for convenience) to demonstrate prior experience with similar work to that required on Cedar Lake.

Bidder: _____Company Name)

Bidder must document their relevant experience to provide these services with successful project demonstrations of:

- Chemical treatments for AIS and nuisance native species with demonstrated staff expertise with specifying applications, rates, and permitting recognizing relevant restrictions/constraints/toxicity
- Mechanical removal (harvesting), bidding, and oversight
- Physical removal
    - Small-scale hand removal, bidding, and oversight
    - At-scale Diver Assisted Suction Harvesting (DASH) design, bidding, monitoring and oversight
- Use of Bio-controls and their application
- Use of chemical and biological adjuvants
- Physical barrier assessment, design, and installation oversight
- Other unique management expertise that may apply to Cedar Lake

Responsive proposals shall provide up to three relevant project examples demonstrating this experience and expertise for projects within the last three years. Each example shall include the period of performance, a project contact and approximate cost of services provided for the period of performance. Preference is for examples that demonstrate long-term tracking of management applications. Links to similar project reports are requested for CLIB review.

Please provide a list of limnologists employed by your company and their respective curriculum vitae.

In 2022, how many lakes in the various size categories listed below did you manage?

- 100 to 500 Acres: _____Lakes
- >500 Acres: _____Lakes

Please list on a separate sheet all the equipment to be utilized for the on-lake surveys at Cedar Lake.

Also include copies of a current curriculum vitae for company owners, management, and senior staff that will be assigned to the Cedar Lake contract.

By submission of a written response to this request, the Consultant acknowledges and agrees that representatives of the CLIB are also authorized to contact and talk with past clients of the Consultant, any partners or subcontracted service providers that will be utilized during this project.

SIGNATURE: _____DATE_____

NAME : _____

(Printed)

TITLE: _____

Exhibit B

KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING

QUALIFICATIONS/COST PROPOSAL

To:	Rex Vaughn, Chair Cedar Lake Improvement Board	**Date:**	March 14, 2023
From:	Mark Kieser, Senior Scientist Kieser & Associates, LLC	**cc:**	Files
RE:	**K&A Response for CLIB RFQ & Bid Request to Provide Lake Manager Services on Cedar Lake**		

Statement of Understanding

Kieser & Associates, LLC (K&A) is responding to a CLIB request for qualifications (RFQ) and bids for a professional limnologist to assess aquatic vegetation and habitat conditions in the 1,075-acre Cedar Lake. These efforts are intended to focus on management and control aquatic invasive species for a balanced native plant community that meets ecological goals and recreational desires of lake residents. This requires a comprehensive understanding of lake ecology, expertise with aquatic herbicides and algaecides, strong communication skills, keen oversight and direction of independent applicators, the ability to process, assess and manage comprehensive data sets, and accurate and meaningful reporting on findings and management needs.

K&A proposes to continue this lake management support to the CLIB for 2023-2027 using consistent LakeScan^{TM} assessment approaches while recognizing permitting challenges associated with varying regulatory agency restrictions. Such restrictions relate to: limitations on treatment chemicals (e.g., copper-based products); physical conditions (lake temperatures, proximity to shoreline wells), and presence of an endangered mussel. *(See Attachment A for details on the LakeScan methodology.)* K&A recognizes these limitations may mean ongoing consideration of new innovations in chemical application products, mechanical (harvesting) or physical controls (DASH, manual removal, barriers), and potential other options (biocontrols) to most cost-effectively manage aquatic plant conditions to achieve Cedar Lake goals. This demands a broad-based level of professional consulting experience for which K&A has the relevant expertise; such expertise in highlighted in *Attachment B* to this response.

K&A staff have a 20-year history in these regards with providing assessments and recommendations for treatment approaches on Cedar Lake. Dr. Doug Pullman, formerly of Aquest Corporation and now Senior Ecological Adviser with K&A, has two decades of experience with Cedar Lake aquatic plant management. Working with K&A field biologists over the past five years, Dr. Pullman and K&A have advised the CLIB on season-to-season and year-to-year changes in AIS and plant community conditions. These efforts have relied on consistent field methodologies and ecological metrics to track changes in response to recommended herbicide treatments and natural conditions

such as highly variable lake levels and shifts in plant community composition. Resumes for Senior K&A Staff to be involved in this project are included in *Attachment C*.

Proposed Scope of Work

The following scope of work has been prepared by K&A for 2023-2027 aquatic plant management. K&A explicitly recognizes stated RFQ bidding requirements 1-13 for performing this work for the CLIB. K&A proposes Tasks 1-7 using the LakeScan™ aquatic plant assessment and management approach consistent with services provided to the CLIB up to the issuance of this RFQ. The LakeScan methodology (see Attachment A) was originally developed by Dr. Pullman and successfully applied through K&A services on Cedar Lake in recent years, as well as dozens of other Michigan lakes. Both Dr. Pullman and other K&A staff have deployed this method for a range of lakes including those under contract with state, tribal and federal agencies. The method has also been presented at numerous professional conferences focused on lake and aquatic plant community assessment and management.

This approach was envisioned as an advancement of the traditional AVAS survey methodologies originally developed for Michigan DNR aquatic vegetation assessments some decades ago by Dr. Pullman while leading Aquest Corporation. The assessment program was expanded by Dr. Pullman to collect the same and an even broader set of field information than AVAS surveys, allowing for more comprehensive ecological and habitat analyses that best serve within-year, year-to-year and long-term management decision-making and goal-tracking needs. It has been adapted by K&A to include published metrics, and is currently being deployed by K&A in more than 20 lakes in Michigan under previous arrangements with Aquest for its use. Its application recently included the approved Michigan DNR and US Fish & Wildlife Service assessment of the Fort Custer Recreation Area lakes used from 2018 through 2021 for K&A to develop a comprehensive AIS and aquatic plant community management plan for these state-managed water bodies.[1]

Consistent with recent LakeScan™ assessments and reporting for Cedar Lake, K&A will provide the following services in accordance with RFQ specifications.

Task 1 – Coordination with Cedar Lake Improvement Board

Primary CLIB project coordination will be provided by K&A Senior Ecological Adviser, Dr. Doug Pullman. He will be supported by other senior K&A professionals including Mark Kieser (Senior Scientist) and Mike Foster (Environmental Engineer) as necessary to ensure immediate communication around project coordination needs. It is anticipated that coordination will occur with primary K&A field survey staff including John Hart (Watershed Scientist) and Natalie Howard (Project Scientist) in 2023. K&A will work with the CLIB designated representative throughout the contract period to cover the range of specified coordination tasks.

[1] See: http://www.kieser-associates.com/fcra_ais_management_plan_wattachments_final/

Task 2 – Pre-Season Vegetation Survey
Dr. Pullman and select K&A field survey staff will meet on-site with the CLIB representative and contracted applicator in May to assess pre-season vegetation conditions on the lake to define early treatment needs as part of a plan for application. AIS will be mapped in the field using Measure Map Pro (or similar software), entered into field iPads denoting Aquatic Resource Observation Site (AROS) designators already established in LakeScan mapping, and then shared with the contractor and CLIB to mutually agree on an initial treatment plan. This plan will recognize that pre-season vegetation conditions may change during the course early season vegetation growth necessitating contractor flexibility to optimize treatment needs. Any changes in treatment plans would be cleared with K&A and the CLIB.

Task 3 – June Early-season LakeScan™ Vegetation Survey
An early season, comprehensive LakeScan vegetation survey will be conducted by K&A staff within approximately ten days after herbicide application. This survey will use existing AROS mapping to provide consistent assessment across the entire lake. This allows for review of year-to-year and within year AIS and aquatic plant community changes. If applicator treatments do not appear to have met treatment plan objectives or outcomes as observed by K&A in this survey, K&A may recommend the contractor re-visit the lake at no cost for additional treatment. Such applicator coordination is a part of this task. Near real-time electronic access to K&A survey data, collected on iPads in the field, will be available to the CLIB representative through K&A's automatic data-processing and mapping system.

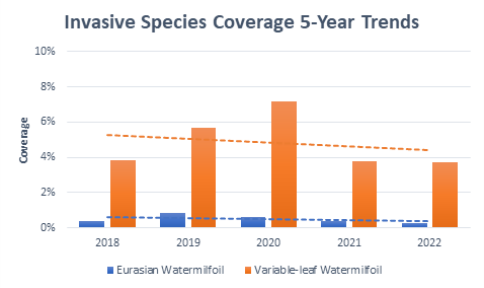
Task 4 –LakeScan™ Interim Report
Findings from Task 3 will be communicated in a concise interim treatment report to the CLIB. It will identify treatment successes or short-comings in the context of K&A early-season observations, and ascribe findings to established LakeScan metrics.

Task 5 – August LakeScan™ Vegetation Survey
The detailed late-season LakeScan vegetation survey will serve as the key assessment of AIS seasonal controls, aquatic plant community ecological condition, and persisting AIS or nuisance native growths. The latter may dictate another contractor herbicide application for 2023. Findings will also be used to forecast potential 2023 conditions and control needs. Similar electronic access to field data as provided in Task 3 will be possible for the late-season survey results.

<u>Task 6</u> – Final LakeScan™ Report

An annual LakeScan™ report will detail early- and late-season survey findings, outcomes of treatment applications, overall AIS and plant community conditions *(see inset at right for reporting example of key North Cedar Lake plant community conditions)*, and form the basis for future control recommendations. Within year and year-to-year changes related to AIS and nuisance conditions will be assessed in the context of historical conditions. *(See inset below North Cedar Lake historic trends example.)* LakeScan metrics will provide relevant details on important trends that may include ecological biodiversity, species richness, nuisance conditions, and habitat features related to fisheries. LakeScan reporting and metrics meet all RFQ requirements and be submitted to the CLIB each calendar year.

Common Name	T Value	Frequency		Coverage		Dominance	
		Early '22	Late '22	Early '22	Late '22	Early '22	Late '22
American Pondweed	3	25.7%	0.0%	2.8%	0.0%	5.1%	0.0%
Arrow head	4	0.0%	0.5%	0.0%	0.1%	0.0%	0.1%
Cattail	3	7.4%	7.9%	0.6%	0.7%	1.1%	1.2%
Chara	4	90.6%	86.6%	10.5%	11.5%	19.2%	21.0%
Clasping-leaf Pondweed	3	4.0%	0.0%	0.4%	0.0%	0.7%	0.0%
Common Bladderwort	3	8.9%	16.3%	0.6%	1.1%	1.1%	2.0%
Elodea	3	6.4%	2.5%	0.6%	0.2%	1.1%	0.5%
Eurasian Watermilfoil Hybrid	1	4.5%	0.5%	0.5%	0.0%	0.9%	0.1%
Green/Variable-leaf Watermilfoil	2	36.1%	28.2%	4.2%	3.2%	7.6%	5.9%
Illinois Pondweed	3	55.0%	23.3%	7.5%	2.4%	13.6%	4.5%
Naiad	2	37.6%	62.9%	3.2%	6.7%	5.9%	12.3%
Phragmites	1	0.5%	0.5%	0.0%	0.0%	0.1%	0.1%
Pickerelweed	3	3.0%	2.0%	0.2%	0.2%	0.5%	0.3%
Purple Loosestrife	1	1.5%	0.0%	0.1%	0.0%	0.2%	0.0%
Richardson's Pondweed	2	45.0%	50.5%	5.9%	9.6%	10.7%	17.4%
Robbin's Pondweed	3	0.0%	1.5%	0.0%	0.1%	0.0%	0.2%
Rush	4	25.7%	20.8%	2.2%	2.3%	4.0%	4.2%
Sago Pondweed	2	4.5%	2.0%	1.1%	0.4%	1.9%	0.7%
Spadderdock	2	11.9%	1.0%	1.5%	0.1%	2.7%	0.1%
Swamp Loosestrife	4	0.5%	4.5%	0.0%	0.6%	0.1%	1.1%
Thin Leaf Pondweed	4	2.0%	1.0%	0.2%	0.1%	0.4%	0.2%
Variable-leaf Pondweed	2	77.2%	71.3%	8.1%	7.6%	14.8%	13.8%
Water Stargrass	2	0.0%	1.0%	0.0%	0.2%	0.0%	0.3%
White Water-lily	2	13.4%	11.4%	3.8%	1.4%	6.9%	2.5%
Hybrid Water-lily	2	0.0%	1.0%	0.0%	0.1%	0.0%	0.1%
White-stem Pondweed	3	0.0%	9.9%	0.0%	1.0%	0.0%	1.8%
Wild Celery	2	12.9%	38.1%	0.9%	5.4%	1.6%	9.9%



<u>Task 7</u> – Lake Meetings

A K&A staff person will annually attend up to two, in-person client meetings; one for a Alcona/Iosco Cedar Lake Association meeting and one CLIB board meeting. Two additional lake visits by K&A professionals are incorporated into this task as may be necessary to ensure treatment contractor performance and/or address unusual lake conditions.

Bid Forms

K&A has completed the required Bid Forms as follows. For budget support of our lump sum bid, the following table identifies K&A estimated annual costs by task. These represent a year-over-year 4% increase beginning with 2023 over K&A's 2022 contract amount. Notably, Task 7 meetings now recognize 4 in-person events; 2 of these for formal meetings, and 2 additional site visits as may be needed to assess lake vegetation/treatment conditions between June and August (or post-August) surveys. K&A 2022 costs for Task 7 included one in-person AICLA meeting and one conference call with the CLIB. Going forward, 2023 visits are budgeted at $600 each covering staff time and direct expenses.

	YEAR					
	Recent	Bid with 4% increase/year				
Task	2022	2023	2024	2025	2026	2027
1. CLIB Coordination	$ 1,300	$ 1,352	$ 1,406	$ 1,462	$ 1,521	$ 1,582
2. Pre-season	$ 1,450	$ 1,508	$ 1,568	$ 1,631	$ 1,696	$ 1,764
3. June Survey	$ 2,250	$ 2,340	$ 2,434	$ 2,531	$ 2,632	$ 2,737
4. Interim Report	$ 400	$ 416	$ 433	$ 450	$ 468	$ 487
5. August Survey	$ 3,750	$ 3,900	$ 4,056	$ 4,218	$ 4,387	$ 4,562
6. Report	$ 1,900	$ 1,976	$ 2,055	$ 2,137	$ 2,223	$ 2,312
7. Lake Meetings (4 in-person)	$ 800	$ 2,400	$ 2,496	$ 2,596	$ 2,700	$ 2,808
Yearly Totals	$ 11,850	$ 13,892	$ 14,448	$ 15,026	$ 15,627	$ 16,252
5-year TOTAL	**$**					**75,244**

BID FORM

BID DATE: March 14, 2023

BID TO: Qualifications & Proposals for Professional Limnologists

Cedar Lake Improvement Board

PO Box 53

Greenbush, MI 48738

The undersigned bidder hereby declares that this bid is made in good faith and without fraud or collusion with any other bidder or any competitor.

The bidder has carefully read, examined, and understands the General Information, Instructions, Requirements, and Work Specifications & Scope for the proposed work. The bidder has investigated the lake and its condition to determine the character and difficulties attending the execution of the proposed work.

All work described in the bid specifications and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form. The CLIB assumes no responsibility or liability for any costs incurred by the Contractor prior to the signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of the Contract resulting from this bid document.

The undersigned agrees that this bid shall be good for 90 calendar days after the scheduled closing time for receiving bids. Within that timeframe, the CLIB shall provide a written Notice of Award to the successful bidder. Upon receipt of a written Notice of Award, the bidder shall enter into a formal contract with the CLIB incorporating the content and spirit of the bid specifications. Within 10 days of the Notice of Award, the Contractor shall deliver the required certificates of insurance described in the “Bidder Requirements”. In the event the contract and certificates of insurance are not provided within the time set the CLIB reserves the right to void the Notice of Award and the Contract.

The bidder understands the CLIB reserves the rights to reject any or all bids, to waive any irregularities in the bidding, and to award the contract to other than the low bidder.

The bidder proposes and agrees, upon acceptance of the bid, to contract with the CLIB, incorporating the content and spirit of the bid specifications. The bidder will provide all necessary equipment, products, personnel, and transportation necessary to execute the work referred to in this invitation to bid. Furthermore, the bidder agrees to perform all work in the manner and time prescribed and according to the requirements of the CLIB.

The undersigned, having familiarized themselves with the Instructions to Bidders and the Work Specifications, hereby proposes to perform everything required and to provide and furnish all the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for Lake Management Consultant in a professional manner, all in accordance with the specifications, and at prices as listed in the Bid Form.

Cedar Lake Improvement Board

Cedar Lake

LAKE MANAGEMENT SERVICES

PRICE PROPOSAL SHEET

Company Name: Kieser & Associates, LLC

Phone: 269-344-7117 Fax: 269-344-2493

Email: mkieser@kieser-associates.com

(*Only firm, fixed price offers will be evaluated. An offer that demonstrates a variable cost schedule or is subject to escalation based upon any contingency will not be accepted and will be considered non-responsive and non-conforming to this solicitation.)*

Years 2023-2027 monitor, prescribe treatments, prepare reports, and attend meetings as requested herein:

Year	**Price (Numerical)**
2023	$13,892
2024	$14,448
2025	$15,206
2026	$15, 627
2027	$16,252
Lump Sum	$75,244

CONSULTANT'S LUMP SUM "NOT TO EXCEED" AMOUNT to provide the services described herein.

Written Proposal Amount_Seventy-five thousand two hundred forty-four dollars_$_75,244_Numerical

Optional Numerical Price for Floridone Treatment Management $2,500

Optional Numerical Price for Triclopyr or 2,4-D Post Treatment Testing $3,000

To the Cedar Lake Improvement Board:

Pursuant to the notices given, the undersigned has examined the documents relating to proposal requirements in order to be considered as the Lake Management Consultant for the Cedar Lake Improvement Board and does hereby submit a proposal in accordance with this "Request for Qualifications & Proposals".

Submitted and signed this 14th Day of March, 2023.

Signature of person authorized to legally bind the company.

Signature: Mark D. Kieser

Printed Name: Mark S. Kieser

Title: Senior Scientist/Principal

Bidder Résumé

As listed in the documentation requirements itemized in the "**Bidder Requirements"** section above, and in order to expedite the award of this contract, the bidder is required to provide the following information (some repeated for convenience) to demonstrate prior experience with similar work to that required on Cedar Lake.

Bidder: Kieser & Associates, LLC (Company Name)

Bidder must document their relevant experience to provide these services with successful project demonstrations of:

- Chemical treatments for AIS and nuisance native species with demonstrated staff expertise with specifying applications, rates, and permitting recognizing relevant restrictions/constraints/toxicity
- Mechanical removal (harvesting), bidding, and oversight
- Physical removal
    - Small-scale hand removal, bidding, and oversight
    - At-scale Diver Assisted Suction Harvesting (DASH) design, bidding, monitoring and oversight
- Use of Bio-controls and their application
- Use of chemical and biological adjuvants
- Physical barrier assessment, design, and installation oversight
- Other unique management expertise that may apply to Cedar Lake

Responsive proposals shall provide up to three relevant project examples demonstrating this experience and expertise for projects within the last three years. Each example shall include the period of performance, a project contact and approximate cost of services provided for the period of performance. Preference is for examples that demonstrate long-term tracking of management applications. Links to similar project reports are requested for CLIB review.

Please provide a list of limnologists employed by your company and their respective curriculum vitae. (See Attachment C)

In 2022, how many lakes in the various size categories listed below did you manage?

- 100 to 500 Acres: 10 Lakes
- >500 Acres: 5 Lakes

Please list on a separate sheet all the equipment to be utilized for the on-lake surveys at Cedar Lake. (See Attachment B)
Also include copies of a current curriculum vitae for company owners, management, and senior staff that will be assigned to the Cedar Lake contract. (see Attachment C)

By submission of a written response to this request, the Consultant acknowledges and agrees that representatives of the CLIB are also authorized to contact and talk with past clients of the Consultant, any partners or subcontracted service providers that will be utilized during this project.

SIGNATURE: Mark S. Kieser DATE March 14, 2023

NAME : Mark S. Kieser
(Printed)

TITLE: Senior Scientist/Principal

ATTACHMENT A

K&A AIS Assessment Approach Using LakeScan™ Methodology

1.0 Vegetation Monitoring

K&A conducts two comprehensive aquatic plant surveys on targeted lakes; one in June and the other in August. These surveys collect data on a wide range of physical and ecological conditions in a lake necessary to make practical, scientific and empirically-based assessments of AIS presence and recommendations for management (as needed). Key features of this K&A approach include:

- Comprehensive system of lake and aquatic plant management analyses
- Consideration of physical and biological conditions of lake and surroundings
- Scientific and empirically-based methods/metrics
- Descriptions of aquatic plant community in lake ecosystem terms
- Information necessary for management recommendations
- Easily interpreted graphic illustrations of vegetation conditions
- Near real-time, passworded access to vegetation mapping following surveys

The program provides an analysis of lake conditions and management recommendations based on observations collected over both lake surveys. Each survey includes comprehensive mapping of aquatic vegetation present in the lake. Surveys also collect additional data such as dissolved oxygen and temperature profiles as well as Secchi Disk readings. For each survey, K&A field personnel record the density, distribution, and position in the water column of aquatic plant species as well as noting nuisance plant conditions.

Aquatic plant communities change over the season, so surveys split into early and late season observations allow for within year calculation of a series of metrics representative of the health of the lake ecosystem, benefits for fish habitat and recreational use, as well as the nuisance threat presented by invasive and weedy species. In addition to providing a snapshot of lake health, these metrics allow for a comparison of lake conditions on a year-to-year basis as well as a comparison with other regional lakes.

LakeScan™ Metrics	Score Range	2022 Early Season	2022 Late Season	2022 Average	Management Goal
Species Richness	5 - 30	26	20	23	n/a
Shannon Biodiversity Index	1 -15	11.9	8.4	10.2	> 8.4
Shannon Morphology Index	1 - 10	8.1	6.4	7.3	> 6.0
Floristic Quality Index	1 - 40	28.2	26.4	27.3	> 20
Recreational Nuisance Presence	0 - 100%	0%	1%	1%	< 10%
Algal Bloom Risk	Low - High	n/a	n/a	Low	Low
Total Lake Score	1 - 10	n/a	n/a	10.0	n/a

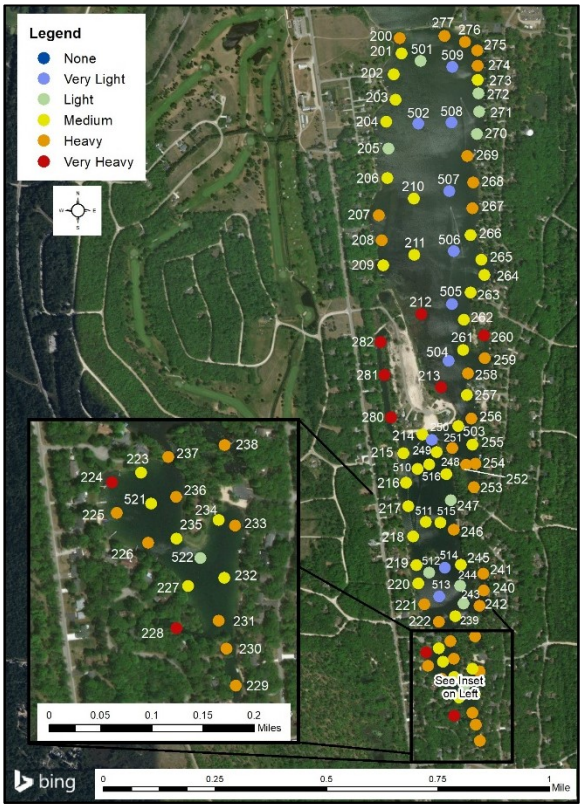
K&A employs field evaluations for both the early and late summer aquatic vegetation surveys for pre-established Aquatic Resource Observation Sites (AROS) based on habitat and management level zones to advance year-to-year plans for each distinct area of the lakes. These field surveys include a consistent combination of field observations and conditions including:

- Use of pre-established AROS
- Sampling per each AROS
    - Rake tows

    - Visual observations
    - Sonar recordings
- Real-time field data recorded on iPads for:
    - Density
    - Distribution
    - Phenotype
    - Perceived Nuisance Level

Survey data, analyses and maps are generated instantaneously from collected field information to provide immediate feedback on treatment and intervention efforts or recommendations.





Recommendations are made keeping in mind that they should always result in protection and management. User-friendly reporting covers lake characteristics, important ecological and management metrics, seasonal changes on the lake, overall vegetative conditions, an overview of desired and non-desired species observations, field water quality measurements, detailed results of the aquatic vegetation surveys and aquatic vegetation management activities and recommendations.

Details of this assessment method are as follows.

1.1 Assessment Methodology

The K&A management assessment methodology combines detailed data collection with mapping and whole-lake analysis metrics backed by scientific literature.[2] This analysis allows lake managers to identify AIS impairment and related lake management activities, highlighting potential issues requiring intervention. Appropriately targeted aquatic plant suppression can minimize ecological nuisances while allowing beneficial species to flourish at ecologically balanced levels supporting healthy lake conditions. This kind of adaptive management system provides a scientifically-sound and consistent methodology to better assess and manage ecological conditions in lakes.

The K&A analysis involves collecting data over two vegetation surveys during the critical summer recreational season. These surveys are based on a system where the lake is first divided into biological tiers (see Table 1) and then further subdivided into Aquatic Resource Observation Sites (AROS). AROS maps are developed for each lake. On each survey, field personnel record the density, distribution, and position in the water column of each aquatic plant species in each AROS, as well as noting any nuisance conditions. Dissolved oxygen profiles and temperature profiles as well as Secchi disk depth are additionally recorded.

Aquatic plant communities change over the course of a year, so the surveys are split into early and late season observations. Early season surveys are typically conducted in June as vegetation growth begins to reach early summer blooms. Late-season surveys are typically conducted in August, recognizing seasonal shifts in vegetation types.

Table 1 – Biological Tier Descriptions for the K&A Assessment Methodology.

Tier*	Description
2	Emergent Wetland
3	Near Shore
4	Off Shore
5	Off Shore, Drop-Off
6	Canals
7	Around Islands and Sandbars
9	Off Shore Island Drop-Off

*Tiers 1 and 8 are reserved for future use.

1.2 Aquatic Vegetation Survey Methods

Plant species, density, distribution, phenotype, and perceived nuisance level are obtained at each Aquatic Resource Observation Site (AROS) through visual observations, rake tows (three or more in each AROS depending on AROS size and complexity), and sonar

[2] A range of comprehensive field data are used to compare conditions in different lakes, and in the same lake from year-to-year, season-to-season, pre- and post-management conditions, and place-to-place/tier-to-tier comparisons. The system is built upon algorithms suitable to rapidly produce assessment results needed for relevant reporting and formulation of annual lake management objectives. This approach was originally adapted from AVAS survey methods used by EGLE.

imaging. Vegetation observations physical measurements are all recorded on iPads in the field. The AROS sample area is arranged according to specific depth contours that harbor differing plant communities and habitats (Table 1).

This type of area categorization allows for more in-depth analysis of species presence and location within the lake, and a more complete description of the vegetation community than provided with other common vegetation survey methods. Photographs and samples of plants are taken when further identification is needed with difficult-to-field verify species. Further species identification is then conducted through laboratory observation. K&A methodology provides an in-depth analysis of each lake's plant community (including AIS) as well as plant distribution, plant morphology and other characteristics to inform management decisions.

In the field, trained K&A staff conduct rake tows and visual observations, as well as record sonar data to help taxonomically identify aquatic plants to species. In-place visual observations are made when water clarity is sufficient to accurately see throughout the water column to the vegetation below. The sampling rake is thrown at least three times in each AROS, allowing the rake to settle to the bottom with each throw. The rake is carefully drawn up and aquatic plants are identified. Depending on the size of the AROS and the density and distribution of plant species, more rake tosses may be used to assess the plant community. Rake tosses are performed throughout the AROS within differing depth contours, and systematically taken in at least three of four equal quadrants of the AROS. Sonar imaging is also used to detect the presence or absence of vegetation in deeper or less clear waters, which are then confirmed using rake tosses.

Each aquatic plant species is assigned a number based on the observed density. Observations made at each rake toss within an AROS are noted and combined into a single density rating for each species. Observed density is recorded according to the following system:

(1) = **Very Low Density**: The plant species is present on the rake, one or a few plants, less than 2% of the total coverage on the rake
(2) = **Low Density**: Plant species is detected intermittently, equivalent to between 2% and 20% of total coverage on the rake
(3) = **Moderate Density**: Plant species is common throughout AROS, between 21% and 60% of total coverage on the rake
(4) = **Dense:** Plant species totally dominates coverage on the rake, greater than 60% of total rake coverage

Species distribution throughout the AROS is recorded based on the following system using best professional judgement based on years of consistent field staff observation:

(1) = **Scattered Distribution**: Species distribution is scattered throughout AROS, usually as a single plant or as a small clump of plants, 0 – 20% of total AROS
(2) = **Patchy Distribution**: Species is observed throughout 21% – 50% of the total AROS, usually as single plants or clumps of several plants
(3) = **Moderate Distribution**: Species is observed throughout 51% – 80% of the total AROS, usually as patches or clumps of plants

(4) = **Continuous Distribution**: Species is observed throughout 81% – 100% of the total AROS, usually close-to or entirely covering the AROS

Density reflects the nature of the vegetation at each rake toss location while distribution characterizes how widespread those observations are throughout the AROS. "Coverage" is assigned to these observations from Table 2 combining density and distribution values. This table was developed using professional judgement. Coverage represents an estimate of the percentage of total AROS area that is "covered" by each species, supporting a qualitative assessment of the degree of cover (very light, light, moderate, heavy, very heavy).

Figure 1 provides an illustration of density and distribution combinations, including their relation to percent coverage of observed vegetation. These reflect values assigned from Table 2.

Table 2: Assigned coverage values as a function of observed density and distribution (as illustrated in Figure 1).

Density	Distribution			
	1	2	3	4
1	0.0625	0.0625	0.125	0.25
2	0.0625	0.125	0.25	0.25
3	0.125	0.25	0.5	0.5
4	0.125	0.25	1	1

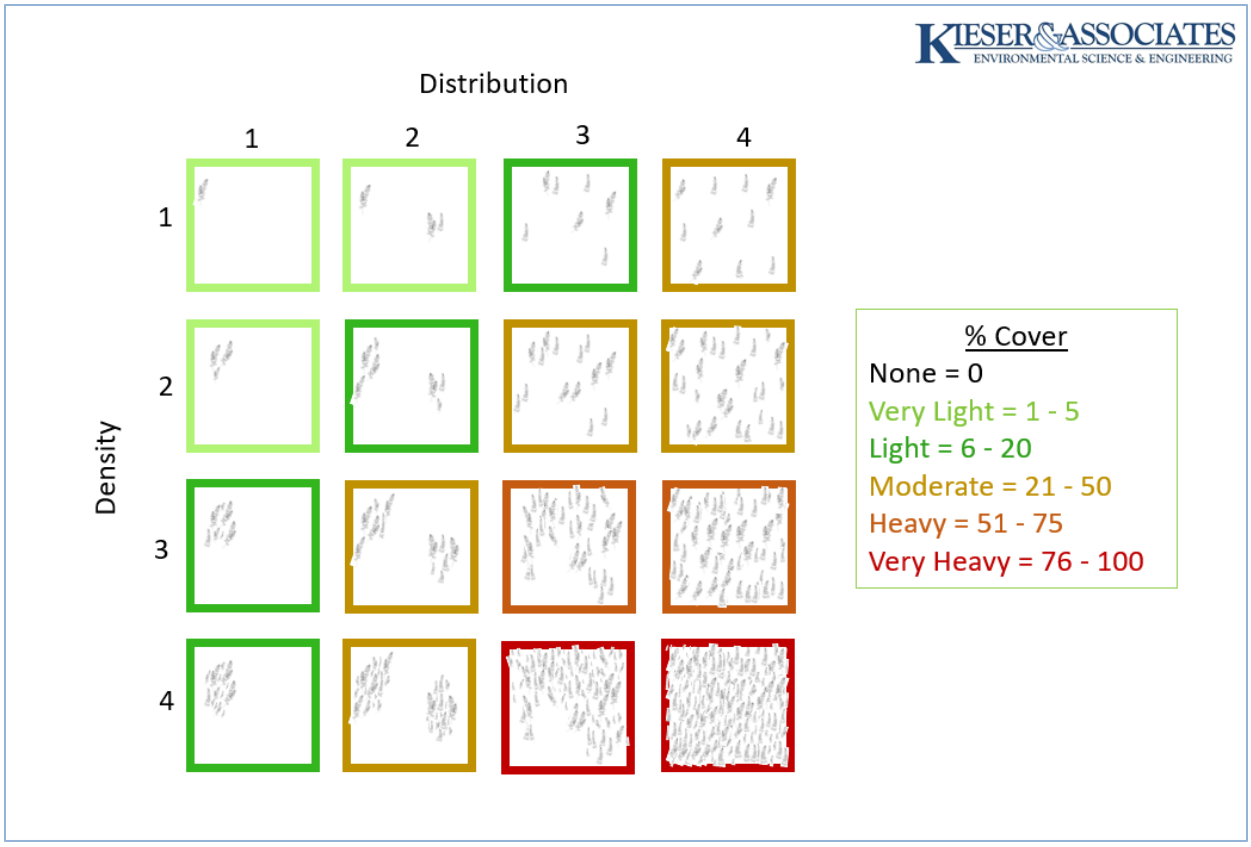


Figure 1 – Density and distribution combinations and their relation to percent coverage of observed vegetation.

The observed phenotype of a species is recorded along with density and distribution. Phenotype is based on the height at which the plant is observed within the water column. Phenotype 1 is assigned to species that are not very tall in the water column and grow close to the benthic zone, or lake bottom. Phenotype 2 is assigned to species growing within and throughout the water column. Phenotype 3 is assigned to species that are observed on or at the surface of the water.

Species are also assigned with a perceived nuisance level (PNL) which is a value ranging from 0 to 3 that incorporates plant species and plant height in the water column with in-field observations of species location within the lake and in-lake structures (e.g., docks, swimming areas, fishing platforms). Before a PNL is assigned, a species is determined to be either an ecological nuisance, a recreational nuisance, or both.

An ecological nuisance is identified as an aquatic invasive species (AIS), or species not native to Michigan that seriously threaten the biodiversity of the indigenous aquatic plant community, ecosystem functions, and overall stability of the lake ecosystem. This can include vascular and non-vascular plants, submerged or emergent, as well as invasive mollusks such as zebra and quagga mussels.

Recreational nuisance is assigned to species that may impair or inhibit boat traffic or swimming ability at the time of the survey. Recreational nuisance can be assigned to both native and invasive/non-native species.

PNL 0 is assigned to indigenous aquatic plant species that do not create a recreational nuisance. PNL 1 indicates ecological nuisance species that do not pose a recreational nuisance. PNL 2 describes indigenous plant species that cause a recreational nuisance condition. PNL 3 indicates ecological nuisance species that also create a recreational nuisance.

1.3 Analysis Methods

Vegetation survey results are passed through a series of analytical algorithms to provide a range of metrics at survey site, lake-wide, and species-specific scales. These metrics are based on both professional judgement and scientific literature as described in this section. Analytics associated with each metric are embodied in the K&A program such that raw data collected in the field is automatically uploaded to a cloud network and processed immediately. QA/QC of collected field data is performed prior to final reporting of metric values.

1.3.1 AROS and Species-specific Metrics

Coverage: This represents the fraction of the lake bottom that is occupied by vegetation. This metric is derived from density and distribution observations (as shown in Table 1). For total coverage at an AROS, observed coverages for each species are summed together for all vegetation observations made within that AROS. Due to the representation of a continuous range by a discrete set of values (established by Table 2), total AROS coverage may potentially exceed a value of 1 (100%). In this case, the value is considered to be 1. For species-specific coverage, all plant coverages are summed together for a given species across all AROS in the lake, and that sum is then divided by the total number of AROS on the lake, yielding a lake-wide mean for that plant.

Coverage is used for displaying species-specific maps to compare species equally, since some species grow only at the water's surface (e.g., waterlily) or only on the lake bottom (e.g., *Chara*).

3D Density: 3D density is a recreational metric that represents the fraction of water volume impacted by vegetation within an AROS. This is not a measure of plant biovolume, which is sometimes equated to biomass, or height of plants in the water column. Rather, this is an estimation of the space occupied by plants in the 3-dimensional area of an AROS. This metric is used for illustrative mapping purposes only. 3D density is calculated by multiplying the coverage value for a single observation by the corresponding observed phenotype (1, 2, or 3), and then dividing by 3. For total 3D Density within an AROS, 3D Densities are summed together for all vegetation observations made at that AROS.

Dominance: This is a species-specific metric that represents the fraction of total plant biomass contributed by that species for the entire lake. Dominance is calculated by dividing the sum of all coverage values for a given species by the sum of all total coverage values for all species.

1.3.2 Lake-wide Metrics

Species Richness: This is simply the total number of vegetation species observed at the lake. A higher species richness number can be indicative of a more diverse environment, but this value does not take into account species dominance or the fact that not all species are desirable.

Shannon Biodiversity Index: This biodiversity index attempts to represent the diversity of a plant community using an algorithm that incorporates species dominance. The value provided for this index is also known as the Expected Number of Species value, which represents the number of species the environment would theoretically support if all species were equally dominant.[3] This is calculated as follows:

$$S_B = e^{[-\sum(d_i \times \log d_i)]}$$

Where:

- S_B = Shannon Biodiversity Index
- d_i = dominance for species *i*

Shannon Morphology Index: This morphology index is similar to the Shannon biodiversity index, but uses morphology dominance values rather than species dominance values. All Michigan aquatic plant species are classified as one of 26 morphology types based on plant structure. A higher morphology index score is indicative of a more diverse structural habitat, which is beneficial to fish and macroinvertebrate species. Morphology dominance values are computed the same way as species dominance values, but with summing coverage values for each morphology type rather than for each species.

Floristic Quality Index: The Floristic Quality Index is a more complex biodiversity index that attempts to account for the environmental benefit (or lack thereof) each species provides. This is in contrast to the Shannon biodiversity index, which weights all species equally. This index has been used for aquatic environments throughout the Midwest.[4] A score of 20 or more is indicative of an ecosystem in good condition. This value is calculated as follows:

[3] Hill, M. O. (1973). Diversity and evenness: a unifying notation and its consequences. Ecology, 54(2), 427-432.

[4] Nichols, S. A. (1999). Floristic quality assessment of Wisconsin lake plant communities with example applications. *Lake and Reservoir Management*, 15(2), 133-141.

$$F = \sqrt{R} \times \sum d_i c_i$$

Where:

- F = Floristic Quality Index
- R = Species Richness
- d_i = dominance for species i
- c_i = conservation value (0 – 10) for species i

Recreational Nuisance Presence: This recreational nuisance metric represents the fraction of the lake that contains vegetation that may inhibit recreational activities. It utilizes professional judgement from survey crews on whether or not an AROS contains nuisance vegetation. AROS that contain dense and tall vegetation may not be considered to be a nuisance if the AROS is considered to be in a location unlikely to see recreational activity. The metric is a fractional value calculated by dividing the number of AROS with identified nuisance vegetation by the total number of AROS.

Algal Bloom Risk: Algal bloom risk is a subjective analysis developed by K&A for use with inland lakes in the Midwest. This metric provides a risk score of "low", "medium", or "high" based on a simplified watershed analysis. Risk increases based on the amount of agricultural and urban land within the watershed, as well as whether the ratio of annual inflow volume exceeds the lake volume (leaving the lake susceptible to high phosphorus loads during storm events).

ATTACHMENT B

K&A Qualifications for the Cedar Lake including Field Equipment – Lake Manager RFQ



OVERVIEW

Kieser & Associates, LLC (K&A) is an environmental science and engineering firm located in Kalamazoo, Michigan. We offer environmental consulting, planning, monitoring, management and engineering services to lake associations, watershed districts, lake boards, municipalities, county governments, colleges and universities, state and federal agencies, and non-governmental organizations. Since 1992, lake and watershed management efforts have focused on aquatic plant management, water quality monitoring and data analysis, project management, stakeholder facilitation, engineering design and bidding, grant-writing, budgeting, modeling, innovative lake management research, and best management practice design/implementation in a variety of aquatic settings. These have included applications from ponds to large lakes and watersheds, from the Midwest to an international scale.

Our philosophy emphasizes the sustainable application of innovative, professional, and cost-effective lake, wetland, and watershed solutions. This involves striking a balance between environmental improvements and economic realities as we successfully partner with a variety of stakeholders.

K&A staff offer multi-disciplinary expertise in water and natural resource management, environmental engineering, ecological restoration, nonpoint source assessment, and water policy. Our team of professionals ensures that clients receive timely, expert responses and personal attention. Our staff hold a variety of qualifications, degrees, professional affiliations, certifications, and real-world experiences that provide expertise covering a wide range of lake, wetland, and watershed management needs.

Lakes/Streams/Watersheds

- Aquatic Invasive Species Control
- Aquatic Plant Surveys
- Biocontrols for Invasive Species
- Herbicide/Algaecide Specifications
- Mechanical Harvester Specs/Bidding
- DASH for AIS
- Manual Removal of AIS
- Lake & Watershed Management Plans
- Water Quality Studies
- Innovative Water Quality Monitoring
- Watershed Modeling
- Streambank Bioengineering
- Benthic Barriers
- Wetland Delineation
- Stream Habitat Restoration
- Lake Level Management
- Bathymetric Mapping
- 3rd Party Laminar Flow Aeration Monitoring
- Grant-Writing Assistance
- Innovative Research Applications

Environmental Engineering/Consulting

- Agricultural BMPs
- Stormwater Treatment & Control Measures
- Engineering Design & Bid Specifications
- Septic System Management
- Sediment, Soil & Groundwater Sampling
- Dredging Specifications

Our Experience

K&A has been providing consulting and management services for aquatic vegetation, sediment, fisheries, lake and watershed management to lake clients for over 30 years, and particularly in Michigan and the Great Lakes Region. From benthic barriers in riparian littoral zones for large-scale public beach applications (2020-2021, City of Portage, MI) to large-scale mechanical duckweed capture on Wisconsin's deepest inland lake (2021-2022, Big Green Lake – Green Lake Association), K&A seeks both traditional and innovative applications for aquatic plant management.

To perform these services on inland lakes, K&A uses a 14-ft Princecraft boat equipped with a 9.9 HP Yamaha 4-stroke outboard that is trailered by 2018 or 2019 Ford 150 pickups owned and maintained by K&A. A Humminbird Side-scan Solix 10 recording graph unit with GPS locating equipment is operated continuously during surveys. Field staff each use Apple iPad Pros for recording field observations by established AROS. These are updated instantly to the Cloud network via cellular service connections.

We highlight here, three relevant K&A projects to showcase our expertise as it would apply to Cedar Lake management and RFQ required skills. Each of these three Michigan example projects established representative goals for identified problems based on sound science and relevant data collection with LakeScan™ assessments, and are now in the process of moving towards, or maintaining achieved objectives.

Relevant Projects



Our overall lake management philosophy is reflected in our recent 3-year contract with the state of Michigan on Fort Custer Recreational Area Lakes (FCRA--Battle Creek, MI) from 2018-2021. K&A was competitively selected by the state scoring 97 out of 100 on our proposal with the next closest Michigan competitor scoring only 72. The project was based on our proposed combination of traditional herbicide treatments, biocontrols for aquatic invasive species and advanced analytics for aquatic habitat assessment using LakeScan™ in these popular state lakes. After three years of management and monitoring, our statistical analyses of LakeScan data demonstrated wildly successful EWM herbicide control, limited value for EWM biocontrols, and quantifiable improvements in fish habitat and recreational use. Biocontrols for purple loosestrife were also successfully deployed by K&A during the course of this project.

Extensive growths of EWM mapped in 2018 wholly overwhelmed a littoral zone with otherwise 55 acres of ideal fisheries habitat with extensive coarse woody debris. After three years of management, EWM coverage went from >50% coverage to less than 5% resulting in the recovery of 45 acres of optimal fisheries habitat. Dr. Pullman, then of Aquest, was a key project partner defining specific chemical applications and biological adjuvants for the three lakes in the FRCA.

Project Contact:

Jay Wesley
Lake Michigan Basin Coordinator, Fisheries Division
Michigan Department of Natural Resources
(616) 490-5090
WesleyJ@michigan.gov
Project Costs: $340,000 (total)
Project Duration: 2018 – 2022



For Eagle Lake Paw Paw (ELPP--Van Buren County. MI), K&A's now ten years of service to the ELPP Association is bringing not only our lake assessment and vegetation management skills to lake riparians, but also innovations to a much wider community by addressing, for example, septic system discharges through establishment of natural shorelines. K&A continues the successful use of the milfoil weevils for controlling EWM in this setting, as well as recently initiated diver-assisted manual removal efforts of new starry stonewort infestations by K&A staff.

Project Contact:
Dr. Charles Cubbage, former Chair
Eagle Lake Paw Paw Association
269-657-2122
charles.cubbage@comcast.net
(See, for example: http://midwestglaciallakes.org/2019/04/15/project-spotlight-mitigating-septic-dischargewith-riparian-vegetation/)
Project Costs: $80,000
Project Duration: 2015 - present

In 2019, K&A was retained by the Hiland Lake Improvement Board (Livingston County) to develop an improvement feasibility study[5] to serve as the basis for their first five-year Special Assessment District (SAD). This stemmed from 2016 LakeScan surveys of this lake by K&A with the support of Aquest. The feasibility report addressed all the requested elements for a 5-year SAD. It also provided all supporting data in appendices so that regardless of what consultant would support future lake management efforts, there would be no question as to how recommendations were derived. An objective critique of activities to date illustrated what was working and what was not; a range of alternatives were then considered for addressing lake improvement needs with costs, and; specifically recommended strategies that should be implemented. The Improvement Board fully-supported K&A recommendations to include innovative AIS controls for starry stonewort using at-scale DASH removal.

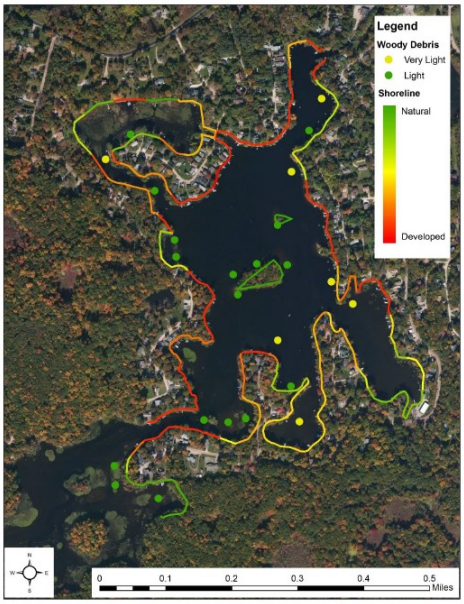


Figure 24. Hiland Lake nearshore woody debris analysis results map.

A 2.5-acre pilot, the largest of its kind in Michigan, was designed, permitted, overseen and monitored by K&A in 2021. DASH removal by a Wisconsin contractor was deemed wildly successful, removing more than 99% of the existing starry biomass, along with intermixed EWM. Post-DASH monitoring in the spring of 2022 showed some signs of starry re-growth despite innovative Phoslock applications to suppress available phosphorus at the sediment water interface. Despite delayed re-growth compared to other untreated areas, DASH removal costs proved far more expensive than algaecide and mechanical harvester removal to maintain recreationally acceptable conditions. Notably, no recurrent growth of EMW was observed in 2022 LakeScan surveys of the DASH pilot area. Default harvesting and chemical treatments have since been fully overseen and monitored by K&A as more cost-effective controls.

Project Contact:
Mitch Dempsey
Livingston County Drain Office/HLIB
Phone: 517-546-0040 Ext: 6910
MDempsey@livgov.com
Project Costs: $70,000 (total)
Project Duration: 2019 - Present

[5] See: https://www.livgov.com/drain/Documents/Lakes/Hiland%20Lake/Hiland_Lake_Feasibility_Study_2020.pdf

ATTACHMENT C

K&A Resumes for Senior Consultants Supporting the Cedar Lake Manager RFQ

Doug Pullman, Ph.D., Curriculum Vitae

- Senior Ecological Adviser, K&A
- Proposed Cedar Lake Project Manager

Mark S. Kieser, Resume

- Senior Scientist/Principal, K&A
- Proposed Project Director for Cedar Lake

Mike Foster, Resume

- Environmental Engineer, K&A
- Proposed Technical Manager for Cedar Lake

CURRICULUM VITAE



G. DOUGLAS PULLMAN, PH.D.
SENIOR ECOLOGICAL ADVISER
Kieser & Associates, LLC

AREAS OF EXPERTISE: Aquatic Invasive Species Assessment and Control, Ecological Assessment of Aquatic Plant Communities, Herbicide Product Use Development, Formulations Development, Aquatic Pesticide Application Engineering, Lake Management, Ecological Metrics Development and Application

EDUCATION:

Ph.D. Michigan State University 1984 -1987
Dissertation Title: The characteristics of several benthic barriers for the control of hydrophyte growth.
Major: Limnology with an emphasis on aquatic vegetation management.

Central Michigan University 1983
Earned graduate level credits in ecology and natural resources management

M.S. Michigan State University 1976 -1980
Thesis Title: The effects of dredging and piscicide application on the aesthetic character of an artificial pond system.
Major: Limnology with emphasis in aquatic ecosystems management.

University of Minnesota 1975
Earned graduate level credits in aquatic ecology and taxonomy at the Lake Itasca Biology Station, Lake Itasca, Minnesota.

A.B. Indiana University, Bloomington 1973 -1975
Major: Zoology
Senior Project: The water chemistry of two streams near their confluence.

DePauw University 1971 -1973
Biology undergraduate.

PROFESSIONAL BACKGROUND:

- April 1991 to 2023: President, Aquest Corporation, Flint, MI. Primary Responsibilities: Director of technical services, lake studies, and lake vegetation management planning, solicitation and implementation of grants and contracts for aquatic ecosystems management research and evaluation, product development and market research, technical services for lake managers and lake management authorities.

- February 2020 to October 2020: Senior Scientist, Sigura Applied Biochemists, Alpharetta, GA. Product use development, formulations development, aquatic pesticide application engineering, regulatory support, business support, mesocosm and laboratory management, competitive product assessment, technical communications.
- October 2018 to January 2020: Senior Scientist, Lonza Applied Biochemists, Alpharetta, GA. Product development, mesocosm and laboratory management, competitive product assessment, technical communications.
- January 1988 to April 1991: Director of Research and Technical Services, Cygnet Enterprises, Inc., Linden MI. Communications, new product development, lake assessments.
- January 1980 to December 1987: Aquatic Biologist, The Dow Gardens (an agency of the Herbert H. and Grace A. Dow Foundation), Midland, MI; adjunct faculty member, graduate student supervisor Central Michigan University.

SELECTED WATER RESOURCES MANAGEMENT EXPERIENCE:

LakeScan™ Lake Assessments in Michigan (including lake area in acres)

- Cedar Lake: 2002 - 2022 (>500 acres)
- Barnes Lake: 1993 – 2017 (100-500 acres)
- Bass Lake: 2006 – present. (>500 acres)
- Houghton (Harrison Twp): 1998 -2003. (>500 acres)
- Huron Clinton Metro Authority (Kent and Stony): 1999 – 2016. Both (>500 acres)
- Joslin: 2007 – 2016 (100-500 acres)
- Lobdell: 1988 – present. (>500 acres)
- Lower Huron Chain of Lakes: 2016 – 2018. Multiple (>500 acres)
- Tamarack Lake: 1999 – present (100-500 acres)
- Lower Straits: 1988 – 2022 (100-500 acres)
- Big Lake: 2002 – 2023 (100-500 acres)
- Pleasant Lake: 2017 – 2023 (100-500 acres)
- Whitmore Lake: 2003 – 2023 (>500 acres)
- North Lake: 2006 – 2030 (100-500 acres)
- Shinanguag: 1990 – 2005, 2011 – 2020 (100-500 acres)
- Tipsico Lake:1991 – 2023 (100-500 acres)
- Pine Lake: 1995, 2010 – 2021 (100-500 acres)
- Gull Lake: 2014 – 2015 (>500 acres)
- Fort Custer Recreational Area Lakes: 2018-2021 (100-500 acres)

OTHER EXPERIENCE:

- Level I and II Graduate Research Assistant, Michigan State University, Lake Lansing and Skinner Lake, EPA Clean Lakes Program Grants, 1976-1980. Program Manager, Michigan State University, Dow Foundation grant, 1978-1980. Substitute teacher, Warsaw Comm. Schools, (Indiana), 1976.

PROFESSIONAL ASSOCIATION MEMBERSHIP & PARTICIPATION:

- Aquatic Plant Management Society, North American Lake Management Society, Midwest
- Aquatic Plant Management Society, Michigan Aquatic Managers Association, Michigan

- Chapter of the North American Lake Management Society, Florida Aquatic Plant Management Society
- Minnesota Lakes Association
- Illinois Lake Management Association
- Indiana Lake Management Association

PROFESSIONAL ASSOCIATION CONTRIBUTIONS AND PARTICIPATION:

Science Advisor, Michigan Aquatic Managers Assoc., 2019 to Present
Vice President, Michigan Aquatic Managers Assoc., 2003 to 2019
Publisher, Northern Lakes Manager Newsletter (MAPMS), 1997 to 2000.
Chairman, Midwest Aquatic Plant Management Society Past Presidents Committee, 1992.
Awards Committee Chairman, Michigan Chapter of NALMS, 1991 to 1992
President, Midwest Aquatic Plant Management Society, 1990 - 1991.
Moderator for the First Annual MAPMS, Lake Association Leaders Workshop, 1991
Member, Local Arrangements Committee, Aquatic Plant Management Society, 1991
Director, Aquatic Plant Management Society, 1988 - 1991.
Program Chairman, Midwest Aquatic Plant Management Society, 1989 - 1990.
Publicity Chairman, Aquatic Plant Management Society, 1986 to 1991.
Editor of the Midwest Aquatic Plant Management Society Newsletter, 1984 - 1989.
Member, Awards Committee, North American Lake Management Society, 1987 - 1990.
Director, Midwest Aquatic Plant Management Society, 1983.
Co-Host, and local arrangements chairman for the Fall 1982 meeting of the Midwest Aquatic Plant Management Society.

ADDITIONAL QUALIFICATIONS:

- Co-development of more stable and less costly chelated copper algaecide algaecides / cyanobacteriacides.
- Business and technical development of microbial adjuvant for enhanced uptake of aquatic pesticides.
- Business and technical development of microbial adjuvant for enhanced rate of target plant decomposition.
- Regulatory and technical support for new application and registration of copper for agriculture use.
- Co-Author and legislative committee member for Michigan Invasive Species Bills (several), signed July, 2005.
- Co-Author and legislative committee member for Michigan HB 4729 & HB 4730, signed August, 2004.
- Co-Founder and active participant in the South Eastern Michigan Aquatic Resources Stewardship Program with MSU Extension Service and regional watershed groups, 2000 to present.
- Certified aquatic herbicide and experimental aquatic herbicide applicator, Michigan, 1980-1991.

Dow Corning marketing and development team member and co-author of marketing studies (planned innovation method).

- Primary technical service and development responsibilities for Dow Corning Bottom Line benthic barrier.
- Environmental compliance (SARA Title III) and pesticide label registration (Cygnet Select) manager for Cygnet Enterprises, Inc.

- Development team member for Cygnet Select aquatic herbicide.
- Expert in industry/State agency negotiations (many States).
- Consultant, Technical Representative or Marketing or Development Team Member for:
    - Nufarm / Applied Biochemists, Development of auxin herbicide biological combos and comparisons.
    - Applied Biochemists, Development of carfentrazone herbicide and algaecide combinations
    - Applied Biochemists, Development of Harpoon Granular as a control strategy for Wild Celery.
    - Applied Biochemists (novel treatments for nuisance blue green algae blooms), 2006 to present.
    - Syngenta (Diquat Accugel) 2004 to 2006
    - Griffin L.L.C. (Avast) 2001 to 2004 (company sold)
    - SePRO Corporation (Sonar, Nautique) 1994 to 1995
    - Cygnet Enterprises, Inc. (2,4-D aquatic herbicides and other products), 1991 to present
    - DowElanco (Sonar & Renovate aquatic herbicides), 1991 to 1994
    - Dow Corning Corporation (Bottom Line benthic barrier & other products), 1984 to 1989
    - Dow Chemical Company (Triclopyr aquatic herbicide), 1986
    - DuPont Chemical Company (Mariner aquatic herbicide), 1990
    - EcoScience Corporation (Aqua-Fyte myco-herbicide), 1991
    - Riverdale Chemical Company (Cygnet Select), 1989
    - Rhone Poulenc Ag Products Company (Aquakleen aquatic herbicide), 1988 to 1992
    - Rochester Midland Corporation (various nutrient inactivants), 1988 to 1990.

DISCOVERIES, PATENT INVENTIONS & TECHNOLOGY ADVANCEMENTS:

2010 to Present: Development of an indirect method to suppress potentially toxic blue green algae populations with extremely low rate or targeted applications of algaecides.

2008 to Present: Discovery of novel herbicide and algaecide combinations for the effective management of herbicide resistant or tolerant milfoil populations with combinations of registered herbicides and algaecides.

2007 to Present: Discovery of strategic herbicide tolerance mechanisms and management in aquatic plants. Collaborators: Dr. Ann Sturtevant, U of M - Flint; Dr. Jerry Sanders, U of M - Flint, Bill Ratajczyk, Applied Biochemists; Jeff Knox, Aquatic Services; and Gary Crawford, SEAS, LLC.

2006 to Present: Development of LakeScan™ monitoring and evaluation methods for lakes, ponds, and reservoirs.

2020 Development of improved application devices (venturi) for the application of both granular and liquid aquatic control agents.

2020 Co-development of improved chelated copper formulations for better stability

2007 Discovery of public health water sample contamination sources and mechanisms at swimming beaches. Collaborator: Dr. Jerry Sanders, U of M - Flint,

2007 Discovery of the exotic, invasive, blue-green alga, Cylindrospermopsis, in a southeastern Michigan inland lake. Collaborator: Steve Zelinski, Aqua Weed Control, Inc.

2007	Discovery of Red Ludwigia in an inland Michigan lake. Collaborator: Steve Zelinski, Aqua Weed Control, Inc.
2006	Discovery of starry stonewort in inland Michigan Lakes and consequences of invasion. Collaborator: Gary Crawford, SEAS, LLC.
2003	Co-discovery of hybrid water milfoil in Michigan. Collaborator: Dr. Don Les, U of Conn.
1999	Development of DrainScan stormwater monitoring methodology. Collaborator: Gary Crawford, SEAS, LLC.
1991	Development of Autumnal Fluridone Application Strategy for the control of Eurasian watermilfoil and curly leaf pondweed.
1990	Co-Development of the Early Season, Low-Dose Fluridone Application Rate Strategy for the management of Eurasian watermilfoil and curly leaf pondweed. Collaborator: Gary Johnson, Elanco Specialty Products.
1989	Development of acrylic polymers for the clarification of water in a water park system. Collaborator: Joe Otraholek, independent consultant.
1989	Discovery of the importance of herbicide availence as a factor in the efficacy of 2,4-D applications. Collaborator: Jim Champion, Champion Chemical, Inc.
1986	U.S. Patent Award: Elias, M.G. and G.D. Pullman (Dow Corning Corp., Midland, MI, and The Dow Gardens, Midland, MI respectively) 1984. Method of controlling aquatic plant growth with silicone rubber benthic barriers. U.S. Patent #4577996, issued March 25, 1986.

RESEARCH GRANTS & AWARDS:

(as principal or co-principal investigator)

YEAR	INVESTIGATION TITLE	GRANTING AGENCY
2011	Harpoon Granular as a Control for Wild Celery	Lonza
2010	Indirect Methods of PTOX Algae Control	Applied Biochemists
2008	E. coli Concentrations in Beach Sand	HCMA
2007	E. coli Concentrations in Beach Sand	HCMA
2006	E. coli Concentrations in Beach Sand	HCMA
2005	Herbicide Tolerant Aquatic Plant Genotypes	Ressearch Excellence in MI
2005	Beach Sand Bacteria	HCMA
2004	Bacterial Breakdown of Fluridone	Ressearch Excellence in MI
2002	E. coli Concentrations in Beach Sand	HCMA
2000	E. coli Concentrations in Beach Sand	HCMA
1999	E. coli Concentrations in Beach Sand	HCMA
1997	Bacteria Concentrations in Off Shore Water Near Metro Beach	US Army Engineers
1996	A Survey of the Off-Shore Submersed Flora Near Metro Beach	HCMA
1993	EWM/Sonar Annotated Bibliography	DowElanco
1993	EWM Management in Michigan	MAPMS
1993	The Use of Sonar for Selective Plant Management	Dow Elanco
1991	Riparian Leaders Handbook	MAPMS
1990	Eurasian Watermilfoil Fungus	EcoScience Laboratories
1990	Selective Management of Eurasian Water-milfoil and Curly Leaf Pondweed with Sonar	DowElanco
1990	Mariner Efficacy Testing	DuPont

1988	Various Characteristics of Benthic Barriers	Dow Corning Corp.
1987	Buoyant Potential of Silicone Benthic Barriers	Dow Corning Corp.
1986	Eurasian Watermilfoil and 2,4-D: A Literature Review (booklet).	A.P.N.C., Inc.
1985	Simultaneous cation-anion analysis on HPLC.	Dow Chemical Co.
1985	The biomanipulation of a softwater pond.	H. & B. DowFoundation
1984	Gas and ion diffusion through various benthic barrier materials.	Dow Corning Corp.
1984	Equipment Grant	Dow Corning Foundation
1984	Temperature effects of Aquashade on water lily pools.	Aquashade Corp.
1984	Waterside Landscaping (booklet).	A.N.P.C., Inc.
1984	Simultaneous cation-anion analysis on HPLC.	Dow Chemical Co.

PUBLICATIONS:

Pullman, G.D. and G. Crawford (2010). Starry Stonewort in Michigan: Lake Line, North American Lake Management Society Publication. Summer, 2010, pp. 36-42.

Ann P. Sturtevant[1], N. Hatley[1], R. Sheick[1], D. Shorez[1], A. Bordine[1], R. Mausolf[1], A. Lewis[1], R. Sutter[1], and A. Mortimer[1] (2009) Molecular Characterization of Eurasian Watermilfoil, Northern Milfoil and the Invasive Interspecific Hybrid in Michigan Lakes. JAPMS, 47:128-135

Sanders, J.D. and G.D. Pullman. 2008. A Report of Findings: An Investigation of Bacteria in the Sand and Lake Water at the Swimming Beach at Metro Beach Metropark, Macomb Co., MI. A report submitted to the Huron Clinton Metropolitan Park Authority. 12 pages.

Sanders, J.D. and G.D. Pullman. 2007. A Report of Findings: An Investigation of Bacteria in the Sand and Lake Water at the Swimming Beach at Metro Beach Metropark, Macomb Co., MI. A report submitted to the Huron Clinton Metropolitan Park Authority. 8 pages.

Sanders, J.D. and G.D. Pullman. 2006. A Report of Findings: An Investigation of Bacteria in the Sand and Lake Water at the Swimming Beach at Metro Beach Metropark, Macomb Co., MI. A report submitted to the Huron Clinton Metropolitan Park Authority. 38 pages.

Pullman, G.D. 2000. Pond Management: Taming the Beast. Michigan State University Cooperative Extension Handout.

Pullman, G.D. 1999. Aquatic Plant Management With and Without Herbicides. Proceedings of the 70th Annual Michigan Turf Grass Conference. Lansing Michigan.

Smith, C.S. and G.D. Pullman. 1997. Experiences Using Sonar A.S. Aquatic Herbicide in Michigan. Lake and Reservoir Management. 13(4):338-346.

Pullman, G.D. 1993. Midwest Aquatic Plant Management Society, Aquatic Vegetation Management Guidance Manual, Version 1.1. Midwest Aquatic Plant Management Society, Issues in Aquatic Vegetation Management Series. 48pp.

Pullman, G.D. 1993. The Management of Eurasian watermilfoil in Michigan. Midwest Aquatic Plant Management Society, Issues in Aquatic Vegetation Management Series. 36pp.

Pullman, G.D. 1991. Cancer, Dogs, and 2,4-D. A position statement in the Issues in Aquatic Vegetation Management Series, The Midwest Aquatic Plant Management Society.

Pullman, G.D. (1991). Harvesting vs. Herbicides is the Dialog Constructive. A position statement in the Issues in Aquatic Vegetation Management Series, The Midwest Aquatic Plant Management Society.

Pullman, G.D. (accepted for publication). An evaluation of benthic barrier characteristics. J. Aquat. Plant Manage.

Pullman, G.D. 1991. Lake Association Leaders Workshop Manual. Midwest Aquatic Plant Management Society.

Pullman, G.D. 1990. Benthic barriers tested: Evaluation of products now on the market. Lake Line, 10(4):4&8.

Pullman, G.D. 1989. Plants for the Waterside Landscape. The Landsculptor, a Publication of the Metro Detroit Area Landscape Association. August, 1989.

Pullman, G.D. 1989. The Waterside Landscape. Lake Line, the North American Lake Management Society Newsletter. 9(3):2.

Pullman, G.D. 1989. Proper Waterside Landscaping. The Landsculptor, a Publication of the Metro Detroit Area Landscape Association. July 1989, pp. 54-55.

Pullman, G.D. (editor) 1986-1989. (editorials, book reviews, regulatory updates, etc.) Northern Lakes Manager. Volumes 5-9.

Plott, J.E. and G.D. Pullman. 1988. New Concepts in Benthic Screens for Aquatic Plant Control. Proceedings, 22nd Annual Meeting, Aquatic Plant Control Research Program, 16-19 November 1987, Portland, Oregon. USAEWES Environmental Laboratory, Misc. Paper A-88-5. pp. 18-24.

Pullman, G.D. 1987. The Evaluation of the Ideal Characteristics of Several Benthic Barriers. A report to the Dow Corning Corporation.

Plott, J.E., S. Pastein, and G.D. Pullman. 1987. Benthic Barriers for Aquatic Plant Management: Exploratory Phase Report. Opportunity Analysis Idea #482. Dow Corning Corporation, Midland, MI. 64 pp.

Pullman, G.D. 1986. The Impact of SonarTM on an Ornamental Pond and Irrigated Watershed. Operational Research Study Report for Elanco Products Div., Eli Lily Corporation, Indianapolis, IN. 21 pp. with 72 - 35mm slides.

Pullman, G.D. 1986. Eurasian Watermilfoil and 2,4-D: A Literature Review. Aquatic Nuisance Plant Control, Inc. Publication, Linden, MI. 54 pp.

Pullman, G.D. 1984. Fanwort--beauty is in the eye of the beholder. Midwest Aquatic Plant Management Society Newsletter 5(1):5-7.

Pullman, G.D. 1984. The Waterside Landscape. Dow Gardens Publication 8pp.

Pullman, G.D. and R.C. Hiltibran. 1983. 2,4-D and Eurasian Watermilfoil. Midwest Aquatic Plant Management Society Newsletter. 4(1):8-9.

Pullman, G.D. 1983. Plant selection for temperate water and watersides: A natural perspective. Weeds, Trees, and Turf. 22(12):22-24.

Pullman, G.D. 1982. Aquatics at The Dow Gardens. The Michigan Riparian. May 1982.

Pullman, G.D. 1982. *Elodea*--a natural history. The newsletter of the Midwest Aquatic Plant Management Society. 3(1):6-7.

Pullman, G.D. 1982. *Myriophyllum spicatum* -- a natural history. The Newsletter of the Midwest Aquatic Plant Management Society. 3(1):6-7.

Pullman, G.D. and J.R. Craig. 1981. Lining pond bottoms aids weed control. Weeds, Trees, and Turf. 20(6):32-40.

Pullman, G.D., T.R. Batterson, and C.D. McNabb. 1977. A bibliography of recent publications on aquatic vascular plants. *IN*: Current and Selected Bibliographies on Benthic Biology, North American Benthological Society, Columbia, Missouri.
pp 25-32.

PAPERS/PRESENTATIONS:

2019 The Critical Role of Chemical and Biological Adjuvants in Aquatic Plant Management, Texas APMS, North American Lake Management Society, Midwest Aquatic Plant Management Society annual conferenes.

2016 (Invited Speaker) A Workshop on the Impacts, Management, and Cultural Consequences of Starry Stonewort Invasions. Northeast Aquatic Plant Management Society, Saratoga, NY.

2015 The Aufwuchs Factor and Aquatic Plant Management (Poster) Midwest Aquatic Plant Management Society, Chicago, IL

2015 Starry stonewort impacts and management. Michigan Lakes and Streams Association. Crystal Mountain, Michigan.

2014 What are the important measures of lake management success. Midwest Aquatic Plant Management Society and Michigan Lakes and Streams Association

2013 Issues related to herbicide tolerance in aquatic weeds. Midwest Aquatic Plant Management Society. Cleveland, OH.

2011 An Indirect Method for the Suppression of PTOX Cyanobacteria. Midwest Aquatic Plant Management Society. Milwaukee, WI.

2010 A Comparison of 17 Michigan Lakes by Means LakeScan™ Metrics: A New Set of Analysis Tools for Lake Monitoring, Evaluation and Management. Midwest Aquatic Plant Management Society. Grand Rapids, MI

2009 Aquatic Plant Identification Short Course, State of Indiana Certification Program, West Lafayette, IN

2008 A Presentation to the Administrative Hearing Judge Regarding New Aquatic Plant Management Rules Submitted for Consideration by the Minnesota State Legislature. St. Paul, MN

2008 Why Are We Here? Protecting Aquatic Resources in the Midwest, Midwest Aquatic Plant Management Society, Sandusky, OH

2008 Beach Bacteria: A Recent History of Investigation at Metro Beach, Lake St. Clair, MI State of Michigan and Michigan Aquatic Managers Association Certification Program, Lansing, MI.

2007 Herbicide Tolerance, an Emerging Problem in the Midwest, Midwest Aquatic Plant Management Society, Grand Rapids, MI

2006 Aquatic Plant Identification - What's Important, State of Indiana Certification Program, West Lafayette, IN

2006 Aquatic Plant Identification - What's Important. Midwest Aquatic Plant Management Society, Grand Rapids, MI

2005 Aquatic Plant Management Workshop, State of Connecticut, New Haven, CT.

2005 Aquatic Plant Identification - What's Important. Midwest Aquatic Plant Management Society, Indianapolis, IN

2005 Aquatic Plant Management Update, Midwest Aquatic Plant Management Society, Indianapolis, IN

2004 Aquatic Plant Management Workshop, State of Indiana. West Layfayette, IN

2004 Aquatic Plant Management Update, Midwest Aquatic Plant Management Society, Columbus, OH

2003 Aquatic Plant Management Workshop, State of Connecticut, New Haven, CT.

2002 Plenary Address. Lake Management, Focusing on the Problem. New England Chapter of the North American Lake Management Society. Springfield MA.

2003 (Invited Speaker) A History of Fluridone Use and Emerging Problems. Northeastern Chapter of the Aquatic Plant Management Society.

2002 (Invited Speaker). Emerging Problems in Lake Management. New York State Federation of Lake Associations. Eagle Lake Resort, New York.

2002 (Invited Speaker). Aquatic Plant Control, Gaining a Proper Perspective. Michigan Green Industry Annual Conference, Novi, MI.

2001 Southeastern Michigan Aquatic Resources Stewardship Program. Co-developer. (in planning)

2000 Pond Management Seminar. Michigan State University Tollgate Education Center. Novi, MI

2000 Aquatic Plant Management With and Without Herbicides. 70th Annual Michigan Turfgrass Conference. Lansing, MI and alternating years to present.

1997 Disturbance: A New Paradigm for Lake Management. North American Lake Management Society Annual Conference. Minneapolis, MN

1993 An Overview of the Biology and Management of Eurasian Watermilfoil. Eurasian Watermilfoil in Northeastern Lakes: A Call to Action. Lake George, NY.

1993 Lake Association Leaders Workshop. Eurasian Watermilfoil in Northeastern Lakes: A Call to Action. Lake George, NY.

1993 (Invited Speaker) Lake Vegetation Management Planning. Illinois Lake Management Society Annual Conference. St. Charles, IL.

1993 (Invited Speaker) When is it Appropriate to Use Aquatic Herbicides: A Debate. Wisconsin Lakes Conference. Stevens Point, WI.

1993 Lake Association Leaders Workshop. Joint Meeting of the Midwest Aquatic Plant Management Society and the Ohio Lake Management Society. Huron, OH.

1993 A Review of the Use of Sonar in Michigan in 1992. Joint Meeting of the Midwest Aquatic Plant Management Society and the Ohio Lake Management Society. Huron, OH.

1993 Key Points of the Lake Association Leaders Workshop. Joint Meeting of the Midwest Aquatic Plant Management Society and the Ohio Lake Management Society. Huron, OH.

1991 (Invited Speaker) Aquatic Herbicides and Lake Management. Minnesota lake Management Conference. Minneapolis, MN.

1992 (Invited Speaker) Aquatic Weed Control in Lagoons. Michigan Water Pollution Control Federation. Grand Rapids, MI.

1992 Basic Limnological Analyses and Interpretation for Aquatic Herbicide Applicators. For Cygnet Enterprises, Inc., Milwaukee, WI.

1992 Advances in the Use of Sonar for Eurasian Watermilfoil Management. Midwest Aquatic Plant Management Society 12th Annual Meeting. Milwaukee, WI.

1992 (Symposium Organizer and Speaker) A Mini-Symposium: The Management of Eurasian Water milfoil with Selective Agents. Freshwater Foundation at Spring Hill Center, Wayzata, MN.

1991 The Restoration of Native Lake Floras with Sonar. North American Lake Management Society. Denver Tech. Ctr., Denver, CO.

1991 (Invited Speaker) Eurasian Watermilfoil Management in Michigan. Minnesota lake Management Conference. Alexandria, MN.

1991 (Invited Speaker) Workshop for Aquatic Herbicide Applicators. CT Dept. of Environ. Protection. New Haven, CT.

1991 (Invited Speaker) Limnology and Lake Management. Regional Meeting of Lake Associations, Fenton MI.]

1991 (Invited Speaker) Eurasian Watermilfoil in Michigan and Its Management. North American Lake Management Society, Michigan Chapter, 24 March 1991, E. Lansing, MI.

1991 The Management of Exotic Plant Species in Lake Shinanguag. 18 March 1991. Midwest Aquatic Plant Management Society, E. Lansing, MI.

1991 Lake Management Limnology. 16 March 1991. Lake Association Leaders Workshop, Midwest Aquatic Plant Management Society, E. Lansing, MI.

1991 Lake Vegetation Management and Risk. 16 March 1991. Lake Association Leaders Workshop, Midwest Aquatic Plant Management Society, E. Lansing, MI.

1990 (Invited Speaker) Aquatic Plant Management. North American Lake Management Society, Citizen's Workshop. 10 November 1990. Springfield, MA.

1990 (Invited Speaker) Benthic Barriers. Aquatic Plant Management Short Course. 19-21 June 1990. University of Florida, Institute of Food and Agricultural Sciences, Gainesville, FL.

1990 (Invited Panelist) Workshop on the Management of Eurasian Watermilfoil in Northern Latitudes. Sponsored by the Freshwater Foundation and Minnesota Department of Natural Resources. 27 February 1990 to 01 March 1990. Minneapolis Minnesota.

1989 Recent Studies of the Efficacy of Benthic Barriers, Buoyant Potential and Root and Vegetal Penetration. 1989 Meeting of the North American Lake Management Society, Austin, TX.

1989 (Invited Speaker) Benthic Barriers: More than a Simple Cover-Up. 1989 Michigan Lake Management Society Meeting, Higgins Lake, MI.

1989 Recent Studies of the Efficacy of Benthic Barriers for Aquatic Plant Control. 1989 Annual Meeting of the Aquatic Plant Management Society, Scottsdale, AZ.

1988 The Potential Contamination of Near-Shore Aquifers by Aquatic Herbicides. 1988 Annual Meeting of the Aquatic Plant Management Society, New Orleans, LA.

1988 2,4-D Update. 1988 Annual Meeting of the Midwest Aquatic Plant Management Society. Columbus, OH.

1988 The Potential Contamination of Near-Shore Aquifers by Aquatic Herbicides. 1988 Annual Meeting of the Midwest Aquatic Plant Management Society.

1988 Dow Corning Silicone Rubber Benthic Barrier Update (Read by Steven R. Denbow, Dow Corning) 1988 Annual Meeting of the Midwest Aquatic Plant Management Society.

1987 Benthic Barriers, More Than A Simple Cover-up. 1987 Annual Meeting of the North American Lake Management Society. Orlando, FL.

1987 The Characteristics of an Ideal Benthic Barrier. 27th Annual Meeting of the Aquatic Plant Management Society. Savannah, GA.

1987 (Invited Speaker) Using Aquatic Herbicides in Temperate Ponds. Regional Workshop sponsored by the North American Lake Management Society and Ohio Lake Management Society. Columbus, OH.

1987 Benthic Barriers. Seventh Annual Meeting of the Midwest Aquatic Plant Management Society. Grand Rapids, MI.

1986 Second Annual Dow Gardens Lake Management Conference. Midland, MI.

1986 Lake Vegetation Management. Newaygo Co. Soil Conservation District. Newaygo, MI.

1985 (Invited Speaker) Advanced Limnology. North American Lake Management Society Workshop, Lake Geneva, WI.

1985 Waterside Landscaping and Lake Vegetation Management. Kosciusko Co. Lakes Association. Warsaw, IN.

1985 Aquatic Plant Management. "Hands-on-Approach" to Lake Management. Institute of Water Research, Michigan State University.

1985 Evaluation of Benthic Barrier Efficacy and Ecosystem Impacts. 1985 Annual Meeting of the Aquatic Plant Management Society, Vancouver, British Columbia, Can.

1984 The Secchi Disc and Light Measurements. 1984 Annual Meeting of the Aquatic Plant Management Society. Richmond, VA.

1984 Plant Selection for the Riparian Landscape. 1984 Annual Meeting of the Midwest Aquatic Plant Management Society., Indianapolis, IN.

1983 Silicone Benthic Barriers: A New Concept in Aquatic Plant Management. 1983. Annual Meeting of the Aquatic Plant Management Society. Lake Buena Vista, FL.

1983 Aquatic Plant Management for Pond Owners. Michigan State University Cooperative Extension Service Program. Saginaw, MI.

1983 Water Gardening. The 1983 Annual Meeting of the Michigan Federated Garden Clubs. Midland, MI.

1982 Aquatic Plants--Too Much of a Good Thing. Inland Lakes Research and Study Group Conference. Michigan State University, East Lansing, MI.

1982 Harvesting. Autumn Special Meeting of the Midwest Aquatic Plant Management Society. Midland, MI.

1982 Integrated Lake Management. Autumn Special Meeting of the Midwest Aquatic Plant Management Society. Midland, MI.

1982 The Application of Silicone Technology to Aquatic Systems Management Problems. In-house Seminar.

1982 Aquatic Ecosystems Management in Botanical Gardens. Midwest regional meeting of the American Association of Botanical Gardens and Arboretums. Midland, MI.



MARK S. KIESER
SENIOR SCIENTIST / PRINCIPAL
Kieser & Associates, LLC

AREAS OF EXPERTISE: Lake and Watershed Management, Surface Water Quality Assessment & Modeling, Non-point Source Pollution Assessment & Modeling, Water Quality Trading, Environmental Markets, Ecological Modeling, Sediment-Water Interactions, Sediment Management

EDUCATION: - Master of Science, Biological Sciences (Emphasis: Water Resources)
Michigan Technological University, Houghton, Michigan (1988)
- Bachelor of Science, Biological Sciences (Emphasis: Aquatic Ecology)
Wittenberg University, Springfield, Ohio (1982)

SELECTED WATER RESOURCES MANAGEMENT EXPERIENCE:
- Program Direction of LakeScan™ Assessments for 15 Inland Lakes in MI: various Lake Improvement Boards and Lake Associations in Collaboration with Aquest Corporation, 2015-present.
- Assessment of Big Green Lake Phosphorus Loading Impacts and Technology Applications for Reducing the Metalimnetic Oxygen Minimum with Support for Broader Lake and Watershed Management Needs including Lake Circulation Modeling and CAPTure™ Filters for Ag: Green Lake Association, Green Lake, WI, 2021-present.
- Pilot-scale Development for Mechanical Collection of Nuisance Duckweed Growths in the County A Marsh Discharging to Big Green Lake: Green Lake Association, Green Lake, WI, 2021-2022.
- Business Plan Development for the CAPTure™ Agricultural Runoff Treatment System: Great Lakes Protection Fund Grant, Evanston, IL, 2022-present.
- Enhanced Treatment Technologies for Removal of P from Agricultural Runoff Treatment Systems with CAPTure™ Treatment in the Lower Fox-Wolf River: with University of WI-Milwaukee, USGS and Outagamie County; Funded by Fund for Lake Michigan, 2021-present.
- Development of Engineering Specifications for Dredging the Fox River Impoundment and Portions of Tichigan Lake: Waterford Waterway Management District, Waterford, WI, 2022-present.
- Watershed Modeling with SWAT to Support the Development of the Nutrient Assessment Reduction Plan (NARP) for the Lake County Government and the Des Plaines River: Des Plaines River Watershed Workgroup/Lake County, Libertyville, IL with Geosyntec, 2021-present.
- Technical Support for Advancing Regional-scale Stormwater Management in San Mateo County under a Regional Collaborative Program Framework: City/County Association of Governments of San Mateo County (C/CAG), CA with Geosyntec, 2021-present.
- Development of an Alternative Compliance Program for Contra Costa County MS4s and Developers for LID, PCBs/Hg Requirements in San Francisco Bay TMDLS: City of San Pablo, CA with Geosyntec, 2020-present.
- Lake Improvement Feasibility Report Study and Technical Assessment of Water Quality, Aquatic Vegetation, and Fisheries for the Development of a Special Assessment District on Hiland Lake, Livingston County, MI, 2016, 2020-present.
- Sediment and Water Quality Monitoring Assessment for Mona Lake Alum Treatments with Engineering Design and Bid Specifications: Mona Lake Watershed Council, Norton Shores, MI, 2018-present.
- Long-term Lake Level Monitoring, Hydrology Assessment, Improvement Monitoring, AIS Management, Creek Flow Restoration and Sediment Mapping/Dredging Assessment on Cedar Lake, Oscoda, MI: Cedar Lake Improvement Board, September 2005-present.
- Ongoing Aquatic Plant and AIS Monitoring/Management in Cedar Lake, Oscoda, MI: Cedar Lake Improvement Board, September 2017-present.
- Comprehensive Monitoring, AIS Management, and Long-range Planning for Fort Custer Recreation Area Lake Enhancements: Michigan DNR, U.S. Fish & Wildlife Service, and Natural Resources Damage Assessment Trustees, Augusta, MI, 2018-2021.
-Advancing Systematic and Fundamental Changes in Agricultural Water Resources Management with Edge-of-Field Monitoring to Assess Soil Health, P Recovery with Tile Drain Filters, and Circular Economies: $1.1M Grant from the Great Lakes Protection Fund, Evanston, IL, 2017-present.

- Lake Management for Lake Water Quality and AIS controls in Eagle Lake Paw Paw using Biocontrols and Native Species: Eagle Lake Paw Paw Association, 2015-present.
- Development of a Basin-wide Nutrient Trading Program Approach for the DuPage River for Crediting Stream Restoration via Biological Scoring: DuPage River Salt Creek Workgroup, Naperville, IL with TetraTech, Inc., 2017-2021.
- Quantification Methodology Development for Assessing Potential Water Quality and Water Quantity Benefits of Conservation Practices in the Peruvian Andes for Natural Infrastructure investments: USAID funding through Forest Trends, Washington, DC, 2018-2020.
- Protocol Development for National Ecosystem Service Market Credits from Agricultural Working Lands for Soil Carbon, Water Quality and Water Quality including Water Quality Model Quantification and Pilot Testing: Ecosystem Service Market Consortium, https://ecosystemservicesmarket.org, 2018-2020.
- Development of the Original EPA-approved Watershed Management Plan for the Ultra-urban Portage/Arcadia Creek Watershed (2006) with Approved Plan Updates (2018) and Multiple Stormwater Management System Retrofit Projects: Forum for Greater Kalamazoo, and Western Michigan University, Kalamazoo, MI, 2022-present.
- Bi-national/multi-jurisdictional Point Source/Non-point Source Water Quality Credit Trading Framework Development for the Western Basin Lake Erie under USDA Conservation Innovation Grant: Great Lakes Commission, Ann Arbor, MI, 2016-2018.
- Development of an Iowa Nutrient Reduction Exchange for Point Sources and Water Quality Trading Framework for Ag Phosphorus and Nitrogen Reductions: Iowa League of Cities, Des Moines Iowa, with Troutman Sanders under a USDA Conservation Innovation Grant, 2015-2019.
- National WQT Support for the Diary Industry including Development of a Draft Phosphorus Protocol for VT Discharger Compliance, and Clearinghouse Trading Structures for WI TMDL Compliance Options: Newtrient, LLC, Chicago, IL, 2015-2019.
- Development of Farmer-to-Farmer and Farmer to Stormwater Water Quality Trading Options with Ag TMDL Compliance Scoring in Lake Elsinore/Canyon Lake for Groundwater Nitrates and Surface Water Nitrogen Loads: Western Riverside County Agriculture Coalition, San Jacinto CA with Tetra Tech, 2014-2018.
- Comprehensive Morrow Lake Water Quality and Sediment Monitoring and Data Management for the Kalamazoo River TMDL CMI Project: Kalamazoo County Drain Commissioner, Kalamazoo, MI and Michigan Department of Environmental Quality, Lansing, MI through a Clean Michigan Initiative Grant, 2015.
- Feasibility Study for Market-based Environmental Programs including MS4 Water Quality Trading for Phosphorus in Lake Champlain, VT: VT Dept. of Environ. Quality, Montpelier, VT, with Tetra Tech, 2015.
- Feasibility Assessment of Water Quality TMDL Compliance Trading by WWTFs and MS4s in the Lower Fox River for Sediments and Nutrients, Green Bay, WI: Great Lakes Commission, Ann Arbor, MI, 2014-2015.
- WQT Feasibility Assessment and Subsequent Development of a Municipal Phosphorus Offset Program for New Development Surrounding Ontario's Largest In-land Waterbody, Lake Simcoe: Lake Simcoe Conservation Authority, Ontario, Canada, with XCG Consultants, 2008-2010, 2012-2014.
- Quantification Protocol Development for Nutrient Crediting at Water Quality Trading Banks in non-Chesapeake Bay Waters of Southern Virginia: Resource Environmental Solutions, LLC, Richmond, VA, 2015.
- Development of BMP Implementation Cost Curves for Effective Watershed Management of Lima Watersheds: Forest Trends, Washington, D.C. and the Swiss Development Corporation, 2012-2013.
- Identification of Priority Management Zones (PMZs) for Upland Best Management Practice (BMP) Implementation in Impaired Watersheds of MN with Barr Engineering and the University of Minnesota: MN Department of Agriculture, Minneapolis, MN, 2011-2014.
- Development of a Water Quality Trading Program and Agricultural Crediting Projects for the City of Santa Rosa, CA to Address Nutrient Impairments in the Laguna de Santa Rosa: City of Santa Rosa, CA, 2010-2017.
- Assessment of Channel Hydraulics and Erosion using the Soil & Water Assessment Tool (SWAT) for Hoboken Creek Phosphorus TMDL Implementation Planning and Water Quality Trading Options: Sauk River Watershed District, MN, 2009-2011.
- Technical Direction and Development of the EPA-approved Kalamazoo River Watershed Management Plan including Phosphorus TMDL Compliance Scenarios for MS4 build-outs: Kalamazoo River Watershed Council, Kalamazoo, MI, 2009-2011.
- Technical Direction for the Development of the First Bi-state, electronic Watershed Management Plan for Michigan and Indiana in the St. Joseph River Basin (www.stjoeriver.net) using SWAT Modeling. Section 319 CWA Grant through the Friends of the St. Joe River Association, 2002-2005.



MICHAEL E. FOSTER
ENVIRONMENTAL ENGINEER
Kieser & Associates, LLC

AREAS OF EXPERTISE: Surface Water Quality Modeling, Watershed and Agricultural Modeling, Stormwater Modeling and Management, Model Development, Computer Programming, Desktop/mobile Application Development, Database Development and Management

EDUCATION:
- Master of Science, Environmental Engineering Science
Michigan Technological University, Houghton, Michigan (2020)
- Bachelor of Science, Forest Resource Management
Michigan Technological University, Houghton, Michigan (2011)

SELECTED EXPERIENCE:

- Bathymetric Map and Metrics Development for Describing Aquatic Plant Conditions and Development of Database with Graphic User Interface for Understanding Data from Aquatic Vegetation Surveys and Invasive Species Monitoring for the LakeScan Comprehensive System of Lake Management: Aquest Corporation and 18 Contracted LakeScan Lakes across Eight Counties in Lower Michigan, 2018-present.
- Hydraulics Modeling of Headwater Stream Courses for Engineering Design Considerations on Placement of Instream Grade Structures to Improve Water Quantity, Enhance Groundwater Recharge and Improve Water Level in Cedar Lake: Cedar Lake Improvement Board, Oscoda, MI, 2018-present.
- Aquatic Ecosystem Model (AEM3D) of Mona Lake, Michigan, in order to assess the effectiveness of alum applications and whether further applications will be required in additional regions of the lake. Mona Lake Watershed Council, 2022.
- Soil & Water Assessment Tool (SWAT) model of the Upper Des Plaines River Watershed to estimate hydrologic and nutrient loading conditions in order to assess the impact of water treatment facilities on river water quality. Des Plaines River Watershed Workgroup on behalf of Geosyntec, 2020-2022.
- Aquatic Ecosystem Model (AEM3D) of Green Lake, Wisconsin, in order to model circulation patterns within the lake and assess the fate of nutrient loading from tributaries and efficacy of conservation practices in different regions of the watershed. Green Lake Association, 2021-2022.
- Hydrologic and Water Quality System (HAWQS) to Estimate Stormwater Volume and Sediment Loads for the St. Joseph River Watershed (MI/IN) for Assessing Potential Impacts and Water Quality Benefits of Agricultural Best Management Practice (BMP) Implementation for Innovative Drain Apportionment Based on Land Uses: $1.1M Grant from the Great Lakes Protection Fund, Evanston, IL, 2020-2021.
- Watershed and lake modeling of Cedar Lake, MI using custom developed tools in order to determine the potential impacts of groundwater pumping on lake levels. Cedar Lake Improvement Board, 2021.
- MODFLOW groundwater modeling of Cedar Lake, MI watershed in order to assess the impact of watershed modifications installed in previous years. Cedar Lake Improvement Board, 2020.
- Modeling and Quantification Methodology Development based on Soil & Water Assessment Tool (SWAT) Elements to Address Potential Benefits of Conservation Practices in the Peruvian Andes for Water Quality and Quantity including Sediment Loading and Water Retention (with

web-based app development): USAID funding through Forest Trends, Washington, DC, 2019-2020.

- Analysis of and Reporting on Water Quality and Biotic Monitoring Data for Eagle Lake, for "Strategic Native Vegetation Plantings to Mitigate Septic Loads and Create Nearshore Habitat": Midwest Glacial Lakes Fish Habitat Partnership, Paw Paw, MI, 2018-2020.
- Modeling Stormwater Loads Including Total Phosphorus and Sediment to Local Surface Waters to Assess Potential for Water Quality Improvements for the Match-e-be-nash-she-wish Tribe: Dorr, MI 2018-2019.
- Modeling Infrastructure Changes and Stormwater Loads Including Total Phosphorus and Sediment Loadings to Local Surface Water Bodies to Assess Baseline and Progress Toward TMDL Goals: City of Portage: City of Portage, MI, 2018.
- Adaptation of the National WQIag Tool for Arid Agriculture in Southern California, Modeling Erosion on Arid Climate Agricultural Fields, Designing and Creating a WQIag Application (App) for Self-scoring by Producers under Differing Soil Conditions and Management Practices Based on HYDRUS Model Results and Literature. Western Riverside County Agriculture Coalition, under a USDA Conservation Innovation Grant, 2018.
- Modeling Potential Impacts of Conservation Practice Changes on Agricultural Fields in Fulton County, OH, Coupling Soil Erosion and Dissolved Phosphorus Models to Predict Reductions in Total Phosphorus Loads from Select Fields for the Bi-national/multi-jurisdictional Water Quality Credit Trading Framework Development for the Western Basin Lake Erie: Great Lakes Commission, Ann Arbor, MI, 2018.
- Modeling Potential Impacts of Wastewater Treatment Changes on Nearshore Lake Ontario Using FVCOM and ArcMap Interpolation to Predict WWTP Effluent Plume Size and Behavior while Quantifying Impacts of Phosphorus Management on Area *Cladophora* Growth: City of Ajax, Ontario, 2017-2018.
- Modeling Potential Impacts of Infrastructure Changes on Stormwater Loads in Cleveland, OH, by Coupling SWMM and FVCOM models to Predict Pollutant Concentrations in and around Area Streams, Rivers, and Beaches in Relation to "Project Clean Lake": Northeast Ohio Regional Sewer District, 2016-2018.
- Developing Urban Forest Health Management Plans for High Profile Locations in Washington, DC, including the National Arboretum, Dutch Embassy, German Embassy, and Spanish Embassy, while Optimizing Chemical Applications to Maximize Plant Health while Minimizing Risk to Visitors and Pedestrian Traffic: Natures Trees, 2014-2015.

CONTRACT AGREEMENT

This is a Contract Agreement (the "AGREEMENT"), by and between the Cedar Lake Improvement Board, whose mailing address is PO Box 53, Greenbush, MI 48738, hereinafter referred to as the "CLIB", and Kieser & Associates, LLC, whose address is 536 E. Michigan Ave, Suite 300, Kalamazoo, Michigan, 49007, hereinafter referred to as "CONTRACTOR".

SCOPE OF WORK

1. CONTRACTOR shall be responsible for watershed management consulting services on Cedar Lake, located in Oscoda Township, Iosco County and Greenbush Township, Alcona County, State of Michigan. CONTRACTOR shall comply with all bidding requirements as set forth in a document generally referred to as the "CEDAR LAKE IMPROVEMENT BOARD REQUEST FOR QUALIFICATIONS & BIDS For WATERSHED MANAGEMENT CONSULTING SERVICES ON CEDAR LAKE INVITATION FOR BIDS", attached hereto as Exhibit "A". Furthermore, the scope of work must include all items as set forth in the RFB under the heading "Watershed Management Scope of Work for 2023-2027", and shall also include the application as generally set forth in CONTRACTOR's proposal in response to the RFB, attached hereto as Exhibit "B," and the "Cedar Lake Watershed Management Consulting: 2023-2027 Sub-Committee Revised Budget & Project Plan" attached hereto as Exhibit "C", in an amount not to exceed One Hundred Fifty-Eight Thousand One Hundred and Twenty-Five Dollars ($158,125.00).

CONSIDERATION

2. CONTRACTOR shall receive from the CLIB as consideration for the services as contemplated in this Agreement, an amount not to exceed One Hundred Fifty-Eight Thousand, One Hundred and Twenty-Five Dollars ($158,125.00) for the completion of the Scope of Work as set forth above. During the term of the contract, CONTRACTOR shall submit invoices for work that has been satisfactorily completed no less than monthly, no more than quarterly, then payments shall be made thereafter subsequent to a review by the CLIB of the work performed by CONTRACTOR.

TERM OF AGREEMENT

3. The term of this Agreement shall commence at the time in which this Agreement is signed by both parties hereto and shall continue for five (5) years and until completion of the above stated Scope of Work is performed on behalf of CONTRACTOR. However, this Agreement may be terminated without cause, by any party hereto, upon ninety (90) days written notice to the other party at the addresses as provided for herein. In the event this Agreement is terminated, pro-rated compensation will be paid to the CONTRACTOR for services performed to the date of termination.

CONTRACT DOCUMENTS

4. The documents which form the basis for this contractual understanding between the CLIB and CONTRACTOR are as follows:

A. This Agreement.

B. The RFB, Exhibit A.

C. The responsive bid on behalf of the CONTRACTOR, Exhibit B.

D. The Cedar Lake Watershed Management Consulting: 2023-2027 Sub-Committee Revised Budget & Project Plan, Exhibit C.

STANDARD OF PERFORMANCE

5. CONTRACTOR does hereby agree to engage in the work as described herein and perform same in a professional manner to be commonly expected of someone performing the services as generally described below and herein.

INSURANCE

6. CONTRACTOR is agreeing to assume the responsibility for the job as described above and herein, and shall maintain at a minimum the following insurance coverages:

A. General liability insurance with a minimum combined single limit of One

Million Dollars and 00/100 ($1,000,000.00). Such insurance shall include evidence that CONTRACTOR'S general liability insurance policy will cover CONTRACTOR'S liability, as it relates to damages to the environment, may be substituted in lieu of a separate and dedicated environmental liability insurance policy.

B. Workman's compensation insurance in compliance with the statutes of the State of Michigan or the state which has jurisdiction over the CONTRACTOR's employees with a minimum limit of One Million Dollars and 00/100 ($1,000,000.00).

C. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of of One Million Dollars and 00/100 ($1,000,000.00).

D. Professional general liability insurance in the amount of One Million Dollars and 00/100 ($1,000,000.00).

E. Contractors Pollution Liability insurance in the amount of One Million Dollars and 00/100 ($1,000,000.00).

F. Any and all certificates of insurance coverage must be provided by CONTRACTOR, to the CLIB, at the time in which this Agreement is entered into, showing the policy periods for which said insurance policy is to be in effect. Said insurance policies shall be such so that they will provide coverage for the applicable period of time in which CONTRACTOR remains responsible to the CLIB, for any relevant statute of limitations. Said insurance policies shall also name the CLIB as an additionally insured party and shall contain an endorsement to the affect that any cancellation or material change, cannot be made by the underlying insurance company, until thirty (30) days notice has been provided by the insurer, in writing, to the CLIB.

GENERAL TERMS AND CONDITIONS

7. Indemnification by the CONTRACTOR: The CONTRACTOR shall indemnify, protect and hold the CLIB, it's appointed statutory board members, employees, and agents

harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) or other liability or loss, including, accidents, injury, death, or damages to any person or property, related in any way to the performance of this Agreement that result from accidental acts, negligent acts, errors or omissions, or the willful misconduct of the CONTRACTOR'S personnel or equipment. This provision shall survive the termination of this Agreement.

8. Independent Contractor. The CONTRACTOR acknowledges and agrees that it is an independent contractor and is not an employee of the CLIB. As such, the CONTRACTOR shall not be entitled to participate in any fringe benefit programs adopted by the CLIB, nor will the CONTRACTOR be reimbursed for any expenses incurred. The CONTRACTOR shall be responsible for paying all of its own taxes on monies received for providing services under this Agreement.

9. Modifications. Any modifications to this Agreement or additional obligations assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.

10. Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement.

11. Binding Parties. The statements herein shall bind all heirs, successors, and assigns of both parties.

12. Survival. These conditions shall survive the completion of the CONTRACTOR'S services on this project and the termination of services for any cause.

13. Governing Law. The services provided by this Agreement will be performed in Alcona County and Iosco County, and the Agreement shall be deemed to have been made in Alcona County, Michigan. It is acknowledged that this Agreement was entered into, and services are to be provided both in Alcona County and Iosco County by both parties hereto. The CONTRACTOR conducts business activities in Alcona County and Iosco County, and has responded to an advertisement, and has submitted a bid for this work, in Alcona County and Iosco County. Based upon this, and to the extent possible, both parties consent to the jurisdiction of Alcona County, State of Michigan.

14. Severability. If any provision of this Agreement is deemed to be invalid, it shall not affect the other remaining valid provisions hereof.

15. Notices. Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this Agreement.

16. Incorporation of Agreements. This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.

17. Assignability. Any rights provided for in this Agreement, to any party hereto, are not assignable.

18. Conflict of Documents. Any conflict between the terms of any of the contract documents shall be resolved as follows: First, the terms of this Agreement shall prevail over any other document. Second, when this Agreement document is not involved, then the next document to be given priority is in fact the RFB. Third, document known as The Cedar Lake Watershed Management Consulting: 2023-2027 Sub-Committee Revised Budget & Project Plan. Fourth, the documents CONTRACTOR submitted to CLIB, being its response to the aforementioned RFB, shall be given priority.

19. Anti-Discrimination. The CONTRACTOR shall comply with all state and federal Anti-discrimination laws and shall use the leased premises in a nondiscriminatory manner to the end that no person, on the ground of race, color, religion, sex, age, handicap, disability, or national origin, shall be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

20. No Joint Venture. Nothing contained in the contract documents will make, or will be construed to make, the parties hereto partners or joint venturers with each other. Neither will anything in these contact documents render, or be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

21. Failure of the CLIB to Insist on Compliance. The failure of the CLIB to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of the CLIB to insist on the future performance of any such terms, covenants, or conditions, but the obligations of the CONTRACTOR with respect to such future performance shall continue in full force and effect.

CEDAR LAKE IMPROVEMENT BOARD

Dated: 5/23/2023

By: Rex R. Vaughn
Its: Chairman

KIESER & ASSOCIATES, LLC

Dated: May 23, 2023

By: Mark S. Kieser

Its: Owner/Principal

CEDAR LAKE IMPROVEMENT BOARD
REQUEST FOR QUALIFICATIONS & BIDS
For
WATERSHED MANAGEMENT CONSULTING
SERVICES ON CEDAR LAKE

INVITATION FOR BIDS

The Cedar Lake Improvement Board (CLIB) is seeking competitive bids from qualified consultants to address a myriad of lake and watershed management needs on the 1,075-acre Cedar Lake in Alcona & Iosco Counties in the State of Michigan.

Sealed bids shall be submitted to:

Qualifications & Proposals for Watershed Management Consulting
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Sealed bids must arrive by US Mail before 5:00 PM on Friday, March 17, 2023. Emailed bids and bids received after the deadline will not be considered.

For questions please contact:

Rex Vaughn
CLIB Chairman
Email (preferred): rvaughn@tir.com
Mobile: 810-516-6686

Summary

The Cedar Lake Improvement Board (CLIB) is seeking competitive bids from qualified consultants to address a myriad of lake and watershed management needs during the years 2023 through 2027, on the 1,075-acre Cedar Lake in Alcona & Iosco Counties of Michigan. Qualifying submissions must meet all information requests.

General Information for the Bidder

1. Cedar Lake is located in T.23N.-R.9E., Sections 15, 10, and 3 of Oscoda Township in Iosco County and T.25N.-R.9E., Sections 34, 27, and 22 of Greenbush Township in Alcona County in the State of Michigan. The lake is 1,075 acres in size.
2. The following definitions will be used throughout this document:
    a. The Lake: Cedar Lake.
    b. The Board: Cedar Lake Improvement Board (aka CLIB).
    c. The Lake Manager: The limnologist entity that is awarded a Lake Management contract by the Board.
    d. The Aquatic Applicator: The entity hired by the AICLA to perform herbicide applications under the supervision of the Lake Manager.
    e. The Contract: The resulting agreement between the Board and the Watershed Management Consultant Contractor based on this bidding process.
    f. EGLE: State of Michigan Department of Environment, Great Lakes, and Energy.
3. Over the last 25+ years, the CLIB has conducted an annual aquatic invasive species management program using an independent professional Lake Manager and an independent Aquatic Applicator. The successful Watershed Management Consultant will coordinate activities with the Lake Manager, and the Aquatic Applicator, but will not direct, manage, or be responsible for their activities.

Instructions to the Bidder

1. The bidder shall examine the specifications and related documents attached and fully examine the Lake and watershed to familiarize themselves with all site conditions. The bidder shall make all necessary investigations to thoroughly inform themselves regarding past and present lake and watershed conditions.

2. The bidder will examine all documents posted on the Board web site including, but not limited to, Projects, Monitoring Reports, & Aquatic Plant Management:

   https://cedarlakewmp.net

3. No plea for ignorance of existing conditions shall be accepted. Failure or omission of any bidder to examine these documents or become acquainted with existing conditions shall in no way relieve them from any obligation with respect to their bid or any resulting contract.

4. The CLIB assumes no responsibility or liability for any costs incurred by the contractor prior to signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of any contract resulting from this RFP.

5. If a bidder finds omissions or discrepancies in the bid documents, they shall immediately notify the CLIB so that the CLIB can issue an addendum to all bidders.

6. Sealed bids must be submitted on the bid forms provided in this packet. All bid amounts must be shown as figures and written in ink or typewritten together with all other data as required and shall be legally signed with the complete address of the bidder.

7. The bid amounts shall be all inclusive and there shall be no additional charges. The prices named shall include all taxes in effect on the bid date. The bidder has included all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

8. The bid form must be fully completed and executed when submitted. Incomplete bids will not be considered.

9. Each bid must be submitted in a sealed envelope bearing the following information clearly marked on the outside “Cedar Lake – Watershed Management Consultant Sealed Bid – Do Not Open Until 10 AM on March 20, 2023, at the CLIB Public Meeting”.

10. Bids may be withdrawn prior to the stated deadline. Modification of bids in writing will be considered if received prior to the deadline. Once the deadline has lapsed, bids shall remain firm for 90 days, within which the contract shall be awarded.

11. Bids shall be evaluated upon cost and experience of the bidder. The CLIB reserves the right to accept or reject any and all bids, to waive any bid irregularities that may be in the best interest of the CLIB, and to negotiate a contract that will best meet the needs of the CLIB and its lake residents.

12. Awards will be made to the lowest responsive and acceptable offer or as judged by the CLIB. The CLIB may modify this request for proposals at its sole and exclusive discretion by addendum.

13. Acceptance of a proposal does not constitute a contract. Subsequently discovered information or circumstances may prompt the CLIB to rescind acceptance of any proposal after it has been accepted, but before the CLIB has taken action to authorize the contract to be signed. The CLIB reserves the right to rescind its acceptance of a proposal by adopting an appropriate resolution authorizing signature on a contract. At no time has a contract been formed until the CLIB has so acted and the contracts signed by the authorized individuals.

14. By signing and submitting the bid forms, the bidder affirms that their proposal is a free, independent, and legitimate proposal and that they have not engaged in any collusive practices that would have discouraged others to bid. Any evidence of collusion among the bidders, or any prospective bidders, shall be grounds for disqualification of a bidder and the voiding of any resulting contract.

15. Submitted bids shall become property of the CLIB. Any and all documents produced under the terms of any resulting agreements shall remain property of the CLIB and shall be provided upon request.

Bidder Requirements

Consultants must provide the CLIB with qualifications that demonstrate expertise and experience with the following skills to lead the management of lake and watershed needs identified in the approved Watershed Management Plan as seen at www.cedarlakewmp.net:

- Leadership, development and updating of EPA Nine Elements-Approved watershed management plans (not lake management plans)
- Long-term (>5-year) lake water level monitoring program design, implementation, data analysis and management of an extensive array of surface and groundwater level loggers
- Watershed and lake hydrological modeling for assessment, planning, design, reporting and management for addressing complex surface water/groundwater hydrology impacting seasonal lake levels
- Lake level augmentation studies, risk assessment, design, costing and permitting to manage fluctuating lake levels
- Watershed/surface water hydrology assessment, engineering design and management including wetlands and stream restoration with integration of ecological and habitat improvements for fisheries
- Watershed loading assessment with strategy development, design, and implementation to address issues impacting lake water quality
- Assessment and evaluation of large-scale dredging projects through monitoring, design and permitting
- Siting, design, and implementation of natural shorelines

- Fisheries habitat assessment, improvement project design, monitoring, and implementation
- Surface and groundwater monitoring (including for PFAS)
- Client website development and maintenance
- Work with Lake Improvement Boards under Part 309 of Michigan's Natural Resources and Environmental Protection Act 451 of 1994 (NREPA)
- Successful NREPA Part 301 and 303 permitting
- Detailed budget tracking, administrative reporting
- Responsive proposals shall include up to five project examples demonstrating this experience and expertise for completed or ongoing projects within the last three years. Each example shall include the period of performance, a project contact and approximate cost of services provided for the period of performance. Preference is for examples that demonstrate application of all or most of these efforts in one project.
- 1-page curriculum vitae for staff assigned to the project and hourly rates for same

Additional Requirements

The Contractor shall furnish at their own expense insurance coverage including worker's compensation, and general liability. Coverages must be for the minimum amount of $1,000,000 for each occurrence of bodily injury, minimum $1,000,000 for each occurrence of property damage. The general liability insurance obtained must name the CLIB as additionally insured. Certificates of the insurance coverage shall be delivered to the CLIB within 10 days of award of the Contract. These certificates shall clearly indicate that the provisions of the applicable policy comply with the above requirements. If the policies confirmed by these certificates will expire prior to the termination of this contract, certificates for renewals must be delivered to the CLIB not less than 10 days prior to the expiration date. Failure to provide certificates of the required insurances will void the Contract awarded by the CLIB.

The Contract shall be binding on the parties and their successors and assigns; however, the Contractor shall not assign, subcontract, or otherwise transfer the work described and contracted herein without the express prior written consent of the CLIB. A violation of this term shall be considered a materials breach of the Contract.

Watershed Management Scope of Work for 2023-2027

The consultant shall provide a sufficiently supportive description of their approach, detailed staff time and direct costs for the completing the following proposed 2023-2027 Watershed Management Consulting elements consistent with previous efforts found at www.cedarlakewmp.net:

- CLIB coordination to include periodic updates to the board during board meetings (3 conference calls/year)
- CLIB representative coordination throughout the period of contracted service (assume two calls per month)
- Watershed Management Plan (WMP) updates that include coordination with the CLIB, Alcona-Iosco Cedar Lake Association and other WMP stakeholders, necessary updates from the 2011 EPA-approved WMP documenting completion of efforts to date and new initiatives necessary to advance WMP goals
- A scope and associated consultant costs shall be proposed to assess fisheries habitat conditions in Cedar Lake that will minimally include documentation of coarse woody habitat, lake and tributary spawning habitat, and shoreline conditions in relation to future fisheries improvements documented in the WMP
- Ongoing implementation of an annual hydrology and lake level monitoring program that includes:
    - Seasonal maintenance and data downloads of 29 level logger instruments (HOBO and Heron brands) set in shallow and deep piezometers along the lake shoreline, two western tributaries, and strategic off-lake locations providing continuously recording water level observations with the assumption of two annual site visits for O&M and data downloads
        - Add placeholder staff costs and travel expenses for two additional site visits for unplanned level logger maintenance of the existing instrument array for each year of the contract
    - Hydrological assessment of the Jones Ditch drainage contributions to Cedar Lake based on anticipated winter 2023 topographic survey data collection, data from four level loggers, local rain gauge data provided by the CLIB representative, all to assess seasonal flow contributions to the lake, their effect on lake level and localized management improvements to enhance summer-time precipitation flows to the lake
    - Annual/updated hydrological assessment of data from six level loggers for the Sherman Creek summer-time contributions to the lake in relation to rainfall on a wetlands containment berm reducing surface water flow losses out of the creek drainage area
    - Redeployment of some existing shallow groundwater piezometers and level loggers to close data gaps along the northeastern shoreline

  - Options for continuous lake outflow measurements in the outlet culvert shall be assessed by the consultant with recommendations (including all estimated costs) provided to the CLIB for consideration of purchase and installation.
  - Detailed and rigorous data analysis and an annual hydrology report preparation on overall conditions influencing seasonal lake level conditions based on the annual efforts and historical monitoring with reference to additional monitoring and management needs/opportunities, prepared and submitted to the CLIB. Format of the report to be as detailed and comprehensive as previous hydrology reports as seen on the Board web site at: https://cedarlakewmp.net

- The period of performance for these services is projected to be April 1, 2023, to March 31, 2027.

BID FORM

BID DATE: _____, 2023

BID TO:

Qualifications & Proposals for

Watershed Management Consulting Services

Cedar Lake Improvement Board

PO Box 53

Greenbush, MI 48738

The undersigned bidder hereby declares that this bid is made in good faith and without fraud or collusion with any other bidder or any competitor.

The bidder has carefully read, examined, and understands the General Information, Instructions, Requirements, and Scope for the proposed work. The bidder has investigated the lake, the watershed, and its condition to determine the character and difficulties attending the execution of the proposed work.

All work described in the bid specifications and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form. The CLIB assumes no responsibility or liability for any costs incurred by the Contractor prior to the signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of the Contract resulting from this bid document.

The undersigned agrees that this bid shall be good for 90 calendar days after the scheduled closing time for receiving bids. Within that 90-day time frame, the CLIB, at its sole option, may invite one (1) or more bidders to attend a public post-bid meeting with interviews scheduled for each invited bidder(s). Each bidder will be granted 15 minutes to present their qualifications, expertise, and experience, followed by a Q&A with CLIB Board Members. The venue for the interviews, if required, will be in Alcona County or Iosco County, the specific site to be announced at a later date. Lack of attendance will disqualify the bidder from the bidding process. After completion of post-bid interviews, if any, the CLIB shall provide a written Notice of Award to the successful bidder. Upon receipt of a written Notice of Award, the bidder shall enter into a formal contract with the CLIB incorporating the content and spirit of the bid specifications. Within 10 days of the Notice

of Award, the Contractor shall deliver the required certificates of insurance described in the "Bidder Requirements". In the event the contract and certificates of insurance are not provided within the time set the CLIB reserves the right to void the Notice of Award and the Contract.

The bidder understands the CLIB reserves the rights to reject any or all bids, to waive any irregularities in the bidding, and to award the contract to other than the low bidder.

The bidder proposes and agrees, upon acceptance of the bid, to contract with the CLIB, incorporating the content and spirit of the bid specifications. The bidder will provide all necessary equipment, products, personnel, and transportation necessary to execute the work referred to in this invitation to bid. Furthermore, the bidder agrees to perform all work in the manner and time prescribed and according to the requirements of the CLIB.

The undersigned, having familiarized themselves with the Instructions to Bidders and the Scope Specifications, hereby proposes to perform everything required and to provide and furnish all of the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for Watershed Management Consultant for Cedar Lake in a professional manner, all in accordance with the specifications, and at prices as listed in the Bid Form.

Cedar Lake Improvement Board

Cedar Lake

WATERSHED MANAGEMENT CONSULTANT

PRICE PROPOSAL SHEET

Watershed Management Scope of Work (2023-2027)

Company Name: _____

Phone: _____ Fax: _____

Email: _____

(*Only firm, fixed price offers will be evaluated. An offer that demonstrates a variable cost schedule or is subject to escalation based upon any contingency will not be accepted and will be considered non-responsive and non-conforming to this solicitation.)*

Years 2023-2027 Watershed Management Consultant Services as requested herein:

Year	**Price (Numerical)**
2023	
2024	
2025	
2026	
2027	
Lump Sum	

CONSULTANT'S LUMP SUM "NOT TO EXCEED" AMOUNT to provide the services described herein.

Written Proposal Amount_____$_____Numerical

To the Cedar Lake Improvement Board:

Pursuant to the notices given, the undersigned has examined the documents relating to proposal requirements in order to be considered as the Watershed Management Consultant for the Cedar Lake Improvement Board and does hereby submit a proposal in accordance with this “Request for Qualifications & Proposals”.

Submitted and signed this _____ Day of _____ , 2023.

Signature of person authorized to legally bind the company.

Signature: _____

Printed Name: _____

Title: _____

Exhibit B

KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING

TECHNICAL/COST PROPOSAL

To:	Rex Vaughn, Chair Cedar Lake Improvement Board	**Date:**	March 15, 2023
From:	Mark Kieser, Senior Scientist Kieser & Associates, LLC	**cc:**	Files
RE:	**K&A Response for CLIB Competitive Bid & Qualifications Request for Cedar Lake Watershed Management Consulting**		

Statement of Understanding

Kieser & Associates, LLC (K&A) is responding to a CLIB request for qualifications (RFQ) and bids for watershed management consulting to address a range of pressing needs and objectives for the 1,075-acre Cedar Lake. These efforts are intended to focus watershed management, lake and stream habitat assessments, and ongoing water level monitoring and enhancements to meet lake level management objectives. This requires a comprehensive understanding of lake, its unique and limited drainage area, as well as expertise with range of planning, management and implementation efforts. K&A embodies these with their past work on Cedar Lake.

As author of the original 2011 DEQ/EPA-approved Watershed Management Plan (WMP), K&A is intimately familiar with all elements of this foundational document for Cedar Lake management. Over the past two years, K&A has developed the draft update and shared this with the CLIB contact for initial review and feedback prior to a formal draft to be circulated amongst engaged stakeholders.

The recently authorized 10-year SAD for Cedar Lake included efforts to monitor fisheries conditions as called out in the original WMP. A primary aspect of this was associated with pike spawning enhancements in Sherman Creek where instream grade structures now hold back more water in the upstream wetlands during the spring spawning season. The success of such improvements also hinge on habitat conditions in the lake; conditions that have not been well-documented or recorded in the past. These portend the innovative and intentional assessment of relevant lake and tributary conditions proposed in this K&A response.

Since 2005, K&A has been continuously engaged is assessing Cedar Lake level conditions for improved management to address dramatic water level losses experienced during dry summers. These efforts have greatly advanced the understanding of the complex lake hydrology, leading the AICLA away from early finger-pointing at golf course owners and ideas like ‘dynamiting clogged springs in the lake,’ to successful engineering project implementation by the CLIB to advance well-thought-out options. Such options had led to projects providing substantial improvements for addressing ‘low-hanging fruit’ opportunities. These have involved identifying and rectifying previous watershed drainage impacts, naturalizing tributary improvements (for water supply and habitat benefits), as well as the purchase of remarkably critical drainage areas for permanent protection and water supply enhancements.

This pathway of improvements are possible because of nearly two decades of CLIB investments in understanding, planning and improving watershed hydrology for the lake. Related efforts were

captured in the 2011 WMP. The next level of implementation is now moving to challenging considerations of large-scale water level augmentation investments. The network of water level and lake level monitoring established by K&A has been instrumental for progress to date, and will continue to serve as the foundation for wise future investments in lake and watershed management. *Attachment A* of this proposal response captures the expertise of K&A in other settings that support how K&A efforts on Cedar Lake are not unique to our project experience.

K&A staff have nearly a two-decade history of supporting these efforts on Cedar Lake. Our senior level staff that have been and will remain engaged over the next five years of proposed lake and watershed management are highlighted in *Attachment B*.

Proposed Scope of Work

The following tasks are consistent with the RFP-specified services. K&A anticipates efforts to complete these will follow similar processes and communications with the CLIB with past implementation.

Task 1. CLIB coordination to include periodic updates to the board during board meetings. This task will cover K&A costs for our general participation via conference calls with the CLIB during the annual contract period. This will allow us to provide periodic updates and be responsive to CLIB needs/requests. Of the three anticipated annual interactions, one of these will include a year-end strategy meeting with a CLIB representative to discuss details of forthcoming annual technical service needs. This may be an in-person meeting at K&A offices in Kalamazoo.

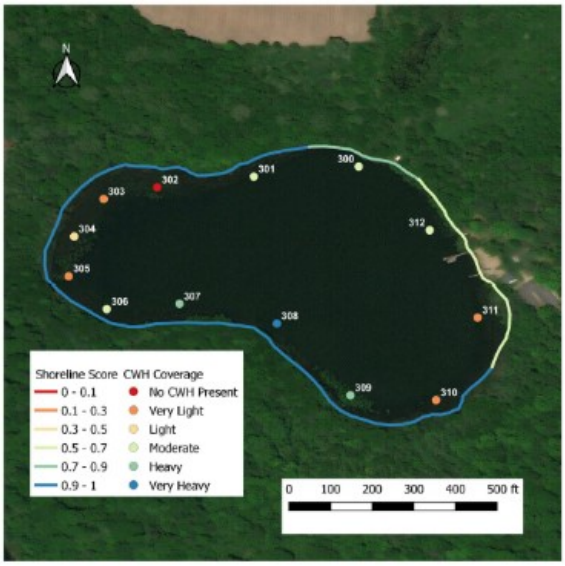
Task 2. CLIB representative coordination throughout the period of contracted service. Close coordination and detailed discussions with the designated CLIB representative around ongoing efforts will ensure critical conversations are being held on a timely basis. Many of these discussions in the past with the CLIB representative have revealed innovations, unique opportunities and more focused results on prevailing lake and board needs. K&A staff will avail themselves to 'picking up the phone' contacts from the Lake Board Chair who has for years, served effectively as this point of contact. Our anticipated budget assumes two calls per month in these regards, but will remain flexible to meet pressing needs. Proposed costs for this task include project website maintenance and posting requests from the CLIB.

Task 3. Cedar Lake Watershed Management Plan (WMP) updates.
K&A will work with the CLIB representative to finalize the preliminary WMP draft update for advancing the next steps of the WMP update process. Sequential steps will include:

a. Following feedback on the initial WMP draft already shared, K&A updates will be made available to a Steering Committee (SC) for their initial review and feedback. Feedback would be discussed in the first in-person meeting. K&A will identify SC membership options with invites for participation coming from the CLIB. K&A will assist the CLIB with planning the SC meetings and agendas. Meetings will be in-person with Zoom participation as an option.
b. K&A will revise the draft WMP based on initial feedback from the first SC meeting. A updated draft would be re-circulated for final reviews/feedback to be discussed at a second SC meeting. This will lead to production of a Final Draft WMP.
c. The Final Draft WMP would be publicly circulated for feedback and input. This input will be received electronically and via a final public meeting.
d. A Final WMP update including public comments will be submitted for approval to EGLE.

This process will likely take a year to complete giving the outreach expected with three meetings (two SC; one public). Review timing by EGLE is uncertain, but likely an additional six months with anticipated feedback and questions.

Task 4. Fisheries Habitat Assessment of Cedar Lake and Tributaries.
K&A will conduct a fisheries habitat assessment on Cedar Lake with the intent of inventorying tributaries, shorelines, shoreline development, riparian zones and coarse woody habitat for nearshore habitat conditions critical to ecologically and recreationally important fish species. New data collection has been an identified need in the WMP given outdated and poorly-documented habitat information from over a decade ago. This will provide the opportunity to help assess opportunities and define enhancement recommendations.

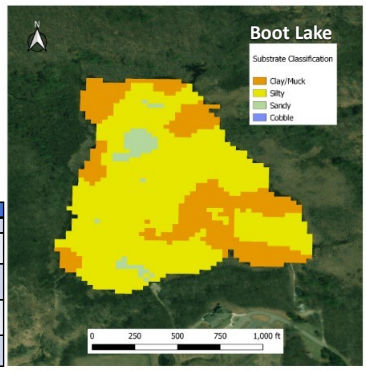


Habitat surveys of the lake will take into consideration shoreline and riparian conditions, as well as coarse woody habitat (CWH) and substrate conditions in the lake. *(See inset at right as an example of similar 2022 assessments of Gun Lake Tribal Lakes in West Michigan under AIS Management Plan funding from the U.S. Fish & Wildlife Service.)* Integrated with sonar data collected at the time of shoreline and CWH assessment, substrate habitat conditions will also be integrated into these considerations.*(See inset at right correlating sonar readings with substrate type as presented by K&A's Mike Foster at the 2022 North American Lake Management Society's annual conference as an example of data to be produced for Cedar Lake.)*

2022 Sonar Sediment Mapping Results

- Ponar grabs confirmed sidescan sediment classifications in small, shallow lakes
- Sonar useful for mapping

Lake	Substrate Type							
	Clay/Muck		Silty		Sandy		Cobble	
	% of Lake	Area (ac)	% of Lake	Area (ac)	% of Lake	Area (ac)	% of Lake	Area (ac)
Boot (40ac)	29%	11.7	67%	26.8	4%	1.5	0	0
Indian (11ac)	19%	2.1	54%	5.9	28%	3.1	0	0
Ingerson (16ac)	30%	4.8	55%	8.9	15%	2.3	0	0



Consistent with the WMP, K&A assessment efforts of Jones and Sherman Creeks will include:

- Mapping stream substrate conditions in each tributary
- Developing stream gradient profiles to estimate stream velocities through the water courses, particularly through culverts. These profiles would utilize existing K&A studies, water level data, gradients and culvert sizes to assess suitability and enhancement options.
- Plotting upstream/wetland levels and temperature over the spring pike spawning period for the period of record

These lake and tributary habitat assessments would be conducted following ice-off conditions in early 2024 within the first contract year of the 5-year project. Data analysis/reporting would follow collection of field data and be provided in a stand-alone memorandum with regards to tributary spawning habitat with linkages to open lake habitat findings. Extrapolation of fisheries benefits would be included in reporting that would fall into year 2. No additional Task 4 costs beyond year 2 are proposed as these surveys provide a baseline condition. Any implementation

actions stemming from recommendations will be additional including post-implementation monitoring.

Task 5. Ongoing implementation of an annual hydrology and lake level monitoring program.
K&A is proposing to continue their support to the CLIB with implementing ongoing lake and groundwater level monitoring expressed in the Watershed Consultant RFQ. K&A is intimately familiar with all aspects of hydrology monitoring identified here as Task 5. Proposed K&A efforts are as follows.

5a. Seasonal maintenance and data downloads of 29 level logger instruments.
K&A will continue seasonal operation and maintenance of the broad array of loggers. This includes late fall downloads and recovery of non-overwintering instrumentation. This would be followed by spring re-installation. These efforts will include QA/QC of the instruments and related data. For purposes of the RFP, K&A is including requested costs for two additional lake visits for unplanned maintenance where necessary to ensure unilateral operation of all instruments. Costs here do not cover new instrument purchases.

5b. Hydrological assessment of the Jones Ditch drainage contributions to Cedar Lake.
Recent reconstruction of the West Cedar Lake Road culvert on Jones Creek, along with the CLIB purchase of the shoreline property surrounding the lower portions of the creek, have opened up an array of potential water supply benefits to help maintain critical lake levels. With logger data, K&A showed the vast improvements in summer watershed drainage to the lake with just the lowering of the invert elevation allowing watershed capture and discharge from 600 upstream acres of wetlands. The CLIB has been provided bids for a topographic survey of this upstream area that could prove vital to enhancing flows to and through the CLIB newly purchase land.

As such, K&A will review pending topographic data in the context of existing water level logger data. This will allow us to assess further potential inexpensive water supply enhancements as well as capacity considerations to potentially handle augmentation well flows (if these were to be installed in the upstream Jones Creek drainage). Low tech enhancements to be considered would possibly be regulated water retention in the spring vs. unregulated discharge now when the lake outlet is already releasing water. Retaining upstream supply and coordinating release could enhance water supply during drier periods. Augmentation well issues would include possible topographic or property boundary constraints. Overall, this task would define conceptual engineering conditions for this area to enhance water supply to help mitigate summer time lake level drops. With K&A background hydrologic assessments already completed with existing data, updates will require minimal new efforts, allowing us to focus on new opportunities for potentially managing the water balance of this area. Proposed costs for this task include K&A staff engineering efforts but not topographic survey costs. These efforts are anticipated to be front-loaded in the first year of the contract; outcomes and next step recommendations would include potential costs for enhancements. Year 2-5 costs proposed herein are otherwise for baseline annual assessment of Jones Creek level logger and flow data.

5c. Ongoing Sherman Creek drainage functions.
A wetlands berm structure and Sherman Creek instream grade structures designed and implemented by K&A on CLIB property, have served to dramatically decrease out-of-watershed losses and increase water retention to the benefit of naturally augmenting Cedar Lake levels. These have been monitored by an array of long-term groundwater/water level loggers to

quantitatively identify seasonal benefits. K&A will continue to annually evaluate water volumes with logger data, and periodically inspect structures to ensure function per design. Findings will be included in the annual Task 5f final report. Any identified concerns observed will otherwise be immediately relayed to the CLIB.

5d. Redeployment of select shallow groundwater level loggers along the northeastern shoreline.

An array of nearshore and away from shoreline shallow groundwater piezometers with level loggers have been placed along numerous areas of the Cedar Lake shoreline. These have consistently identified losing lake water conditions away from the lake from about 70% of the lake's perimeter. In the northeast shoreline areas, there is limited level logger coverage. Given water level conditions in the Timberlakes subdivision and a paucity in groundwater conditions in this area, this task will target installation of two additional piezometers at one location targeting the Timberlakes Clubhouse and private boat launch. These will be installed consistent with other shoreline piezometer stations (with permission). Long-term permission for siting these will be the responsibility of the CLIB. This task will include:

- Two new piezometers/level loggers placed at Timberlakes clubhouse/marina location
- Top of casing elevation measurements (budgeted as a placeholder for a licensed surveyor)
- Data assessment
- Reporting (to be included in Task 5f)

Proposed costs for installation, equipment, surveying and initial data analysis are front-loaded to year 1 only of the 5-year contract. Subsequent year O&M and data analysis are otherwise covered under Task 5a proposed costs.

5e. Options for continuous lake outflow measurements.

K&A has previously identified preliminary options for permanent and continuous outflow measurements. As an interim alternative, K&A has periodically collected manual outlet structure flows at the downstream end of the outlet culvert, and also immediately downstream in the Cedar Creek channel. These manual measurements have shown limited losses during drier periods when there are no weir overflows. Continuous outflow measurements at the outlet culvert, possible with telemetry output, would provide year-round record of structure outflows. These would especially be useful as additional lake level augmentation efforts are implemented. K&A costs for this task are for updating options and equipment costs, including projected installation costs of CLIB-selected options. Equipment purchases, installation and O&M costs are not included in proposed fees. Manual measurements will continue to be collected during periodic lake visits under other tasks until such time continuous monitoring equipment is installed. Manual measurement data will be reported under Task 5f.

5f. Detailed and rigorous data analysis and an annual hydrology report.

K&A will provide final annual analysis of Task 5a-e efforts in a final technical memorandum each year, consistent with current reporting. With new data collection from Jones Creek and the northeastern shoreline piezometer data, K&A will also provide a seasonal and annual mass balance of water gains/losses to the lake. These were initiated with our 2022 analysis of augmentation well options and will be updated annually to now reflect conditions with existing improvements. These mass balances will allow for augmentation scenario analysis as next steps for lake level management may be more mechanical (groundwater pumping, regulated Jones Creek outflows). On the latter, K&A proposed costs do not include scenario analysis or next step engineering of pumping wells (beyond those anticipated in Task 5b). Such scenarios would be

separate and additional following discussions of their merit with the CLIB. Final reports will be posted on the Cedar Lake website maintained by K&A.

Bid Forms

K&A has completed the required Bid Forms as follows. For budget support of our project bid, the following table identifies K&A estimated annual costs by task. Task 5d and 5e are completed in year 1 with no recurring costs thereafter. Tasks 3 and 4 are completed over years 1 and 2, also with no recurring costs (except for Task 4 if there are implementation efforts that stem from these assessments, and as approved by the CLIB). Years 2-5 represent a year-over-year 4% increase beginning with year 2 for recurring tasks.

Cedar Lake Watershed Management Consulting: 2023-2027									
	Year 1 Costs				Year 2-5 Costs				5-year Task Subtotals ($)
Task Description	Direct Costs	Lab Costs	Staff Total $s	Year 1 Task Subtotals ($)	Year 2 Task Subtotals ($)	Year 3 Task Subtotals ($)	Year 4 Task Subtotals ($)	Year 5 Task Subtotals ($)	
Task 1. CLIB Meetings	400	-	2,000	2,400	2,496	2,596	2,700	2,808	12,999
Task 2. CLIB Coordination	200	-	3,500	3,700	3,848	4,002	4,162	4,328	20,040
Task 3. Watershed Management Plan (WMP) updates	600	-	4,000	4,600	2,500	-	-	-	7,100
Task 4. Fisheries Habitat Analysis of Lake and Tributary	1,000	500	5,500	7,000	2,500	-	-	-	9,500
Task 5. Annual hydrology monitoring program									
a. Standard logger maintenance + 2 extra visits	600	-	5,000	5,600	5,824	6,057	6,299	6,551	30,331
b. Jones Creek data analysis/options	-	-	8,000	8,000	1,500	1,560	1,622	1,687	14,370
c. Ongoing Sherman Creek analyses	-	-	1,500	1,500	1,500	1,560	1,622	1,687	7,870
d. Two new NE shoreline level loggers/installed/surveyed/data analysis	4,500		4,500	9,000	-	-	-	-	9,000
e. Continous outflow measurement assessment			2,000	2,000	-	-	-	-	2,000
f. Annual reporting			7,000	7,000	7,280	7,571	7,874	8,189	37,914
Subtotals/ ***TOTAL***	*7,300*	*500*	*43,000*	*50,800*	*27,448*	*23,346*	*24,280*	*25,251*	**151,125**

BID FORM

BID DATE: March 15, 2023

BID TO:

Qualifications & Proposals for

Watershed Management Consulting Services

Cedar Lake Improvement Board

PO Box 53

Greenbush, MI 48738

The undersigned bidder hereby declares that this bid is made in good faith and without fraud or collusion with any other bidder or any competitor.

The bidder has carefully read, examined, and understands the General Information, Instructions, Requirements, and Scope for the proposed work. The bidder has investigated the lake, the watershed, and its condition to determine the character and difficulties attending the execution of the proposed work.

All work described in the bid specifications and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form. The CLIB assumes no responsibility or liability for any costs incurred by the Contractor prior to the signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of the Contract resulting from this bid document.

The undersigned agrees that this bid shall be good for 90 calendar days after the scheduled closing time for receiving bids. Within that 90-day time frame, the CLIB, at its sole option, may invite one (1) or more bidders to attend a public post-bid meeting with interviews scheduled for each invited bidder(s). Each bidder will be granted 15 minutes to present their qualifications, expertise, and experience, followed by a Q&A with CLIB Board Members. The venue for the interviews, if required, will be in Alcona County or Iosco County, the specific site to be announced at a later date. Lack of attendance will disqualify the bidder from the bidding process. After completion of post-bid interviews, if any, the CLIB shall provide a written Notice of Award to the successful bidder. Upon receipt of a written Notice of Award, the bidder shall enter into a formal contract with the CLIB incorporating the content and spirit of the bid specifications. Within 10 days of the Notice

of Award, the Contractor shall deliver the required certificates of insurance described in the "Bidder Requirements". In the event the contract and certificates of insurance are not provided within the time set the CLIB reserves the right to void the Notice of Award and the Contract.

The bidder understands the CLIB reserves the rights to reject any or all bids, to waive any irregularities in the bidding, and to award the contract to other than the low bidder.

The bidder proposes and agrees, upon acceptance of the bid, to contract with the CLIB, incorporating the content and spirit of the bid specifications. The bidder will provide all necessary equipment, products, personnel, and transportation necessary to execute the work referred to in this invitation to bid. Furthermore, the bidder agrees to perform all work in the manner and time prescribed and according to the requirements of the CLIB.

The undersigned, having familiarized themselves with the Instructions to Bidders and the Scope Specifications, hereby proposes to perform everything required and to provide and furnish all of the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for Watershed Management Consultant for Cedar Lake in a professional manner, all in accordance with the specifications, and at prices as listed in the Bid Form.

Cedar Lake Improvement Board

Cedar Lake

WATERSHED MANAGEMENT CONSULTANT

PRICE PROPOSAL SHEET

Watershed Management Scope of Work (2023-2027)

Company Name: Kieser & Associates, LLC

Phone: 269-344-7117 Fax: 269-344-2493

Email: mkieser@kieser-associates.com

(*Only firm, fixed price offers will be evaluated. An offer that demonstrates a variable cost schedule or is subject to escalation based upon any contingency will not be accepted and will be considered non-responsive and non-conforming to this solicitation.)*

Years 2023-2027 Watershed Management Consultant Services as requested herein:

Year	**Price (Numerical)**
2023	$50,800
2024	$27,488
2025	$23,346
2026	$24,280
2027	25,251
Lump Sum	$ 151,125

CONSULTANT'S LUMP SUM "NOT TO EXCEED" AMOUNT to provide the services described herein.

One hundred fifty-one thousand, one hundred tewenty-five dollars

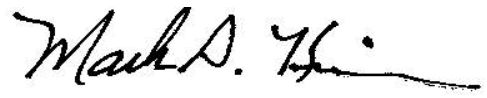
Written Proposal Amount_____ $ 151,125 Numerical

To the Cedar Lake Improvement Board:

Pursuant to the notices given, the undersigned has examined the documents relating to proposal requirements in order to be considered as the Watershed Management Consultant for the Cedar Lake Improvement Board and does hereby submit a proposal in accordance with this "Request for Qualifications & Proposals".

Submitted and signed this 15th Day of March , 2023.

Signature of person authorized to legally bind the company.

Signature: 

Printed Name: Mark S. Kieser

Title: Senior Scientist/Principal

ATTACHMENT A

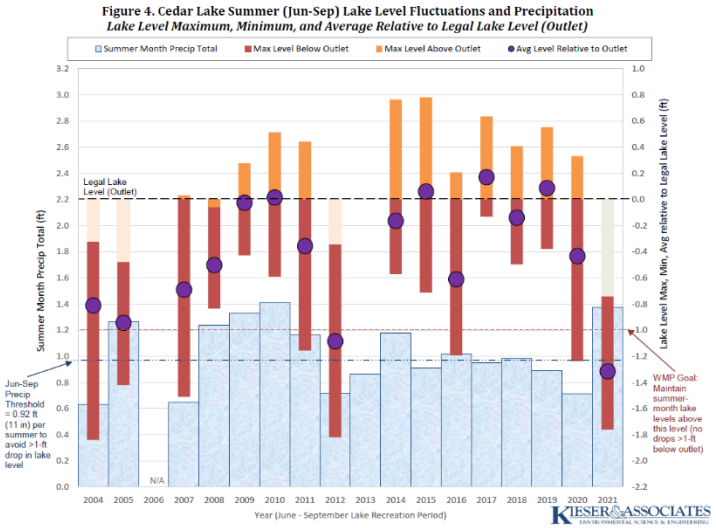
K&A Qualifications – Project Summarizing Highlighted RFQ Required Experience

CEDAR LAKE WATER LEVEL AND WATERSHED PLANNING ASSISTANCE, GREENBUSH, MI

Kieser & Associates (K&A) has been providing ongoing lake and watershed management consulting services to the Cedar Lake Improvement Board (CLIB) since 2005 to address local hydrologic and anthropogenic factors influencing lake level conditions. These have been problematically low during the summer recreational season. This five-mile long, 1,050-acre lake is on average, 5 feet deep with only a 3,000-acre watershed. Summer recreation season lake level declines of almost 2 feet in dry summers render the lake nearly unusable for recreation.

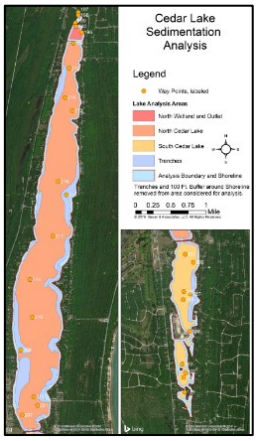


A multi-pronged watershed and lake management approach determined finite hydrological conditions driving lake levels. The small contributing drainage and historic road and drainage modifications were in large part, responsible for impairing summer conditions



during dry years. Drainage area enhancements and restoration of stream hydrology by K&A over the past five years have served as the most important and least-coast options to improve summer lake levels. These, along with long-term lake level monitoring and engineering studies have since culminated in defining other necessary lake level management approaches.

Because this glacial lake is naturally shallow, residents also expressed interest in dredging to enhance water depths. K&A assessed these options considering lake bathymetry, post-glacial sediment accumulation, and sediment quality. A key aspect of the dredging prospect was collection of bathymetric data. K&A conducted extensive sonar surveys of the lake to produce updated bathymetry and sediment removal maps based on sediment accumulation *(right)*.



Fundamentally, these detailed studies were necessary for visioning sound management options for Cedar Lake. To date, significant watershed hydraulic modifications have been completed, increasing natural inflows by an order of magnitude with elimination of equivalent watershed losses. Watershed hydrology improvement through creek restoration have also restored pike spawning habitat (26 acres of spring wetland inundation and stream passage). Simply lowering and enlarging another drainage culvert has connected another 600 acres of wetland discharge to the lake during summer rainstorms when lake levels are low. Projected benefits from K&A modeling forecasts are now being realized based on the extensive monitoring being conducted by K&A.



Contact:

Mr. Rex Vaughn
Cedar Lake Improvement Board
P.O. Box 53
Greenbush, Michigan 48738
810-516-6686

Project Costs:
$500,000 (K&A)

Project Duration:
August 2005 - present

Goldworth Valley Enhancement Project, Western Michigan University, Kalamazoo, MI

Fifty years after creating the original master plan to develop a stormwater management pond in Goldsworth Valley, OCBA was again selected by WMU to work in the Valley. A new



Valley Dining Center was being constructed adjacent to the stormwater management pond, which was overrun with algae due to decades of sediment and nutrient loading. OCBA partnered with K&A to develop a master plan to improve the water quality of the pond, increase the quality and quantity of native plant borders, and enhance the visual quality of the entire valley. For this project, OCB provided services for Master Planning, Design Development, Construction Documents, Bidding Assistance, Construction Administration and Project Management. Sandy Bliesener was the Principal in Charge/Designer while Katie Chase provided project design and drafting expertise. Mark Kieser provided project direction for K&A staff support for water quality improvements, DEQ permitting and native planting recommendations.

The $2.4M project included pond dredging, new stormwater outfall structures, and expansive bioretention areas provide improved water quality. A custom pedestrian bridge, sidewalks, and an updated picnic shelter that reflects the architectural character of the adjacent Valley Dining Center offer improved student activity areas. Removal of invasive species, enhancement of existing plantings and addition of new native plantings update the aesthetics of the valley. The primary construction period was April 2015-September 2016 with follow-up plantings and landscape improvements through 2017.

Beyond this GVP enhancement project, Mark Kieser has otherwise supported WMU continuously since 2000 as their MS4 consultant. Over the past two decades, Mark has overseen the K&A design and implementation of numerous green



infrastructure retrofit projects totaling $5M that now have WMU meeting and exceeding their MS4 TMDL phosphorus reduction goals across the 800-acre campus, while also mitigating what had been frequent flooding. John Jacobson has most recently provided the initial designs for green infrastructure enhancements for multi-million dollar capital improvement projects scheduled over the next five years. These early designs are the basis for a $0.5M Section 319 implementation grant proposal now under EGLE review.

This project is one 25 stormwater control projects that K&A has designed and implemented within the campus footprint since 2006. Collectively, these have significantly shifted area hydrology in Arcadia Creek, eliminating downstream urban flooding, and achieving and surpassing reduction goals associated with urban stormwater. This has also involved long-term water level and flow monitoring across numerous areas of the drainage area and downstream receiving waters.

Contact:

Peter Strazdas, Associate Vice President
Facilities Management, WMU - retired
Phone: (269) 207-7705
peter.strazdas@wmich.edu

Project Cost: $3.5M

Collective Project Duration: 2000 - present

RFP Development for Dredging the Fox River Impoundment and Portions of Tichigan Lake, WI

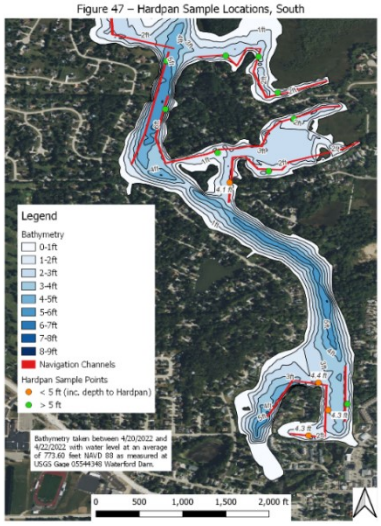
The Waterford Waterway Management District (WWMD) hired the consulting engineering team of Kieser & Associates and Geosyntec to develop project specifications and bid documents with for navigational and shoreline dredging in the Fox River Impoundment and portions of Tichigan Lake. K&A is serving as the team lead for engineering services, with Geosyntec providing technical support and expertise for quality assurance of K&A developed bid documents.



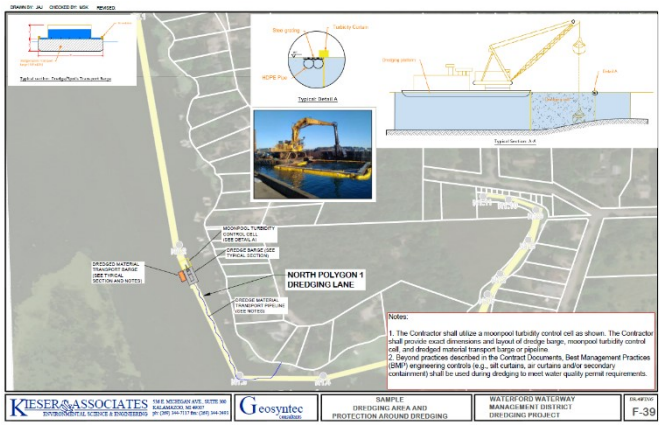
The WWMD is targeting dredging for navigation channels in this river run lake in southern Wisconsin that has suffered decades of sedimentation from an upstream, largely agricultural watershed. The volume of dredge materials is targeted at 150,000 cubic yards to be removed over 4 years. This includes more than 500 riparian owners and navigation paths on Tichigan Lake, Buena Lake, and the Fox River.

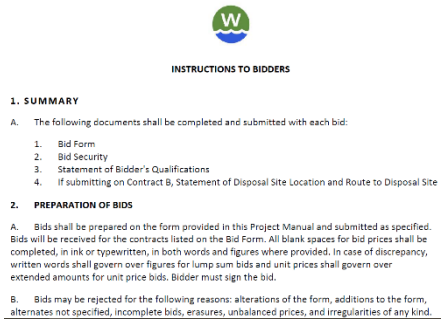
Based on WWMD needs, the team provided the engineering support necessary to develop full bid documents for the project. Our unique involvement beginning in 2022 was solicited after years of others previous failures to complete and then bid the comprehensive dredging project. The K&A Team was able to articulate in plans and specs, the unique challenges of dredging a navigational channel as well as sediment removal from riparian residential areas.

Figure 47 – Hardpan Sample Locations, South



To ensure bidders were well-informed of project requirements, K&A updated field conditions for targeted dredge areas with data collection on bathymetry and sediment thickness to hardpan. Geosyntec additionally provided sediment removal engineering guidelines for the project. Assessment also considered vegetation, protected species and fish impacts with dredging. Initial bidding received no responses with contractor feedback indicating the lack of a secured Wisconsin permit for the project left too much uncertainty for pricing. Developed by a third party before K&A project involvement, the state found the original permit submittal lacking. WWMD has since come back to K&A for additional engineering support to bridge gaps in permitting and site access issues as additional scope items to help advance the project. A new round of bidding is anticipated in early 2023.





INSTRUCTIONS TO BIDDERS

1. SUMMARY

A. The following documents shall be completed and submitted with each bid:

1. Bid Form
2. Bid Security
3. Statement of Bidder's Qualifications
4. If submitting on Contract B, Statement of Disposal Site Location and Route to Disposal Site

2. PREPARATION OF BIDS

A. Bids shall be prepared on the form provided in this Project Manual and submitted as specified. Bids will be received for the contracts listed on the Bid Form. All blank spaces for bid prices shall be completed, in ink or typewritten, in both words and figures where provided. In case of discrepancy, written words shall govern over figures for lump sum bids and unit prices shall govern over extended amounts for unit price bids. Bidder must sign the bid.

B. Bids may be rejected for the following reasons: alterations of the form, additions to the form, alternates not specified, incomplete bids, erasures, unbalanced prices, and irregularities of any kind.

Team support to WWMD highlighted the shortcomings of previous engineering efforts and is now paving the way for successful bidding and project implementation that has otherwise been delayed for years.

Contact:
Grant Horn, Commissioner ESR@waterfordwwmd.com
5826 N River Bay Road, Waterford, WI 53185

Project Costs:
$103,000 (K&A/Geosyntec)

Project Duration:
2022 – Present

Mona Lake Alum Treatment & WMP Updates, Muskegon County, MI

Mona Lake is a 702-acre waterbody in west Michigan near the community of Norton Shores. It is characterized as a drowned river mouth lake draining into Lake Michigan that has been impacted by nutrient-caused pollution for several decades. Problems with periodic algae blooms, including blue-green algae that can produce toxic microcystin, have persisted in Mona Lake. K&A sampling in 2017 revealed a number of days in summer months with microcystin concentrations that exceeded human health-related guidelines for recreational exposure.

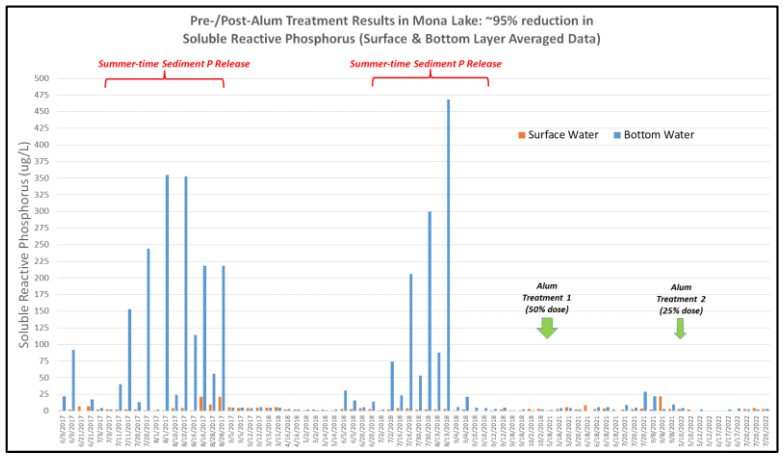
Recent research led by Michigan Technological University (MTU) supported by K&A water quality monitoring, built on previous studies by Grand Valley State University to characterize the relative importance of internal and external phosphorus loading on algal production and cultural eutrophication in the lake. Research indicated internal loads, specifically the release of soluble reactive phosphorus from anoxic lake sediments during summer stratification, is a major factor in fueling algal blooms and hypereutrophic conditions in Mona Lake. P-enriched bottom waters mix with low P surface waters through water currents induced by strong westerly winds during late summer months. These wind-driven currents entrain and then mix enriched bottom waters with surface waters. Blooms appeared to correspond to these enrichment events of surface waters.

Recognizing internal loading from sediments was a primary driver for algal blooms, K&A was asked by the Mona Lake Watershed Council (MLWC) to examine prevailing strategies for in-lake treatment options. K&A considered alum treatment and hypolimnetic aeration/circulation. Costs, logistics and projected effectiveness pointed to Alum. K&A proceeded to engineer a treatment approach, take it to bid and track implementation outcomes.

Table 1. Mona Lake sediment treatment project scenarios and costs.

In-Lake Restoration Option	Alum Lump Sum/ Aeration Capital Costs	18% K&A Engineering/ Permitting/ Monitoring/ Modeling	10-year O&M Costs	Line Item Totals	Annualized Costs (10 years)	Annualized $/acre
1. Alum						
HAB Aquatic Solutions						
73 acres	$ 146,000	$ 26,280	$ -	$ 172,280	$ 17,228	$ 236.00
316 acres	$ 632,000	$ 113,760	$ -	$ 745,760	$ 74,576	$ 236.00
2. Hypolimnetic Aeration (non-destratification)						
Ecosystems Consulting						
One Unit (up to 73 Acres)	$ 150,000	$ 35,100	$ 45,000	$ 230,100	$ 23,010	$ 315.21
Four Units (316 acres)	$ 600,000	$ 140,400	$ 180,000	$ 920,400	$ 92,040	$ 291.27
Canadian Pond						
Two Units (73 Acres)	$ 180,000	$ 54,000	$ 90,000	$ 324,000	$ 32,400	$ 443.84
Ten units (316 acres)	$ 900,000	$ 270,000	$ 450,000	$ 1,620,000	$ 162,000	$ 512.66
3. Aeration (destratification)						
General Environmental Systems						
73 acres	$ 225,000	$ 45,900	$ 30,000	$ 300,900	$ 30,090	$ 412.19
316 acres	$ 900,000	$ 183,600	$ 120,000	$ 1,203,600	$ 120,360	$ 380.89





With initial treatments conducted in 2021 and 2022, (and a final treatment in 2023), results of P suppression in bottom waters during summer months have been remarkable with no reports of blue-green algal blooms since the initial treatment. K&A comprehensive water quality monitoring has tracked this success.

The MLWC is now working to update their previous Watershed Management Plan to include new MTU data, alum outcomes and targets for continued improvements in watershed inputs to Mona Lake. K&A is supporting this endeavor with watershed and lake modeling, and continued monitoring.

Contact:

Don Trygstad, President
Mona Lake Watershed Council
Phone: (231) 206-6810
Don.Trygstad@RobbinswoodALC.com

Project Costs:
$300,000 (approx. to date)

Project Duration:
2017 – Present

FORT CUSTER LAKES ENHANCEMENT PROJECT

The Michigan Department of Natural Resources (MDNR) and Fort Custer Recreation Area (FCRA) engaged Kieser & Associates, LLC (K&A) to develop a FCRA lake management plan for controlling invasive aquatic plant species. Three Fort Custer lakes (Eagle Lake, Whitford/ Lawler Lake, and Jackson Hole Lake) were addressed in this three-year project. Funding was provided as part of the Natural Resources Damage Assessment from Enbridge compensation for injuries to the Kalamazoo River related to a 2010 oil pipeline spill.



Absent any other funding mechanism to manage this state-owned lake system, the objectives for the project included:

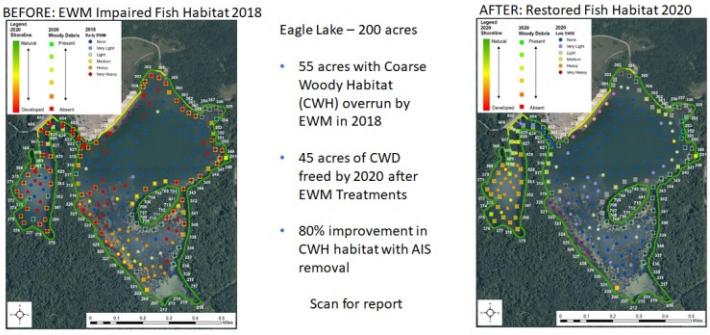
- Assessing the presence and density of aquatic invasive plants
- Developing an integrated, sustainable strategy to control aquatic invasive plant species
- Implementing this strategy
- Monitoring and assessing invasive aquatic plant presence and density during and after treatments
- Developing and implementing an outreach program for recreational users to prevent the spread of aquatic invasive species from and into the FCRA
- Designing and implementing a monitoring program to evaluate aquatic recreational use of all three lakes
- Assessment of fisheries habitat conditions

Biannual surveys of aquatic and shoreline vegetation, water quality testing, and updated depth maps were prepared by K&A with use advanced ecological assessment tools and metrics. Targeted aquatic and shoreline herbicide treatments were conducted in addition to the use of natural biological controls. Biocontrols will not eradicate a species, but rather provide a means of control to allow higher quality native species to compete with the targeted invasive species.

Biological controls included the use of *Galerucella sp*. beetles for purple loosestrife and *Euhrychiopsis lecontei* weevils for Eurasian watermilfoil. The *Galerucella sp*. beetle is an MDNR-approved treatment for purple loosestrife. The milfoil weevil is native to Michigan, though many lakes do not have weevil densities sufficient for effective biocontrol of Eurasian watermilfoil. K&A is rearing both of these species for biocontrol applications in the FCRA as well as other Michigan lakes.



In 2018, K&A initiated a range of in-lake studies to assess aquatic vegetation conditions, sediment and lake water quality. The primary areas of vegetation concerns particularly focused on the larger Eagle Lake. Extensive growths of EWM mapped in 2018 wholly overwhelmed a littoral zone with otherwise 55 acres of ideal fisheries habitat with extensive coarse woody debris. After three years of management, EWM coverage went from >50% coverage to less than 5% resulting in the recovery of 45 acres of optimal fisheries habitat.



The final plan for the FCRA documented successful management applications and forecasted management needs into the future.

Contact:
Jay Wesley
Lake Michigan Basin Coordinator, Fisheries Division
Michigan Department of Natural Resources
(616) 490-5090

Project Costs:
$340,000 (total)

Project Duration:
2018 – 2021

ATTACHMENT B

K&A Resumes for Staff Supporting the Cedar Lake Watershed Manager RFQ

Mark S. Kieser, Resume

- Senior Scientist/Principal
- Proposed Project Director for Cedar Lake

John Jacobson, Resume

- Senior Engineer
- Proposed Project Manager

Mike Foster, Resume

- Environmental Engineer
- Proposed Technical Support



MARK S. KIESER
SENIOR SCIENTIST / PRINCIPAL
Kieser & Associates, LLC

AREAS OF EXPERTISE: Surface Water Quality Assessment & Modeling, Non-point Source Pollution Assessment & Modeling, Lake and Watershed Management, Water Quality Trading, Environmental Markets, Ecological Modeling, Sediment-Water Interactions, Sediment Management

EDUCATION: - Master of Science, Biological Sciences (Emphasis: Water Resources)
Michigan Technological University, Houghton, Michigan (1988)
- Bachelor of Science, Biological Sciences (Emphasis: Aquatic Ecology)
Wittenberg University, Springfield, Ohio (1982)

SELECTED WATER RESOURCES MANAGEMENT EXPERIENCE:
- Assessment of Big Green Lake Phosphorus Loading Impacts and Technology Applications for Reducing the Metalimnetic Oxygen Minimum with Support for Broader Lake and Watershed Management Needs including Lake Circulation Modeling and CAPTure™ Filters for Ag: Green Lake Association, Green Lake, WI, 2021-present.
- Enhanced Treatment Technologies for Removal of P from Agricultural Runoff Treatment Systems with CAPTure™ Treatment in the Lower Fox-Wolf River: with University of WI-Milwaukee, USGS and Outagamie County; Funded by Fund for Lake Michigan, 2021-present.
- Development of Engineering Specifications for Dredging the Fox River Impoundment and Portions of Tichigan Lake: Waterford Waterway Management District, Waterford, WI, 2022-present.
- Watershed Modeling with SWAT to Support the Development of the Nutrient Assessment Reduction Plan (NARP) for the Lake County Government and the Des Plaines River: Des Plaines River Watershed Workgroup/Lake County, Libertyville, IL with Geosyntec, 2021-present.
- Technical Support for Advancing Regional-scale Stormwater Management in San Mateo County under a Regional Collaborative Program Framework: City/County Association of Governments of San Mateo County (C/CAG), CA with Geosyntec, 2021-present.
- Development of an Alternative Compliance Program for Contra Costa County MS4s and Developers for LID, PCBs/Hg Requirements in San Francisco Bay TMDLS: City of San Pablo, CA with Geosyntec, 2020-present.
- Lake Improvement Feasibility Report Study and Technical Assessment of Water Quality, Aquatic Vegetation, and Fisheries for Hiland Lake, Livingston County, MI, 2016, 2020-present.
- Sediment and Water Quality Monitoring Assessment for Mona Lake Alum Treatments with Engineering Design and Bid Specifications: Mona Lake Watershed Council, Norton Shores, MI, 2017-present.
- Long-term Lake Level Monitoring, Hydrology Assessment, Improvement Monitoring, AIS Management, Creek Flow/wetland Restoration and Sediment Mapping/Dredging Assessment on Cedar Lake, Oscoda, MI: Cedar Lake Improvement Board, September 2005-present.
- Comprehensive Monitoring, AIS Management, Fish Habitat Restoration and Long-range Planning for Fort Custer Recreation Area Lake Enhancements: Michigan DNR, U.S. Fish & Wildlife Service, and Natural Resources Damage Assessment Trustees, Augusta, MI, 2018-2021.
-Advancing Systematic and Fundamental Changes in Agricultural Water Resources Management with Edge-of-Field Monitoring to Assess Soil Health, P Recovery with Tile Drain Filters, and Circular Economies: $1.1M Grant from the Great Lakes Protection Fund, Evanston, IL, 2017-present.
- Development of a Basin-wide Nutrient Trading Program Approach for the DuPage River for Crediting Stream Restoration via Biological Scoring: DuPage River Salt Creek Workgroup, Naperville, IL, 2017-2021.
- Development of the Original EPA-approved Watershed Management Plan for the Ultra-urban Portage/Arcadia Creek Watershed (2006) with Approved Plan Updates (2018) and Multiple Stormwater Management System Retrofit Projects: Forum for Greater Kalamazoo, and Western Michigan University, Kalamazoo, MI, 2022-present.
- Comprehensive Morrow Lake Water Quality and Sediment Monitoring and Data Management for the Kalamazoo River TMDL CMI Project: Kalamazoo County Drain Commissioner, Kalamazoo, MI and Michigan Department of Environmental Quality, Lansing, MI through a Clean Michigan Initiative Grant, 2015.
- Technical Direction and Development of the EPA-approved Kalamazoo River Watershed Management Plan including Phosphorus TMDL Compliance Scenarios for MS4 build-outs: Kalamazoo River Watershed Council, Kalamazoo, MI, 2009-2011.

JOHN JACOBSON, P.E.
SENIOR ENGINEER
Kieser & Associates, LLC

AREAS OF EXPERTISE: Engineering design and permitting, hydraulics and hydrology, stormwater retrofits, grading and drainage, infrastructure roads and utilities, water and wastewater infrastructure, groundwater discharge permitting, civil/structural design, water/sanitary pipelines and pumping stations

EDUCATION:
- Masters of Management, Aquinas College, East Grand Rapids, MI. 2000.
- Bachelor of Science, Civil Engineering, University of Wisconsin, Platteville, WI. 1990.

PROFESSIONAL CERTIFICATIONS AND LICENSES:
- Licensed Professional Engineer, State of Michigan, USA; ID No. 6201041537
- Licensed Civil Engineer, State of California, USA; Certificate No. C43999
- Registered with the Saudi Council of Engineers, Saudi Arabia: No 100053
- Certified Natural Shoreline Professional. Michigan Natural Shoreline Partnership. 2019-present

SELECTED EXPERIENCE:
- Design Engineer Providing Lake Level Monitoring, Planning, Permitting and Augmentation, Stream/wetland Restoration, Groundwater Monitoring and Planning for Cedar Lake, Oscoda and Alcona Counties, MI: Cedar Lake Improvement Board, Greenbush Township, MI, 2018-present.
- Design Engineer for Mona Lake (Muskegon County, Michigan) In-lake Treatment Option Assessment and Ongoing Engineering Services for Permitting, Treatment Design Specifications, Cost Estimation, Project Coordination, and Bidding for Alum Treatments: Mona Lake Watershed Council, Norton Shores, Michigan, 2018-present.
- Natural Shoreline Design Assessment for Crooked Lake Under Fluctuating Water Levels: Private Client, Berrien County, MI, 2021- 2022.
- Natural Shoreline Design and Implementation for a High Energy Shoreline: Private Client, Kent County, MI, 2021-present.
- Development of Engineering Specifications for Dredging the Fox River Impoundment and Portions of Tichigan Lake: Waterford Waterway Management District, Waterford, WI, 2022-present.
- Design Engineer for Ramona Park Beach Expansion Project, Providing Permitting, Bidding and Implementation as well as Related Wetland Delineation: City of Portage, Michigan, 2019-2020.
- Design Engineer for Natural Shoreline Design, Permitting, and Implementation for High Wave Energy Conditions on Emerald Lake, Newaygo, MI: Private client, March 2019-present.
- Design Engineer for Wastewater Process Monitoring, Groundwater Discharge Monitoring, and Hydrogeological Investigations Related to Permit Compliance for Honee Bear Canning, Inc., Lawton, MI: 2018-present.
- Engineering Design Support for Goldsworth Valley Pond including Review and Analysis of Maintenance Options, Water Quality & Water Level Monitoring Data for Western Michigan University: Kalamazoo, MI, 2018-present.
- Engineering Design for Asylum Lake Stormwater Treatment including Review of Water Quality Data and Response Planning, and Permitting: Asylum Lake Policy and Management Council through Western Michigan University, Kalamazoo, MI, 2018-present.
- Engineering review of EPA-approved Portage-Arcadia Watershed Management Plan (WMP) for Portage-Arcadia WMP Steering Committee: WMU, Kalamazoo, MI, 2018.
- Engineering for erosion control permit including site review, plan review and modifications and permit oversight for agricultural site development for Mayflower Dairy: Van Buren County, Michigan, 2018.
- Design Engineer for Regional Stormwater Wetlands and Trailways Facility, Portage, Michigan, including Stream Restoration and Rerouting as part of a Regional Stormwater Treatment System for Consolidated Drain # 1: City of Portage, MI, 1999-2002.



MICHAEL E. FOSTER
ENVIRONMENTAL ENGINEER
Kieser & Associates, LLC

AREAS OF EXPERTISE: Surface Water Quality Modeling, Watershed and Agricultural Modeling, Stormwater Modeling and Management, Model Development, Computer Programming, Desktop/mobile Application Development, Database Development and Management

EDUCATION:

- Master of Science, Environmental Engineering Science
Michigan Technological University, Houghton, Michigan (2020)
- Bachelor of Science, Forest Resource Management
Michigan Technological University, Houghton, Michigan (2011)

SELECTED EXPERIENCE:

- Hydraulics Modeling of Headwater Stream Courses for Engineering Design Considerations on Placement of Instream Grade Structures to Improve Water Quantity, Enhance Groundwater Recharge and Improve Water Level in Cedar Lake: Cedar Lake Improvement Board, Oscoda, MI, 2018-present.
- Bathymetric Map and Metrics Development for Describing Aquatic Plant Conditions and Development of Database with Graphic User Interface for Understanding Data from Aquatic Vegetation Surveys and Invasive Species Monitoring for the LakeScan Comprehensive System of Lake Management: Aquest Corporation and 18 Contracted LakeScan Lakes across Eight Counties in Lower Michigan, 2018-present.
- Aquatic Ecosystem Model (AEM3D) of Mona Lake, Michigan, in order to assess the effectiveness of alum applications and whether further applications will be required in additional regions of the lake. Mona Lake Watershed Council, 2022.
- Development of AIS Lake Management Plans for the Gun Lake Tribal Lakes (Allegan County, MI) Including Assessment of Shoreline and Lake Habitat Conditions for Fisheries Management: Gun Lake Tribe with GLRI Funds through the USFWS, 2022.
- Soil & Water Assessment Tool (SWAT) Model of the Upper Des Plaines River Watershed to Estimate Hydrologic and Nutrient Loading Conditions to Assess Impacts of Water Treatment Facilities on River Water Quality. Des Plaines River Watershed Workgroup on behalf of Geosyntec, 2020-present.
- Aquatic Ecosystem Model (AEM3D) of Big Green Lake, Wisconsin, in order to model circulation patterns within the lake and assess the fate of nutrient loading from tributaries and efficacy of conservation practices in different regions of the watershed. Green Lake Association, 2021-2022.
- Hydrologic and Water Quality System (HAWQS) to Estimate Stormwater Volume and Sediment Loads for the St. Joseph River Watershed (MI/IN) for Assessing Potential Impacts and Water Quality Benefits of Agricultural Best Management Practice (BMP) Implementation for Innovative Drain Apportionment Based on Land Uses: $1.1M Grant from the Great Lakes Protection Fund, Evanston, IL, 2020-2021.
- MODFLOW groundwater modeling of Cedar Lake, MI watershed in order to assess the impact of watershed modifications installed in previous years. Cedar Lake Improvement Board, 2020.
- Modeling and Quantification Methodology Development based on Soil & Water Assessment Tool (SWAT) Elements to Address Potential Benefits of Conservation Practices in the Peruvian Andes for Water Quality and Quantity including Sediment Loading and Water Retention (with web-based app development): USAID funding through Forest Trends, Washington, DC, 2019-2020.
- Analysis of and Reporting on Water Quality and Biotic Monitoring Data for Eagle Lake, for "Strategic Native Vegetation Plantings to Mitigate Septic Loads and Create Nearshore Habitat": Midwest Glacial Lakes Fish Habitat Partnership, Paw Paw, MI, 2018-2020.
- Modeling Stormwater Loads Including Total Phosphorus and Sediment to Local Surface Waters to Assess Potential for Water Quality Improvements for the Gun Lake Tribe: Dorr, MI 2018-2019.

CONTRACT AGREEMENT

This is a Contract Agreement (the "AGREEMENT"), by and between the CEDAR LAKE IMPROVEMENT BOARD, a Michigan Statutory Lake Board, whose mailing address is PO Box 53, Greenbush, MI 48738, hereinafter referred to as the "CLIB", and SOLitude Lake Management, LLC, a whose address is 3390 N State Road, Suite D Davison, MI 48423, hereinafter referred to as "CONTRACTOR".

SCOPE OF WORK

1. CONTRACTOR shall be responsible for aquatic plant herbicide treatments on Cedar Lake, located in Alcona and Iosco Counties, Greenbush and Oscoda Townships, State of Michigan. CONTRACTOR shall comply with all bidding requirements as set forth in a document generally referred to as "CEDAR LAKE IMPROVEMENT BOARD REQUEST FOR QUALIFICATIONS AND BIDS for AQUATIC PLANT HERBICIDE TREATMENTS OF CEDAR LAKE IOSCO COUNTY & ALCONA COUNTY MICHIGAN INVITATION FOR BIDS attached hereto as Exhibit "A". Further, the scope of work must include all items as set forth in the Request for Bids (RFB) under the headings "Instructions to Bidders" and "Bidder Requirements and Work Specifications" and shall also include the application as generally set forth in CONTRACTOR'S proposal in response to the RFB, attached hereto as Exhibit "B". Special emphasis is placed on Paragraph 12 of the Work Specifications in the RFB concerning the type of watercraft to utilized for direct injection of herbicides well below the surface of the water. The CLIB requires that the applicator utilize an airboat equipped with a "spike" system for direct injection of herbicides below the surface of the water where required by the Lake Manager. No other substitute will be accepted.

CONSIDERATION

2. CONTRACTOR shall receive payment from CLIB as consideration for the services as contemplated in this Agreement. Upon the completion of each service or lake

treatment, the Contractor shall submit to the CLIB and the Lake Manager a detailed invoice immediately following each treatment or other service. The Lake Manager will review, approve, and forward the invoice to the CLIB for formal approval and payment. The amount invoiced for each service or treatment will be priced according to the Contractor Bid Form Worksheets included in Appendix A, Parts 1 through 6, of the responsive bid on behalf of the CONTRACTOR. For each application event, the Lake Manager will specify the location and acreage, and the consensus decision of the management team including the application CONTRACTOR on the chemicals to be used and the application rate per acre will be made. The CONTRACTOR agrees that the unit prices named in the Contractor Bid Form Worksheets will be used and invoice amounts will be calculated based upon unit volume or weight, application rate per acre, and total acres treated.

TERM OF AGREEMENT

3. The term of this Agreement shall commence at the time in which this Agreement is signed by both parties hereto and shall continue for one (1) year and until completion of the above stated Scope of Work is performed on behalf of CONTRACTOR. However, this Agreement may be terminated without cause, by any party hereto, upon ninety (90) days written notice to the other party at the addresses as provided for herein. In the event this Agreement is terminated, pro-rated compensation will be paid to the CONTRACTOR for services performed to the date of termination.

CONTRACT DOCUMENTS

4. The documents which form the basis for this contractual understanding between CLIB and CONTRACTOR are as follows:

A. This Agreement.

B. The Invitation for Bids (Exhibit A).

C. The responsive bid on behalf of the CONTRACTOR (Exhibit B).

STANDARD OF PERFORMANCE

5. CONTRACTOR does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.

INSURANCE

6. CONTRACTOR is agreeing to assume the responsibility for the job as described above and herein, and shall maintain at or above the minimum following insurance coverage:

> The Contractor shall furnish at their own expense insurance coverage including worker's compensation, general liability, and pollution liability. Coverages must be at or above the minimum amount of $1,000,000 for each occurrence of bodily injury, at or above the minimum $1,000,000 for each occurrence of property damage, and at or above the minimum $1,000,000 for each occurrence of pollution. Said general liability insurance shall include evidence that Contractor's general liability insurance policy will cover Contractor's liability, as it relates to the application of herbicides and pesticides. The general liability insurance obtained must name the CLIB as additionally insured. Certificates of the insurance coverage shall be delivered to the CLIB within 10 days of award of the Contract. These certificates shall clearly indicate that the provisions of the applicable policy comply with the above requirements. If the policies confirmed by these certificates will expire prior to the termination of this contract, certificates for renewals must be delivered to the CLIB not less than 10 days prior to the expiration date. Failure to provide certificates of the required insurances will void the Contract awarded by the CLIB

GENERAL TERMS AND CONDITIONS

7. Indemnification by the CONTRACTOR: The CONTRACTOR shall

indemnify, protect and hold the CLIB, its employees and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) or other liability or loss, including, accidents, injury, death, or damages to any person or property, related in any way to the performance of this Agreement that result from accidental acts, negligent acts, errors or omissions, or the willful misconduct of the CONTRACTOR'S personnel or equipment. This provision shall survive the termination of this Agreement.

8. Independent Contractor. The CONTRACTOR acknowledges and agrees that it is an independent contractor and is not an employee of the CLIB. As such, the CONTRACTOR shall not be entitled to participate in any fringe benefit programs adopted by the CLIB, nor will the CONTRACTOR be reimbursed for any expenses incurred. The CONTRACTOR shall be responsible for paying all of its own taxes on monies received for providing services under this Agreement.

9. Modifications. Any modifications to this Agreement or additional obligations assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.

10. Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement.

11. Binding Parties. The statements herein shall bind all heirs, successors, and assigns of both parties.

12. Survival. These conditions shall survive the completion of the CONTRACTOR'S services on this project and the termination of services for any cause.

13. Governing Law. The services provided by this Agreement will be performed and the Agreement shall be deemed to have been made in Alcona County, Michigan. It is acknowledged that this Agreement was entered into, and services are to be provided in Alcona County & Iosco County by both parties hereto. The CONTRACTOR conducts business activities in Alcona County & Iosco County, and has responded to an advertisement, and has submitted a bid for this work, in Alcona County & Iosco County. Based upon this, and to the extent possible, both parties consent to the jurisdiction of Alcona County, State of Michigan.

14. Severability. If any provision of this Agreement is deemed to be invalid, it shall not affect the other remaining valid provisions hereof.

15. Notices. Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this Agreement.

16. Incorporation of Agreements. This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.

17. Assignability. Any rights provided for in this Agreement, to any party hereto, are not assignable.

18. Conflict of Documents. Any conflict between the terms of any of the contract documents shall be resolved as follows: First, the terms of this Agreement shall prevail over any other document. Second, when this Agreement document is not involved, then the next document to be given priority is in fact the RFB. Third, the documents CONTRACTOR submitted to CLIB, being its response to the aforementioned RFB, shall be given priority.

19. Anti-Discrimination. The CONTRACTOR shall comply with all state and federal Anti-discrimination laws and shall use the leased premises in a nondiscriminatory manner to the end that no person, on the ground of race, color, religion, sex, age, handicap, disability, or national origin, shall be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

20. No Joint Venture. Nothing contained in the contract documents will make, or will be construed to make, the parties hereto partners or joint venturers with each other. Neither will anything in these contact documents render, or be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

21. Failure of CLIB to Insist on Compliance. The failure of CLIB to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of CLIB to insist on the future performance of any such terms covenants, or conditions, but the obligations of the CONTRACTOR with respect to

such future performance shall continue in full force and effect.

Cedar Lake Improvement Board

Dated: 5/8/2023

By: Rex Vaughn
Its: Chairman

~~SOLitude, INC.~~: Solitude Lake Management, LLC

Dated: 05/08/2023

By: Trina L. Duncan
Its: Business Manager

Exhibit A

CEDAR LAKE IMPROVEMENT BOARD
REQUEST FOR QUALIFICATIONS AND BIDS
for
AQUATIC PLANT HERBICIDE TREATMENTS
OF CEDAR LAKE
IOSCO COUNTY & ALCONA COUNTY
MICHIGAN

INVITATION FOR BIDS

The Cedar Lake Improvement Board is accepting sealed bids for aquatic plant herbicide treatments on Cedar Lake in Iosco and Alcona Counties in the State of Michigan for the year 2023.

Sealed bids shall be submitted to:

2023 Aquatic Herbicide Treatment Program
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Sealed bids must arrive by US Mail before 5:00 PM on Friday, March 17, 2023. Emailed bids and bids received after the deadline will not be considered.

For questions please contact:

Rex Vaughn
CLIB Chairman
Email (preferred): rvaughn@tir.com
Mobile: 810-516-6686

General Information for the Bidder

1. Cedar Lake is located in T.23N.-R.9E., Sections 15, 10, and 3 of Oscoda Township in Iosco County and T.25N.-R.9E., Sections 34, 27, and 22 of Greenbush Township in Alcona County in the State of Michigan. The lake is 1,075 acres in size. Annual treatment areas generally are less than 200 acres per year. Cedar Lake retains an independent professional limnologist Lake Manager who will direct, specify, and approve all treatment plans for Cedar Lake.
2. The following definitions will be used throughout this document:
    a. The Lake: Cedar Lake.
    b. The Board: Cedar Lake Improvement Board (aka CLIB).
    c. The Lake Manager: Professional limnologist retained by the Board.
    d. The Contractor: The entity that is awarded a contract by the Board.
    e. The Contract: The resulting agreement between the Board and the Contractor based on this bidding process.
    f. EGLE: State of Michigan Department of Environment, Great Lakes, and Energy.

Instructions to the Bidder

1. The bidder shall examine the specifications and related documents attached and fully examine the Lake to familiarize themselves with all site conditions. The bidder shall make all necessary investigations to thoroughly inform themselves regarding past and present lake conditions including the EGLE Permits issued to previous Contractors using the EGLE MiEnviro Portal, Waterbody: WB-2127.

2. The bidder will also examine all lake treatment LakeScan™ Reports posted on the Board web site:

https://cedarlakewmp.net/aquatic-plant-management

3. No plea for ignorance of existing conditions shall be accepted. Failure or omission of any bidder to examine these documents or become acquainted with existing conditions shall in no way relieve them from any obligation with respect to their bid or any resulting contract.

4. The CLIB assumes no responsibility or liability for any costs incurred by the contractor prior to signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of any contract resulting from this RFP.

5. If a bidder finds omissions or discrepancies in the bid documents, they shall immediately notify the CLIB so that the CLIB can issue an addendum to all bidders.

6. Sealed bids must be submitted on the bid forms provided in this packet. All bid amounts must be shown as figures and written in ink or typewritten together with all other data as required and shall be legally signed with the complete address of the bidder.

7. The bid amounts shall be all inclusive and there shall be no additional charges. The prices named shall include all taxes in effect on the bid date. The bidder has included all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

8. The bid form must be fully completed and executed when submitted. Incomplete bids will not be considered.

9. Each bidder shall complete the Bidder Résumé and submit it with their Bid Form.

10. Each bid must be submitted in a sealed envelope bearing the following information clearly marked on the outside “Cedar Lake Aquatic Treatment Sealed Bid – Do Not Open Until 10 AM on March 20, 2023, at the CLIB Public Meeting”.

11. Bids may be withdrawn prior to the stated deadline. Modification of bids in writing will be considered if received prior to the deadline. Once the deadline has lapsed, bids shall remain firm for 90 days, within which the contract shall be awarded.

12. Bids shall be evaluated upon cost and experience of the bidder. The CLIB reserves the right to accept or reject any and all bids, to waive any bid irregularities that may be in the best

interest of the CLIB, and to negotiate a contract that will best meet the needs of the CLIB and its lake residents.

13. Awards will be made to the lowest responsive and acceptable offer or as judged by the CLIB. The CLIB may modify this request for proposals at its sole and exclusive discretion by addendum.

14. Acceptance of a proposal does not constitute a contract. Subsequently discovered information or circumstances may prompt the CLIB to rescind acceptance of any proposal after it has been accepted, but before the CLIB has taken action to authorize the contract to be signed. The CLIB reserves the right to rescind its acceptance of a proposal by adopting an appropriate resolution authorizing signature on a contract. At no time has a contract been formed until the CLIB has so acted and the contracts signed by the authorized individuals.

15. By signing and submitting the bid forms, the bidder affirms that their proposal is a free, independent, and legitimate proposal and that they have not engaged in any collusive practices that would have discouraged others to bid or influenced the terms of this proposal or of any others. Any evidence of collusion among the bidders, or any prospective bidders, shall be grounds for disqualification of a bidder and the voiding of any resulting contract.

16. Submitted bids shall become property of the CLIB. Any and all documents produced under the terms of any resulting agreements shall remain property of the CLIB and shall be provided upon request.

Bidder Requirements

1. The Contractor must have a Pesticide Application Business License from the Michigan Department of Agriculture and Rural Development in Category 5 (Aquatic Pest Management).

2. All persons employed and utilized for treatments on the Lake must be Certified Commercial Applicators in Category 5 (Aquatic Pest Management) by the Michigan Department of Agriculture and Rural Development.

3. The Contractor must be able to obtain aquatic nuisance control permits from EGLE.

4. The Contractor shall furnish at their own expense insurance coverage including worker's compensation, general liability, and pollution liability. Coverages must be for the minimum amount of $1,000,000 for each occurrence of bodily injury, minimum $1,000,000 for each occurrence of property damage, and minimum $1,000,000 for each occurrence of pollution. Said general liability insurance shall include evidence that Contractor's general liability insurance policy will cover Contractor's liability, as it relates to the application of herbicides and pesticides. The general liability insurance obtained must name the CLIB as additionally insured. Certificates of the insurance coverage shall be delivered to the CLIB within 10 days of award of the Contract. These certificates shall clearly indicate that the provisions of the applicable policy comply with the above requirements. If the policies confirmed by these certificates will expire prior to the termination of this contract, certificates for renewals must be delivered to the CLIB not less than 10 days prior to the expiration date. Failure to provide certificates of the required insurances will void the Contract awarded by the CLIB.

Work Specifications

1. The Contract shall be binding on the parties and their successors and assigns; however, the Contractor shall not assign, subcontract, or otherwise transfer the work described and contracted herein without the express prior written consent of the CLIB and the Lake Manager. A violation of this term shall be considered a materials breach of the Contract.

2. The predominant aquatic invasive plants found in Cedar Lake have been Eurasian Water Milfoil, Curly-Leaf Pondweed, and Starry Stonewort (minor). Nuisance plants include variations of Naiad, Elodea, Wild Celery, Native Pondweeds, Chara, and others as described in the LakeScan™ Reports posted on the Board web site (review of the LakeScan™ Reports by the contractor is considered mandatory.

3. Pursuant to provisions of Part 33, Aquatic Nuisance Control, of P.A. 451 of 1994 (the Natural Resources and Environmental Protection Act), as amended, the Contractor will secure a permit from EGLE prior to any herbicide applications to the Lake. The permit application, in its entirety, shall be submitted to EGLE and to the CLIB within 10 working days of award of the Contract.

4. The Contractor shall be responsible for all statutory notifications and postings. Copies of all notifications, postings, and mailings related to this project shall be provided to the Lake Manager and the CLIB for review and approval prior to distribution. No advertising for additional services offered by the Contractor to individual lakefront property owners will be allowed on any of the notifications or postings.

5. Areas and the number of acres to be treated will be specified in writing by the Lake Manager utilizing LakeScan™ AROS maps with GPS reference to MeasureMap Pro for on-water use (https://blueblinkone.com/apps.html). The Contractor shall coordinate their activities directly with the Lake Manager.

6. The intent of any resulting contract is to obtain clean, safe, proper, effective, and thoroughly professional undertaking of lake services. The successful bidder shall be competent, courteous, and orderly while on the job.

7. The Contractor shall only make professional visits and herbicide treatments to the Lake when authorized and as directed by the Lake Manager. Those visits include, but are not limited to, an annual pre-season on-water full lake survey with a CLIB representative, the Lake Manager, and the Contractor prior to Memorial Day.

8. The Contractor must schedule treatments to not restrict recreational water use (e.g. swimming, fishing) on Fridays, Saturdays, Sundays, Memorial Day, July 4th, Labor Day, or other special occasions as determined by the CLIB.

9. The Contractor must follow EGLE restrictions on the use of copper-based products during May and June. These restrictions will be listed in the EGLE Permit.

10. The Contractor must thoroughly wash all boats, motors, trailers, and herbicide equipment and ensure it is free of plant fragments and zebra mussels before launching into Cedar Lake.

10. All herbicides, algicides, adjuvants, and shade products applied to the Lake must be approved by EGLE. These products must be stored, transported, handled, and applied in a manner consistent with state regulations and manufacturer labels.

11. Treatments will be designed by the Lake Manager, approved by the CLIB, and executed by the Contractor in the timeframe specified by the Lake Manager. If there is not adequate die-back of treated plants, the Contractor, at the Lake Manager's discretion, may be required to re-treat these plants at no additional cost to the CLIB.

12. There are several areas on Cedar Lake that will require the Contractor to deploy an application method that directly injects herbicides well below the surface of the lake while the watercraft is in motion. The watercraft utilized by the Contractor must be equipped with such a system, and the system must be approved by the Lake Manager. A description of the sub-surface injection system method utilized by the Contractor must be included in the Bid Form. Lack of such a direct injection system will result in disqualification of the bid.

13. If a fluridone treatment is required, the Lake Manager will be responsible for the Lake Management Plan. The Lake Manager will be responsible for collecting and shipping residue samples. The Contractor will be reimbursed for shipping costs, lab fees, and time at the Lake. The results of residue monitoring shall be faxed or e-mailed to the Contractor within 10 working days of sample date.

14. If residue samples for the use of Triclopyr or 2,4-D are required by the EGLE Permit, the Lake Manager will determine the number and location of residue samples. The Lake Manager will be responsible for collecting and shipping residue samples. The Contractor will assist the Lake Manager in collecting the samples and will be reimbursed for shipping costs, lab fees, and time at the Lake. The results of residue monitoring shall be faxed or e-mailed to the Contractor within 5 working days of sample date.

15. Upon the completion of work, the Contractor shall submit to the CLIB and the Lake Manager a detailed invoice immediately following each treatment or other service. The Lake Manager will review, approve, and forward the invoice to the CLIB for formal approval and payment.

BID FORM

BID DATE: _____, 2023

BID TO: Cedar Lake Aquatic Herbicide Bid

Cedar Lake Improvement Board

PO Box 53

Greenbush, MI 48738

The undersigned bidder hereby declares that this bid is made in good faith and without fraud or collusion with any other bidder or any competitor.

The bidder has carefully read, examined, and understands the General Information, Instructions, Requirements, and Specifications for the proposed work. The bidder has investigated the lake and its condition to determine the character and difficulties attending the execution of the proposed work.

The bidder understands that the acreages listed are approximate and subject to change based upon lake surveys performed by the Lake Manager. For each application event, the Lake Manager will specify the location, acreage, chemicals to be used, and the application rate per acre. The bidder agrees that the unit prices named will be used and invoice amounts will be calculated based upon unit volume or weight, application rate per acre, and total acres treated.

All work described in the bid specifications and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form. The CLIB assumes no responsibility or liability for any costs incurred by the Contractor prior to the signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of the Contract resulting from this bid document.

The undersigned agrees that this bid shall be good for 90 calendar days after the scheduled closing time for receiving bids. Within that timeframe, the CLIB shall provide a written Notice of Award to the successful bidder. Upon receipt of a written Notice of Award, the bidder shall enter into a formal contract with the CLIB incorporating the content and spirit of the bid specifications. Within 10 days of the Notice of Award, the Contractor shall deliver the required certificates of insurance described in the “Bidder Requirements”. In

the event the contract and certificates of insurance are not provided within the time set the CLIB reserves the right to void the Notice of Award and the Contract.

The bidder understands the CLIB reserves the rights to reject any or all bids, to waive any irregularities in the bidding, and to award the contract to other than the low bidder.

The bidder proposes and agrees, upon acceptance of the bid, to contract with the CLIB, incorporating the content and spirit of the bid specifications. The bidder will provide all necessary equipment, products, personnel, and transportation necessary to execute the work referred to in this invitation to bid. Furthermore, the bidder agrees to perform all work in the manner and time prescribed and according to the requirements of the CLIB.

The undersigned, having familiarized themselves with the Instructions to Bidders and the Work Specifications, hereby proposes to perform everything required and to provide and furnish all of the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for aquatic herbicide treatments of Cedar Lake in a workmanlike manner, all in accordance with the specifications, and at prices as listed in the worksheets located in Appendix A.

The undersigned, by execution of this document, certifies that he/she is the representative of the firm named as the bidder and that he/she is authorized to execute this bid on behalf of the said firm.

SIGNATURE: _____

NAME: _____

(Printed)

TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

_____

_____

TELEPHONE: _____

FAX: _____

E-MAIL _____

DATE: _____

Bidder Résumé

In order to expedite the award of this contract, the bidder is required to provide the following information to demonstrate prior experience with similar work to that described on Cedar Lake.

Bidder: _____Company Name)

A. Please provide a list of applicators employed by your company and their respective dates of certification by the Michigan Department of Agriculture.

B. In 2022, how many lakes in the various size categories listed below did you treat with herbicides?

- 100 to 500 Acres: _____Lakes
- >500 Acres: _____Lakes

C. Please list on a separate sheet all of the equipment to be utilized for the herbicide treatments at Cedar Lake. Include a complete description of the sub-surface injection system method used to comply with Work Specifications, Paragraph 12.

D. Please provide a maximum of three references of previous work. For each project, provide a contact person with phone number and include:

- Lake Name
- County
- Surface Acreage
- Treatment Area Acreage
- Target Plants
- Herbicides Applied

SIGNATURE: _____DATE_____

NAME : _____

(Printed)

TITLE: _____

Appendix A

Contractor Bid Form Worksheets

Contractor to complete all following worksheets in their entirety and return all sheets with their bid.

Contractor Bid Form Worksheets
Table of Contents
Note: All Checked Items Require Completion

Part 1: Permit Fees, Notifications, Site Reviews and Other Associated Services

S1 √ Permit Fees
Permit Application Fees, Pass-Through Permit Costs

S2 √ Riparian Notifications and Communications (Required)
√ All costs required by permits or additional notifications

S3 √ Mobilization Fees (optional, may be no charge)
Costs to arrive at site

S4 √ Public Meetings (optional, may be no charge)
Q&A sessions and formal presentations

S4 √ On-Site Lake Condition Review (optional, may be no charge)
Attended by members of management team

Part 2: Improvement Agent Application

A1 √ Cost to Apply Liquids Less Than 5 Acres

A2 √ Cost to Apply Liquids More Than 5 Acres

A3 √ Cost to Apply Wettable Powders and Slurries Less Than 5 Acres

A4 √ Cost to Apply Wettable Powders and Slurries More Than 5 Acres

A5 √ Cost to Apply Granules Less Than 5 Acres

A6 √ Cost to Apply Granules More Than 5 Acres

Part 3: Liquid Materials Cost Per Unit Volume Including Applicable Taxes and Surcharges

L1 Bispyribac

L2 √ Carfentrazone

L3 √ Copper Sulfate Liquid

L4 √ Copper Chelate + Phosphorus Binder

L5 √ Copper Chelate Ethanolamine

L6 √ Copper Chelate Emulsified Ethanolamine

L7 √ Copper Chelate Ethylenediamine

L8 √ Copper Hydroxide

L9 Copper Citrate Gluconate

L10 √ Diquat Dibromide

L11 √ Diquat Combo (i.e. + Endothall)

L12 √ Endothall Potassium Salt

L13 √ Endothall Amine

L14 √ Fluroxypyr

L15 Fluridone Liquids

L16 √ Flumioxazin Liquid

L17 √ Florpyrauxifen-benzyl

L18 √ Glyphosate

L19 √ Imazamox

L20 √ Imazapyr

L21 Penoxsulam

L22 Quinclorac

L23 Topramazone

L24 Trifloxysulfuron

L25 √ Triclopyr, amine

L26 Triclopyr Acld

L27 √ 2,4-D, amine

L28 √ 2,4-D Amine & Flumioxizin

Contractor Bid Form Worksheets
Table of Contents
Note: All Checked Items Require Completion

Part 4: Cost of Granular Materials Per Pound Including Applicable Taxes and Surcharges

G1	√	2,4-D, amine
G2	√	2,4-D Amine & Flumioxizin
G3	√	Endothall, Potassium Salt
G4	√	Endothall, Amine
G5	√	Fluridone
G6	√	Triclopyr Triethylamine Salt
G7	√	2,4-D Amine
G8	√	2,4-D Amine & Triclopyr
G9	√	2,4-D BEE, granular
G10		2,4-D IOE

Part 5: Cost of Wettable Powders or Slurried Materials Per Pound Including Applicable Taxes and Surcharges

D1	√	Copper Sulfate
D2	√	Copper Chelate Herbicide
D3	√	Copper Chelate Algaecide
D4	√	Flumioxazin
D5		Hydrogen Peroxide

Part 6: Chemical and Biological Adjuvants Including Applicable Taxes and Surcharges

		Activators
J11	√	D-Limonine
J12	√	Pine
J13	√	Proteins
		Sinking and Sticking Agents (Polylmers and Emergent Plant Control Enhancements)
J21	√	Liquid Adjuvant
J22	√	Wettable / Powder Adjuvant
		Inverts
J31		Liquid Invert Agent

Contractor Bid Form Worksheets
Note: All Checked Items on TOC Require Completion

Part 1: Permit Fees, Notifications, Site Reviews and Other Associated Services

Service Description		Cost $US
S1 Permit Fees		
	Pesticide Application Permit Fees	
	Launch Fees	
Other Permit Fees		
S2 Riparian Notifications and Communications		Cost $US
	MI EGLE Required 7-Day Notice (include postage)	
	Notification of Other Entities or Agencies Required by Permit	
	Day of Intervention Treatment Area Posting	
	Day of Intervention Whole Lake Shoreline Posting	
	Days Before Intervention Treatment Area Posting	
	Day Before Intervention, Whole Lake Shoreline Posting	
S3 Mobilization Fees		Cost $US
	For Less Than 5 Intervention Acres	
	For Greater than 5 Intervention Acres	
S4 Public Meetings		Cost $US
	Q & A Participation	
	Formal Presentation	
S4 On-Site Lake Condition Review		Cost $US
	Pre Intervention Review	
	Post Intervention Review	

Contractor Bid Form Worksheets
Note: All Checked Items on TOC Require Completion

Part 2: Improvement Agent Application Cost

Service Description	
A1 Cost to Apply Liquids to Less Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent gallon per acre	
Cost to apply each additional agent gallon per acre	
A2 Cost to Apply Liquids to More Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent gallon per acre	
Cost to apply each additional agent gallon or portion per acre	
A3 Cost to Apply Wettable Powders and Slurries to Less Than 5 A	**Cost per Acre $US**
Cost to apply one single agent pound per acre	
Cost to apply each additional agent pound per acre	
A4 Cost to Apply Wettable Powders and Slurries to More Than 5	**Cost per Acre $US**
Cost to apply one single agent pound per acre	
Cost to apply each additional agent pound per acre	
A5 Cost to Apply Granules to Less Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent pound per acre	
Cost to apply each additional agent pound per acre	
A6 Cost to Apply Granules to More Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent pound per acre	
Cost to apply each additional agent pound per acre	
A7 Cost to Simultaneously Apply Granules and Liquids to Less Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent pound per acre	
Cost to apply each additional agent pound per acre	
A8 Cost to Simultaneously Apply Granules and Liquids to More Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent pound per acre	
Cost to apply each additional agent pound per acre	

Part 3: Liquid Synthetic Biocide Cost Per Unit Volume Including Applicable Taxes and Surcharges

		Control Agent	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery $US
L1		Bispyribac	Tradewind	1 gal.	
L2		Carfentrazone	Stingray	1 gal.	
L3		Copper Sulfate Liquid		1 gal.	
L4		Copper Sulfate and Phosphorus Binder	SeClear G	1 gal.	
L5		Copper Chelate Ethanolamine		1 gal.	
L6		Copper Chelate Emulsified Ethanolamine i.e. Cutrine Ultra, Captain XTR		1 gal.	
L7		Copper Chelate Ethylenediamine Herbicide		1 gal.	
L8		Copper Hydroxide		1 gal.	
L9		Copper Citrate Gluconate		1 gal.	
L10		Diquat Dibromide		1 gal.	
L11		Diquat Combo i.e. Diquat + Endothall		1 gal.	
L12		Endothall Dipotasium Salt Liquid		1 gal.	
L13		Endothall Amine Liquid		1 gal.	
L14		Fluroxypyr		1 gal.	
L15		Fluridone Liquid		1 qt.	
L16		Flumioxazin Liquid		1 gal.	
L17		Florpyrauxifen-benzyl no PDU		1 gal.	

Part 3: Liquid Materials Continued

		Control Agent	Brand Name	Volume or	Including all Taxes and Delivery
L18		Glyphosate		1 gal.	
L19		Imazamox		1 gal.	
L20		Imazapyr		1 gal.	
L21		Penoxsulam		1 gal.	
L22		Quinclorac		1 gal.	
L23		Topramazone		1 gal.	
L24		Trifloxysulfuron		1 gal.	
L25		Triclopyr Amine Liquid		1 gal.	
L26		Triclopyr Acid		1 gal.	
L27		2,4-D Amine Liquid		1 gal.	
L28		2,4-D Combo i.e. + Flumixizin		1 gal.	

Contractor Bid Form Worksheets
Note: All Checked Items on TOC Require Completion

Part 4: Cost of Synthetic Granular Biocides Per Pound Including Applicable Taxes and Surcharges

		Control Agent	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery $US
G1		Copper Sulfate		1 lb.	
G2		Copper Chelate Granular Algaecide		1 lb.	
G3		Copper Chelate Granular Herbicide		1 lb.	
G4		Endothall Salt Granular		1 lb.	
G5		Endothall Amine Granular		1 lb.	
G6		Fluridone Granular		1 lb.	
G7		Triclopyr Amine Granular		1 lb.	
G8		2,4-D Granular		1 lb.	
G9		2,4-D Combo		1 lb.	
G10		2,4-D BEE Granular		1 lb.	
G10		2,4-D IOE Granular		1 lb.	

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 5: Cost of Wetable or Slurried Materials Per Pound Including Applicable Taxes and Surcharges

		Control Agent	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery $US
D1		Copper Sulfate		1 lb.	
D2		Copper Chelate Herbicide		1 lb.	
D3		Copper Chelate Algaecide		1 lb.	
D4		Flumioxazin		1 lb.	
D5		Hydrogen Peroxide		1 lb.	

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 6: Chemical and Biological Adjuvants Including Applicable Taxes and Surcharges

		Adjuvant	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery $US
		Activators			
J11		D-Limonine		1 gal.	
J12		Pine		1 lb.	
J13		Proteins	AMP	1 lb.	
		Sinking and Sticking Agents (Polylmers and Emergent Plant Enhancements)			
J21		Liquid Adjuvant		1 gal.	
J22		Wettable / Soluble Adjuvant		1 lb.	
		Inverts			
J31		Liquid Invert Agent		1 gal.	

SOLITUDE
LAKE MANAGEMENT

Bid Documents for Aquatic Plant Herbicide Treatments of

Cedar Lake

Iosco & Alcona Counties, Michigan

Submitted by:

Pete Filpansick
Business Development Consultant
SOLitude Lake Management, LLC

3390 N State Road, Suite D
Davison, MI 48423
810-625-5605 P
www.solitudelakemanagement.com

SOLITUDE
LAKE MANAGEMENT

March 17, 2023

2023 Aquatic Herbicide Treatment Program
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Dear Cedar Lake Improvement Board,

Thank you for giving SOLitude Lake Management the opportunity to bid on the Nuisance Aquatic Plant Control for Cedar Lake, Iosco & Alcona Counties for 2023. We look forward to continuing our relationship with your board and the residents of your lake.

SOLitude's integrated environmental management approach takes into consideration the interactions and relationships between the lake ecosystem and aquatic management. This holistic approach delivers the most efficient and effective treatment methods for your environment. We understand that each body of water is an environment of its own, and thus requires a treatment of its own. SOLitude stands ready to execute effect treatments in a timely manner as part of your consultant's overall lake management strategy.

Thank you again for inviting SOLitude Lake Management the opportunity to bid on this project. Our goal is for you and this lake community to enjoy the recreational and aesthetic values of their lake each and every day of summer. If you have any questions, please don't hesitate to call or send me an email.

Best regards,

Pete Filpansick
Business Development Consultant
(810) 625 - 5605
pete.filpansick@solitudelake.com

Company Name: SOLitude Lake Management, LLC

MI Locations: 3390 N State Road, Suite E, Davison, MI 48423
2249 Reum Rd, Suite 2, Niles, MI 49120
12315 Cleveland Street, Suite E, Nunica MI 49448

Operations for this project will work out of our Davison office with support from our Nunica office, if necessary.

Sales Contact: Pete Filpansick, Business Development Consultant, (810) 625 – 5605, pete.filpansick@solitudelake.com

Operations Contact: Dave Brown, Operations Manager, (810) 618 - 2043, dave.brown@solitudelake.com

Insurances: Upon award of the contract, a certificate of insurance will be provided with the lake board listed as a certificate holder. SOLitude Lake Management's insurance coverages include:

Commercial General Liability	$5,000,000 per occurrence / $5,000,000 general aggregate
Automotive Liability	$3,000,000 combined single limit
Umbrella Liability	$5,000,000 per occurrence / $5,000,000 general aggregate
Worker's Compensation	$2,000,000 each accident

References:
Gun Lake, Barry & Allegan Counties, 2,680 Acres
Deb Masselink, Gun Lake Protection Association & Gun Lake Improvement Board
(616) 540 – 0393 debmasselink@gmail.com

Barnes Lake, Lapeer County, 147 Acres
Burns Rolland, Barnes Lake Improvement Board
(810) 728 – 0980 brollandjr@charter.net

McKane Lake, Livingston County, 999 Acres
Mary Varady, McKane Lake Association
(313) 283 – 9067 varadyme@gmail.com

SOLITUDE
LAKE MANAGEMENT

Service Equipment:

(2) 22’ Aluminum Flat bottom boat with 90HP 4 Stroke Mercury motor. Lowrance GPS with BioBase Mapping Program. Conserve Spray System with 200 gallon chemical capacity.

(2) 22’ Carolina Skiff with 60HP 4 Stroke Mercury motor. Lowrance GPS with BioBase Mapping Program. Conserve Spray System with 200 gallon chemical capacity.

(1) 21’ Carolina Skiff with 115HP 4 Stroke Mercury motor. Lowrance GPS with BioBase Mapping. This boat is outfitted for our BioSonics survey equipment and water quality monitoring equipment.

(4) 20’ Clark Aluminum Flat bottom boat with 90HP 4 Stroke Mercury motor. Lowrance GPS with BioBase Mapping Program. Conserve Spray System with 200 gallon chemical capacity.

(1) 14’ Clark Aluminum Flat Bottom Boat with 15HP 4 Stroke Mercury Motor. Lowrance GPS with BioBase Mapping Program. Conserve Spray System with 50 gallon chemical capacity.

(1) 19’ Carolina Skiff Boat with 25 HP Mercury Motor. Lowrance GPS with BioBase Mapping Program. Garber Spreaders. Humminbird 1157C GPS. Honda 5.5HP Spray System.

(1) 16’ Carolina Skiff with 25HP Mercury outboard motor. Lowrance GPS with BioBase Mapping Program. Honda 5.5HP Spray System.

(1) 19’ Combee Airboat. Lowrance GPS with BioBase Mapping Program. Garber Spreaders. 2020 Honda 5.5 HP Spray System.

(1) 18’ Panther Airboat. Lowrance GPS with BioBase Mapping Program. Honda 5.5 HP Spray System.

(1) 18’ Diamondback Airboat. Lowrance GPS with BioBase Mapping Program. Honda 5.5 HP Spray System.

*Additional equipment is available if needed.

Michigan & Support Staff Profiles:

Dave Brown, East Michigan Operations Lead

Dave and his team are responsible for all operations and services for our clients on the east side of Michigan. He is responsible for managing his staff and maintaining his equipment and facility. Dave is based in the Davison office, which is a prime location to use I-69, I-75, and US-23 to reach most of our customers. Dave has been a certified applicator since 2004.

Pete Filpansick, Michigan Aquatic Sales Specialist & Lake Manager

Pete is responsible for sales and customer support in Michigan. He is based in our Davison office and travels the entire state to serve all our customers. Pete has 20 years of experience in herbicide applications, lake management, and water quality testing on Michigan lakes. He has a Bachelor of Science from the University of Michigan focusing on environmental biology. He is also a certified herbicide applicator, allowing him to directly supervise or help with herbicide applications. Pete is currently the Secretary of the Midwest Aquatic Plant Management Society.

Ashlee Haviland, Environmental Scientist for Lakes & Watersheds

Ashlee oversees all lake management projects in Michigan. She has a B.S. from Manchester College and a M.S. in Environmental Science from Taylor University. She over 15 years of experience in lake management planning, lake mapping, and watersheds studies. She is a Certified Lake Manager through the North American Lake Management Society.



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Luke Britton, Midwest Director of Operations & Lake Manager

Luke oversees and manages all the other offices in the Midwest. He also services our clients in western Michigan out of our Nunica office. Luke earned his B.S. in Biology from Central Michigan University and has 25 years of experience in aquatic plant management in Michigan.

Jake Britton, Midwest Director of Sales & Business Development

Jake directs the sales staff and business ventures throughout the Midwest. He is based in our Davison office. Jake has a B.S. in Environmental Science from Grand Valley State University and has been a certified applicator since 2003.

This team will be responsible for the lake management planning, water quality testing, permitting, compliance, scheduling, and execution of the lake management services on your lakes. We also have a team of certified applicators that will carry out the treatments and all related work.

SOLITUDE LAKE MANAGEMENT

SOLitude Lake Management – Michigan Certified Applicators, License Numbers, and Experience:

Luke Britton	C003050046	Certified applicator since 1995
Jake Britton	C003000152	Certified applicator since 2000
Dave Brown	C004060416	Certified applicator since 2004
Pete Filpansick	C004040395	Certified applicator since 2004
Chris Rysso	C002190496	Certified applicator since 2005
Mitch Hiler	C003100223	Certified applicator since 2005
Jeremy Stoltzner	C005120332	Certified applicator since 2009
Michael Kroll	C005120319	Certified applicator since 2013
Don Harris	C004180638	Certified applicator since 2015
Mike Rohlman	C004180644	Certified applicator since 2018

BID FORM

BID DATE: _____, 2023

BID TO: Cedar Lake Aquatic Herbicide Bid

Cedar Lake Improvement Board

PO Box 53

Greenbush, MI 48738

The undersigned bidder hereby declares that this bid is made in good faith and without fraud or collusion with any other bidder or any competitor.

The bidder has carefully read, examined, and understands the General Information, Instructions, Requirements, and Specifications for the proposed work. The bidder has investigated the lake and its condition to determine the character and difficulties attending the execution of the proposed work.

The bidder understands that the acreages listed are approximate and subject to change based upon lake surveys performed by the Lake Manager. For each application event, the Lake Manager will specify the location, acreage, chemicals to be used, and the application rate per acre. The bidder agrees that the unit prices named will be used and invoice amounts will be calculated based upon unit volume or weight, application rate per acre, and total acres treated.

All work described in the bid specifications and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form. The CLIB assumes no responsibility or liability for any costs incurred by the Contractor prior to the signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of the Contract resulting from this bid document.

The undersigned agrees that this bid shall be good for 90 calendar days after the scheduled closing time for receiving bids. Within that timeframe, the CLIB shall provide a written Notice of Award to the successful bidder. Upon receipt of a written Notice of Award, the bidder shall enter into a formal contract with the CLIB incorporating the content and spirit of the bid specifications. Within 10 days of the Notice of Award, the Contractor shall deliver the required certificates of insurance described in the “Bidder Requirements”. In

the event the contract and certificates of insurance are not provided within the time set the CLIB reserves the right to void the Notice of Award and the Contract.

The bidder understands the CLIB reserves the rights to reject any or all bids, to waive any irregularities in the bidding, and to award the contract to other than the low bidder.

The bidder proposes and agrees, upon acceptance of the bid, to contract with the CLIB, incorporating the content and spirit of the bid specifications. The bidder will provide all necessary equipment, products, personnel, and transportation necessary to execute the work referred to in this invitation to bid. Furthermore, the bidder agrees to perform all work in the manner and time prescribed and according to the requirements of the CLIB.

The undersigned, having familiarized themselves with the Instructions to Bidders and the Work Specifications, hereby proposes to perform everything required and to provide and furnish all of the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for aquatic herbicide treatments of Cedar Lake in a workmanlike manner, all in accordance with the specifications, and at prices as listed in the worksheets located in Appendix A.

The undersigned, by execution of this document, certifies that he/she is the representative of the firm named as the bidder and that he/she is authorized to execute this bid on behalf of the said firm.

SIGNATURE: _____

NAME: _____

(Printed)

TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

_____

_____

TELEPHONE: _____

FAX: _____

E-MAIL _____

DATE: _____

Bidder Résumé

In order to expedite the award of this contract, the bidder is required to provide the following information to demonstrate prior experience with similar work to that described on Cedar Lake.

Bidder: SOLitude Lake Management, LLC Company Name)

A. Please provide a list of applicators employed by your company and their respective dates of certification by the Michigan Department of Agriculture.

B. In 2022, how many lakes in the various size categories listed below did you treat with herbicides?

- 100 to 500 Acres: 41 Lakes
- >500 Acres: 20 Lakes

C. Please list on a separate sheet all of the equipment to be utilized for the herbicide treatments at Cedar Lake. Include a complete description of the sub-surface injection system method used to comply with Work Specifications, Paragraph 12.

D. Please provide a maximum of three references of previous work. For each project, provide a contact person with phone number and include:

- Lake Name
- County
- Surface Acreage
- Treatment Area Acreage
- Target Plants
- Herbicides Applied

SIGNATURE: _____ DATE March 17, 2023

NAME : Pete Filpansick

(Printed)

TITLE: Business Development Consultant

Appendix A

Contractor Bid Form Worksheets

Contractor to complete all following worksheets in their entirety and return all sheets with their bid.

Contractor Bid Form Worksheets
Table of Contents
Note: All Checked Items Require Completion

Part 1: Permit Fees, Notifications, Site Reviews and Other Associated Services

S1 √ Permit Fees
Permit Application Fees, Pass-Through Permit Costs

S2 √ Riparian Notifications and Communications (Required)
√ All costs required by permits or additional notifications

S3 √ Mobilization Fees (optional, may be no charge)
Costs to arrive at site

S4 √ Public Meetings (optional, may be no charge)
Q&A sessions and formal presentations

S4 √ On-Site Lake Condition Review (optional, may be no charge)
Attended by members of management team

Part 2: Improvement Agent Application

A1 √ Cost to Apply Liquids Less Than 5 Acres

A2 √ Cost to Apply Liquids More Than 5 Acres

A3 √ Cost to Apply Wettable Powders and Slurries Less Than 5 Acres

A4 √ Cost to Apply Wettable Powders and Slurries More Than 5 Acres

A5 √ Cost to Apply Granules Less Than 5 Acres

A6 √ Cost to Apply Granules More Than 5 Acres

Part 3: Liquid Materials Cost Per Unit Volume Including Applicable Taxes and Surcharges

L1 Bispyribac

L2 √ Carfentrazone

L3 √ Copper Sulfate Liquid

L4 √ Copper Chelate + Phosphorus Binder

L5 √ Copper Chelate Ethanolamine

L6 √ Copper Chelate Emulsified Ethanolamine

L7 √ Copper Chelate Ethylenediamine

L8 √ Copper Hydroxide

L9 Copper Citrate Gluconate

L10 √ Diquat Dibromide

L11 √ Diquat Combo (i.e. + Endothall)

L12 √ Endothall Potassium Salt

L13 √ Endothall Amine

L14 √ Fluroxypyr

L15 Fluridone Liquids

L16 √ Flumioxazin Liquid

L17 √ Florpyrauxifen-benzyl

L18 √ Glyphosate

L19 √ Imazamox

L20 √ Imazapyr

L21 Penoxsulam

L22 Quinclorac

L23 Topramazone

L24 Trifloxysulfuron

L25 √ Triclopyr, amine

L26 Triclopyr Acld

L27 √ 2,4-D, amine

L28 √ 2,4-D Amine & Flumioxizin

Contractor Bid Form Worksheets
Table of Contents
Note: All Checked Items Require Completion

Part 4: Cost of Granular Materials Per Pound Including Applicable Taxes and Surcharges

G1	√	2,4-D, amine
G2	√	2,4-D Amine & Flumioxizin
G3	√	Endothall, Potassium Salt
G4	√	Endothall, Amine
G5	√	Fluridone
G6	√	Triclopyr Triethylamine Salt
G7	√	2,4-D Amine
G8	√	2,4-D Amine & Triclopyr
G9	√	2,4-D BEE, granular
G10		2,4-D IOE

Part 5: Cost of Wettable Powders or Slurried Materials Per Pound Including Applicable Taxes and Surcharges

D1	√	Copper Sulfate
D2	√	Copper Chelate Herbicide
D3	√	Copper Chelate Algaecide
D4	√	Flumioxazin
D5		Hydrogen Peroxide

Part 6: Chemical and Biological Adjuvants Including Applicable Taxes and Surcharges

		Activators
J11	√	D-Limonine
J12	√	Pine
J13	√	Proteins
		Sinking and Sticking Agents (Polylmers and Emergent Plant Control Enhancements)
J21	√	Liquid Adjuvant
J22	√	Wettable / Powder Adjuvant
		Inverts
J31		Liquid Invert Agent

Contractor Bid Form Worksheets
Note: All Checked Items on TOC Require Completion

Part 1: Permit Fees, Notifications, Site Reviews and Other Associated Services

Service Description		Cost $US
S1 Permit Fees		
Pesticide Application Permit Fees		$1,600.00
Launch Fees		No charge
Other Permit Fees	Permit preparation	$160.00
S2 Riparian Notifications and Communications		Cost $US
MI EGLE Required 7-Day Notice (include postage)		$1.00 per address
Notification of Other Entities or Agencies Required by Permit		No charge
Day of Intervention Treatment Area Posting		No charge
Day of Intervention Whole Lake Shoreline Posting		No charge
Days Before Intervention Treatment Area Posting		$800.00
Day Before Intervention, Whole Lake Shoreline Posting		$1,000.00
S3 Mobilization Fees		Cost $US
For Less Than 5 Intervention Acres		$1,000.00
For Greater than 5 Intervention Acres		$500.00
S4 Public Meetings		Cost $US
Q & A Participation		No charge
Formal Presentation		No charge
S4 On-Site Lake Condition Review		Cost $US
Pre Intervention Review		$800.00
Post Intervention Review		$800.00

Contractor Bid Form Worksheets
Note: All Checked Items on TOC Require Completion

Part 2: Improvement Agent Application Cost

Service Description	
A1 Cost to Apply Liquids to Less Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent gallon per acre	$150.00
Cost to apply each additional agent gallon per acre	$200.00
A2 Cost to Apply Liquids to More Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent gallon per acre	$125.00
Cost to apply each additional agent gallon or portion per acre	$150.00
A3 Cost to Apply Wettable Powders and Slurries to Less Than 5 A	**Cost per Acre $US**
Cost to apply one single agent pound per acre	$150.00
Cost to apply each additional agent pound per acre	$200.00
A4 Cost to Apply Wettable Powders and Slurries to More Than 5	**Cost per Acre $US**
Cost to apply one single agent pound per acre	$125.00
Cost to apply each additional agent pound per acre	$150.00
A5 Cost to Apply Granules to Less Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent pound per acre	$200.00
Cost to apply each additional agent pound per acre	$50.00
A6 Cost to Apply Granules to More Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent pound per acre	$150.00
Cost to apply each additional agent pound per acre	$50.00
A7 Cost to Simultaneously Apply Granules and Liquids to Less Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent pound per acre	$250.00
Cost to apply each additional agent pound per acre	$50.00
A8 Cost to Simultaneously Apply Granules and Liquids to More Than 5 Acres	**Cost per Acre $US**
Cost to apply one single agent pound per acre	$200.00
Cost to apply each additional agent pound per acre	$50.00

Part 3: Liquid Synthetic Biocide Cost Per Unit Volume Including Applicable Taxes and Surcharges

		Control Agent	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery $US
L1		Bispyribac	Tradewind (This is a wettable powder)	1 gal.	$944.97 per pound
L2		Carfentrazone	Stingray	1 gal.	$689.00 per gallon
L3		Copper Sulfate Liquid	Old Bridge, dissolved	1 gal.	$2.00 per gallon
L4		Copper Sulfate and Phosphorus Binder	SeClear G	1 gal.	$4.72 per pound
L5		Copper Chelate Ethanolamine	Cutrine Plus or equivalent	1 gal.	$32.84 per gallon
L6		Copper Chelate Emulsified Ethanolamine i.e. Cutrine Ultra, Captain XTR	Cutrine Ultra or equivalent	1 gal.	$35.63 per gallon
L7		Copper Chelate Ethylenediamine Herbicide	Komeen or equivalent	1 gal.	$41.70 per gallon
L8		Copper Hydroxide	This product is not approved for use in Michigan.	1 gal.	
L9		Copper Citrate Gluconate	This product is not approved for use in Michigan.	1 gal.	
L10		Diquat Dibromide	Tribune or equivalent	1 gal.	$73.00 per gallon
L11		Diquat Combo i.e. Diquat + Endothall	AquaStrike	1 gal.	$93.56 per gallon
L12		Endothall Dipotasium Salt Liquid	Aquathol-K	1 gal.	$101.54 per gallon
L13		Endothall Amine Liquid	Hydrothol 191	1 gal.	$105.70 per gallon
L14		Fluroxypyr	This product is not approved for use in Michigan.	1 gal.	$2.00 per gallon
L15		Fluridone Liquid	Sonar AS	1 qt.	$633.25 per quart
L16		Flumioxazin Liquid	Clipper SC or equivalent	1 gal.	$424.77 per gallon
L17		Florpyrauxifen-benzyl no PDU	ProcellaCOR	1 gal.	$2,096.68 per gallon

Part 3: Liquid Materials Continued

		Control Agent	Brand Name	Volume or	Including all Taxes and Delivery
L18		Glyphosate	RoundUp Custom	1 gal.	$52.55per gallon
L19		Imazamox	Clearcast	1 gal.	$361.35 per gallon
L20		Imazapyr	Habitat or equivalent	1 gal.	$117.50 per gallon
L21		Penoxsulam	Galleon	1 gal.	$798.14 per gallon
L22		Quinclorac	This product is not approved for use in Michigan.	1 gal.	
L23		Topramazone	Oasis	1 gal.	$3,646.96 per gallon
L24		Trifloxysulfuron	This product is not approved for use in Michigan.	1 gal.	
L25		Triclopyr Amine Liquid	Renovate 3 or equivalent	1 gal.	$144.41 per gallon
L26		Triclopyr Acid	Renovate 3 or equivalent	1 gal.	$144.41 per gallon
L27		2,4-D Amine Liquid	This product is not approved for use in Michigan.	1 gal.	
L28		2,4-D Combo i.e. + Flumixizin	This product is not approved for use in Michigan.	1 gal.	

Contractor Bid Form Worksheets
Note: All Checked Items on TOC Require Completion

Part 4: Cost of Synthetic Granular Biocides Per Pound Including Applicable Taxes and Surcharges

		Control Agent	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery $US
G1		Copper Sulfate	Old Bridge	1 lb.	$2.00 per pound
G2		Copper Chelate Granular Algaecide	Cutrine Plus Granular	1 lb.	$3.94 per pound
G3		Copper Chelate Granular Herbicide	Harpoon Granular	1 lb.	$2.57 per pound
G4		Endothall Salt Granular	Aquathol Super K	1 lb.	$26.21 per pound
G5		Endothall Amine Granular	Hydrothol 191 Granular	1 lb.	$5.00 per pound
G6		Fluridone Granular	Sonar One	1 lb.	$43.19 per pound
G7		Triclopyr Amine Granular	Renovate OTF or equivalent	1 lb.	$6.34 per pound
G8		2,4-D Granular	Sculpin G	1 lb.	$3.95 per pound
G9		2,4-D Combo	Renovate Max G	1 lb.	$5.14 per pound
G10		2,4-D BEE Granular	Navigate	1 lb.	$5.51 per pound
G10		2,4-D IOE Granular	No available products in Michigan	1 lb.	

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 5: Cost of Wetable or Slurried Materials Per Pound Including Applicable Taxes and Surcharges

		Control Agent	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery $US
D1		Copper Sulfate	Old Bridge	1 lb.	$2.00 per pound
D2		Copper Chelate Herbicide	Granular product, not wettable or slurried	1 lb.	
D3		Copper Chelate Algaecide	Granular product, not wettable or slurried	1 lb.	
D4		Flumioxazin	Clipper or equivalent	1 lb.	$45.42 per pound
D5		Hydrogen Peroxide	Phycomycin	1 lb.	$1.63 per pound

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 6: Chemical and Biological Adjuvants Including Applicable Taxes and Surcharges

		Adjuvant	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery $US
		Activators			
J11		D-Limonine	Cygnet Plus	1 gal.	$22.33
J12		Pine	Will be priced upon product selection from limnologist.	1 lb.	
J13		Proteins	AMP	1 lb.	$93.68 per gallon
		Sinking and Sticking Agents (Polylmers and Emergent Plant Enhancements)			
J21		Liquid Adjuvant	Polyan	1 gal.	$47.94 per gallon
J22		Wettable / Soluble Adjuvant	Will be priced upon product selection from limnologist.	1 lb.	
		Inverts			
J31		Liquid Invert Agent	Will be priced upon product selection from limnologist.	1 gal.	

LakeScan™ EARLY SEASON VEGETATION SURVEY REPORT

To:	Rex Vaughn	**Date:**	7/17/23
From:	Dr. Doug Pullman, Senior Advisor-Ecology John Hart, Watershed Scientist Kieser & Associates, LLC (K&A)	**cc:**	Mike Foster, Environmental Engineer Natalie Howard, Project Scientist Kaitlyn McGee, Project Scientist
RE:	2023 Cedar Lake North Early Season Vegetation Survey Results		

K&A Survey Staff: Natalie Howard, Kaitlyn McGee, Zach Ostoin
Date of Vegetation Survey: 7/10/2023 and 7/11/2023

Date of Treatment: 6/27/2023

NOTE: Herbicide treatments usually take at least 10 days for full effect.

Cedar Lake North – Early-Season Vegetation Survey Summary

The Cedar Lake North early-season LakeScan™ vegetation survey was conducted on Monday, July 10, 2023, and in the morning on Tuesday, July 11, 2023. The survey took place 13 and 14 days after the scheduled herbicide treatment on Tuesday, June 27, 2023. The weather on Monday was mostly sunny with strong 9 to 15 mph winds out of the southwest, and temperatures around 80°F. Tuesday was mostly overcast with some scattered showers, temperatures of around 70°F, and 6 to 10 mph winds out of the north. Visibility through the water column was good with a secchi disk reading of 6.85 ft, however turbidity due to recent rain events combined with overcast skies proved challenging for visibility throughout most of the survey.

The most common native species observed throughout the survey included chara (*Chara sp.)*, richardson pondweed (*Potamogeton richardsonii*), broadleaf pondweed (*Potamogeton amplifolius Tuckerman*), naiad (*Najas sp.)*, variable-leaf watermilfoil (*Myriophyllum heterophyllum*), bladderwort (*Utricularia vulgaris*), and sago pondweed (*Stuckenia pectinata*). In addition, emergent plant species, such as white water-lily (Nymphaea odorata) and spadderdock (*Nuphar advena*) were regularly observed nearshore in high densities which could cause some navigation concerns, especially in the northern bay of the lake. Chara, broadleaf pondweed, and bladderwort were regularly found throughout the most lake with chara being present in almost all AROS zones.

The observed native species did not create many nuisance conditions, although the pondweeds were at the surface and flowering in some locations, potentially creating some recreational nuisance concerns. The trenches and excavation zones (Tier 5 AROS) displayed the highest densities of native pondweeds and chara, creating some recreational nuisance concerns. Trench 1 (AROS 567 & 566) was of particular concern with dense sago pondweed near the surface and chara bubbling up from the bottom post-treatment.

There were no observed Michigan aquatic invasive species in the northern portion of the lake during the time of the survey, displaying the effectiveness of the treatment. Heavily decomposed and blackened

Eurasian watermilfoil hybrid (*Myriophyllum spicatum x sibiricum*; EWM) was found scattered among some AROS locations, but no standing or living plants were observed.

Results for Important LakeScan™ Metrics

This 2023 Early Season Vegetation Report provides findings on the health of your lake based on important lake characteristics and aquatic plant conditions. Keep in mind that these are preliminary ratings based on a single survey. The final report for the year will include ratings based on both early and late season surveys, giving a more comprehensive view of lake conditions. Early season survey ratings are also compared here to last year's score and include:

- ***Biodiversity*** – a measure of the quantity and distribution of aquatic plant species in your lake
- ***Structural Diversity*** – reflects the habitat value of vegetation for fish and other aquatic animals
- ***Vegetation Quality*** – a value indicative of the health of the plant community in your lake
- ***Nuisance Conditions*** – provides a value depicting the percentage of survey sites that contain plants determined to be a recreational nuisance
- ***Algal Bloom Risk:*** – the risk of algal bloom issues, as determined by an analysis of watershed conditions

(Red scores indicate improvements are needed; yellow indicate marginal conditions; green are desirable)

Category	Early Season 2022 Rating	Early Season 2023 Rating	Management Goal	LakeScan Metric
Biodiversity	11.8	8.1	Above 6.7	Shannon Biodiversity Index
Structural Diversity	8.3	6.9	Above 5.0	Shannon Morphological Index
Vegetation Quality	26.8	26.5	Above 20.0	Floristic Quality Index
Nuisance Conditions	10%	0%	Below 10%	Recreational Nuisance Presence
Algal Bloom Risk	Low	Low	Low	Algal Bloom Risk

If you have any questions on these scores, please do not hesitate to contact us. Contact information is available at the end of this document.

Other Findings

The LakeScan™ survey process provides a wealth of other important information, some of which is summarized in the following figures for your lake using early season vegetation survey results.

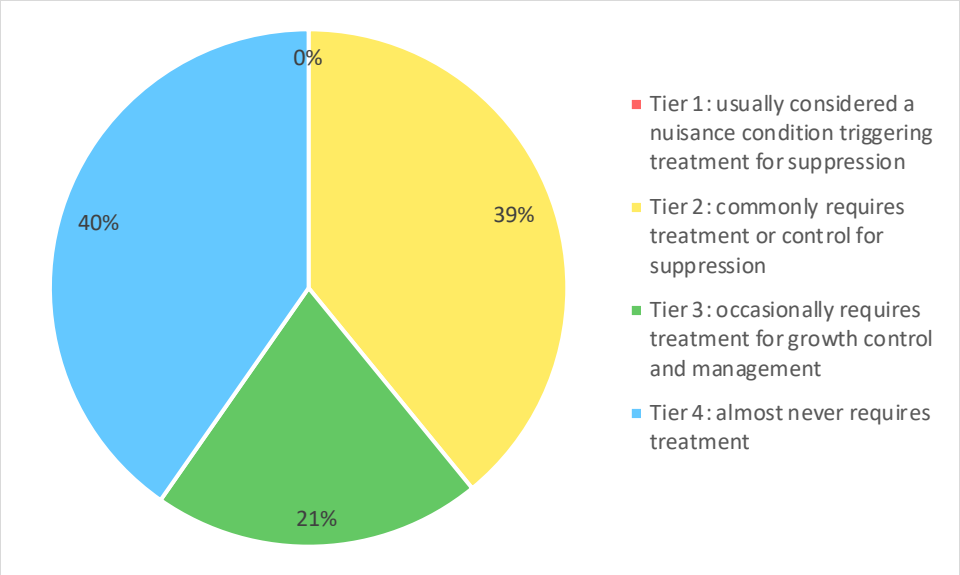


Figure 1. Aquatic vegetation composition, grouped according to species-specific management considerations (e.g., EWM, Starry stonewort, and Curly-leaf pondweed are T1 species that typically trigger treatment to control their growth).

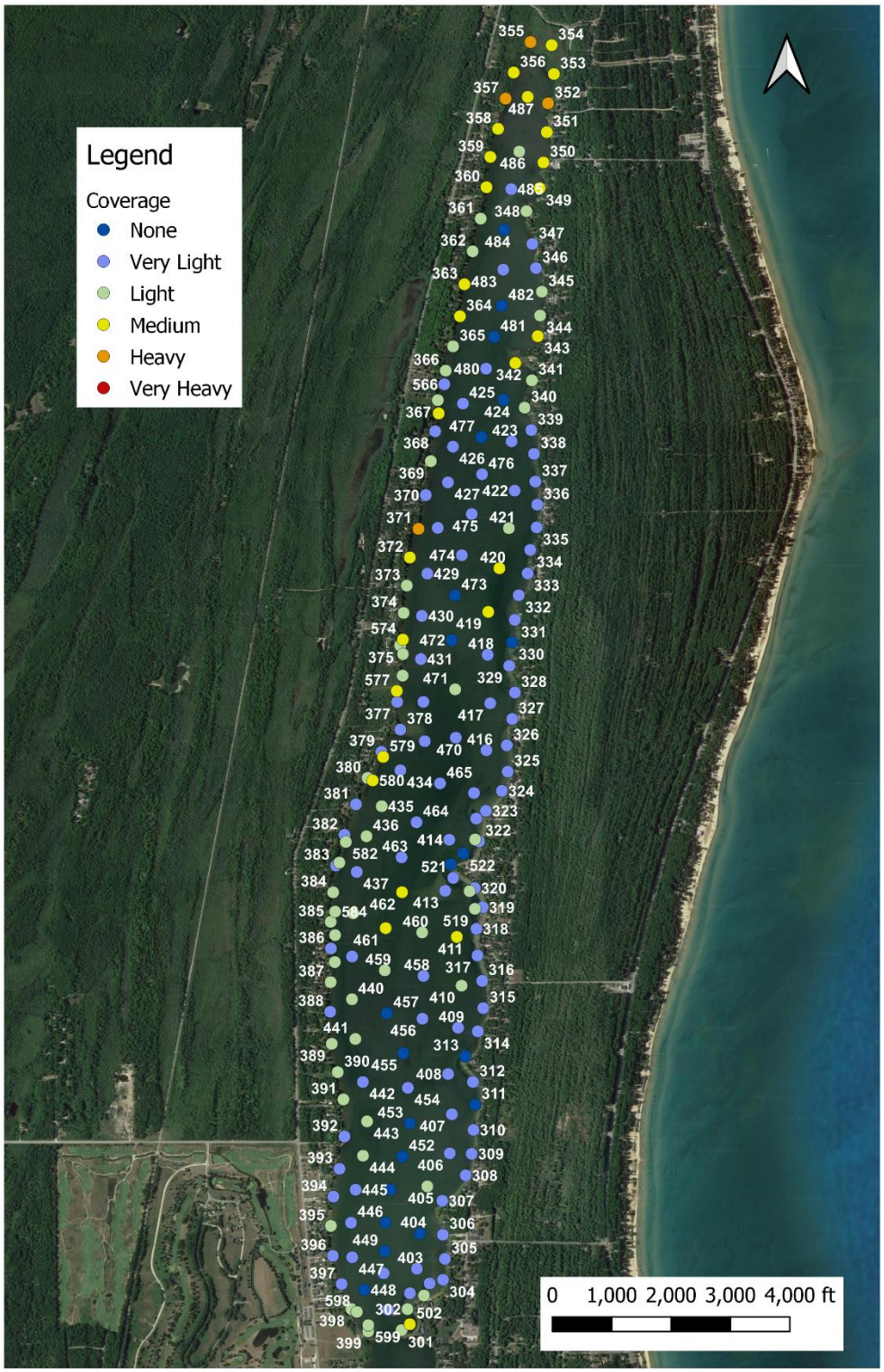


Figure 2. Density of All Vegetation by AROS. This estimates the fraction of AROS volume occupied by vegetation.

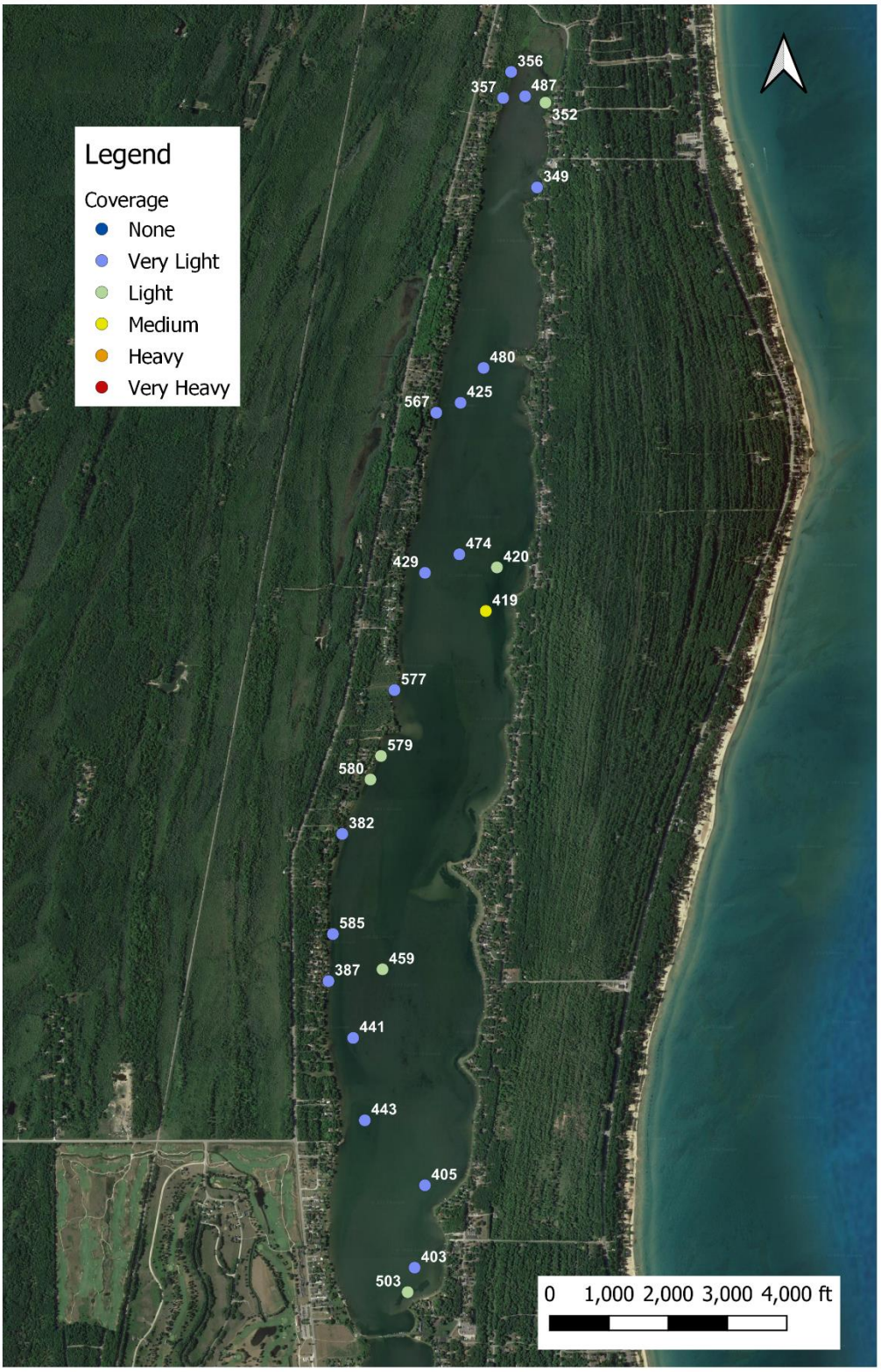


Figure 3a. Variable/Green Watermilfoil coverage by AROS

A Final Note on LakeScan™ Surveys

When scheduling aquatic vegetation surveys, your LakeScan™ team focuses on three important considerations including: survey goals, survey effectiveness and lake-user convenience.

Survey Goals: We attempt to survey your lake before or within 10 days of early summer chemical treatments to observe densities and distributions of treatment-targeted and non-targeted vegetation. A survey conducted during this timeframe analyzes the baseline vegetation condition prior to treatment. In the event that a survey occurs more than 10 days after early summer chemical treatment, it can be utilized as an early indication of treatment effectiveness.

Survey Effectiveness: Weather plays a key role here. Rain and wind, in addition to creating safety hazards, obstruct the water surface and make it difficult to see plants in the water column. Rain can damage the onboard electronic equipment during the six or more hours of survey time on the lake. Wind can make it difficult to stay in one Aquatic Resource Observation Site (AROS) without being blown into an adjacent AROS or into a dock while we focus on detailed characterization of vegetation.

Lake-user Convenience: Your LakeScan™ team tries to avoid surveys on Fridays, Saturdays or Sundays due to boat activity on the lake. We also prefer to have early summer surveys completed prior to the 4th of July, and late summer surveys completed before Labor Day so that if any problems with out-of-control nuisance species are noted on the lake, they can be addressed before the holidays if budgeted. Where desired, your team can also schedule mid-season checks. Feel free to contact us on costs for additional visits.

Questions?

Contact your LakeScan™ representatives:

John Hart, Watershed Scientist, Kieser & Associates, LLC: (269) 344-7117; jhart@kieser-associates.com
Mike Foster, Environmental Engineer, Kieser & Associates, LLC: (269) 344-7117; mfoster@kieser-associates.com

Cedar Lake North – Late-Season Vegetation Survey Summary

The Cedar Lake North late-season LakeScan vegetation survey was conducted on Wednesday, August 30, 2023. The weather was mostly sunny with strong 10 to 15 mph winds out of the northwest, and temperatures around 55-65°F. Visibility through the water column was good with a secchi disk reading of 7.5 ft.

The most common native species observed throughout the survey included chara (*Chara sp*.), richardson pondweed (*Potamogeton richardsonii*), broadleaf pondweed (*Potamogeton amplifolius Tuckerman*), naiad (*Najas sp.*), and sago pondweed (*Stuckenia pectinata*). In addition, emergent plant species, such as white water-lily (*Nymphaea odorata*) and spadderdock (*Nuphar advena*) were regularly observed nearshore in high densities which could cause some navigation concerns, especially in the northern bay of the lake, although the lilies appeared less dense than they were in the early-season survey. Chara, broadleaf pondweed, and richardson pondweed were regularly found throughout most of the lake with chara being present in almost all AROS zones. The observed native species did not create many nuisance conditions, although the pondweeds, mainly broadleaf but occasionally sago and richardson, were at the surface and flowering in some locations, potentially creating some recreational nuisance concerns, especially around resident's docks and swimming areas. The trenches and excavation zones (Tier 5 AROS) displayed the highest densities of native pondweeds and chara, creating some recreational nuisance concerns. Trench 1 and Trench 2 (AROS 567-566 & 574-575) were of particular concern with dense sago pondweed near the surface.

The only observed aquatic invasive species during the time of the survey was Eurasian watermilfoil hybrid (*Myriophyllum spicatum x sibiricum*; EWM) which was only found in AROS 357. This small patch did not appear dense or continuous enough to warrant treatment at this time. The presence of flowering native pondweeds near recreational areas and docks may be considered for future treatment plans.

LakeScan™ EARLY SEASON VEGETATION SURVEY REPORT

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From:	Dr. Doug Pullman, Senior Advisor-Ecology John Hart, Watershed Scientist Kieser & Associates, LLC (K&A)	**cc:**	Mike Foster, Environmental Engineer Natalie Howard, Project Scientist Kaitlyn McGee, Project Scientist
RE:	2023 Cedar Lake South Early Season Vegetation Survey Results		

K&A Survey Staff: Natalie Howard, Kaitlyn McGee, Zach Ostoin
Date of Vegetation Survey: 6/11/2023

Date of Treatment: 6/27/2023

NOTE: Herbicide treatments usually take at least 10 days for full effect.

Cedar Lake South – Early-Season Vegetation Survey Summary

The Cedar Lake South early-season LakeScan™ vegetation survey was conducted on Tuesday, July 11, 2023. The survey took place 14 days after the scheduled herbicide treatment on Tuesday, June 27, 2023. The weather was overcast with scattered showers and a brief thunderstorm. The temperature was around 70°F with 6 to 10 mph winds out of the north. Visibility through the water column was good with a secchi disk reading of 6.85 ft in the northern portion of the lake, however the overcast skies combined with rain disrupting the surface created challenging visibility conditions throughout most of the survey.

The most common native species observed throughout the survey included chara (*Chara sp.)*, richardson pondweed (*Potamogeton richardsonii*), broadleaf pondweed (*Potamogeton amplifolius Tuckerman*), naiad (*Najas sp.)*, sago pondweed (*Stuckenia pectinata*), wild celery (*Vallisneria americana Michaux*) and flat stem pondweed (*Potamogeton zosteriformis Fern)*. In addition, emergent plant species, such as white water-lily (Nymphaea odorata) and spadderdock (*Nuphar advena*) were regularly observed nearshore in high densities which could cause some navigation concerns, especially in the shallow lobes and channels. The dense lilypad island in AROS 209-213 also provided heavy navigation concerns. Similar to the northern portion of the lake, chara and the pondweed species were regularly found throughout most AROS zones with chara being present at the bottom in almost all of the lake.

The only observed aquatic invasive species during the time of the survey was Eurasian watermilfoil hybrid (*Myriophyllum spicatum x sibiricum*; EWM) which was found in scattered patches in AROS 281, 280, and 238. During the time of the survey, these small patches did not appear dense or continuous enough to warrant treatment, but careful consideration of these AROS should be conducted before implementing a second herbicide treatment in the lake.

Results for Important LakeScan™ Metrics

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- ***Algal Bloom Risk:*** – the risk of algal bloom issues, as determined by an analysis of watershed conditions

(Red scores indicate improvements are needed; yellow indicate marginal conditions; green are desirable)

Category	Early Season 2022 Rating	Early Season 2023 Rating	Management Goal	LakeScan Metric
Biodiversity	11.9	8.1	Above 6.7	Shannon Biodiversity Index
Structural Diversity	8.1	7.1	Above 5.0	Shannon Morphological Index
Vegetation Quality	28.2	25.6	Above 20.0	Floristic Quality Index
Nuisance Conditions	0%	0%	Below 10%	Recreational Nuisance Presence
Algal Bloom Risk	Low	Low	Low	Algal Bloom Risk

If you have any questions on these scores, please do not hesitate to contact us. Contact information is available at the end of this document.

Other Findings

The LakeScan™ survey process provides a wealth of other important information, some of which is summarized in the following figures for your lake using early season vegetation survey results.

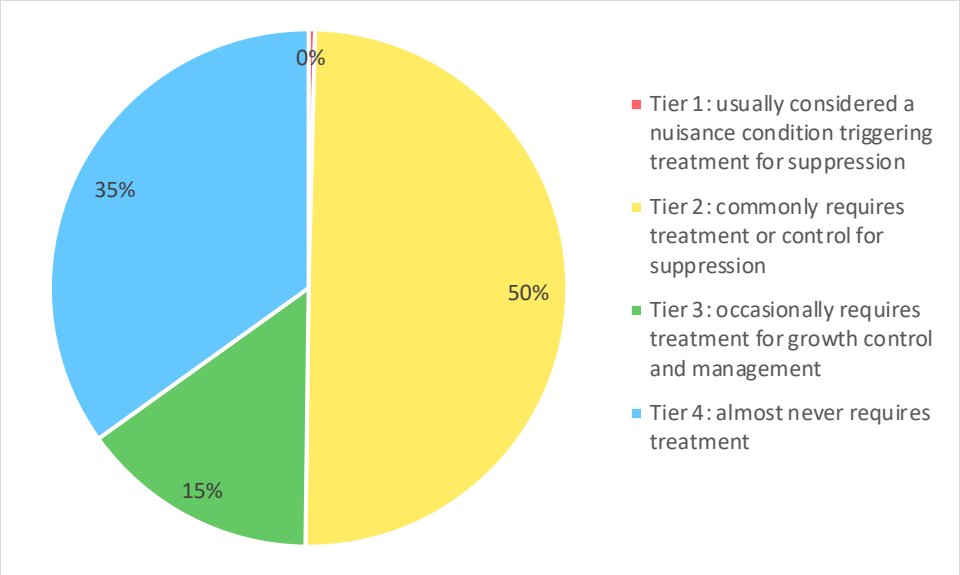


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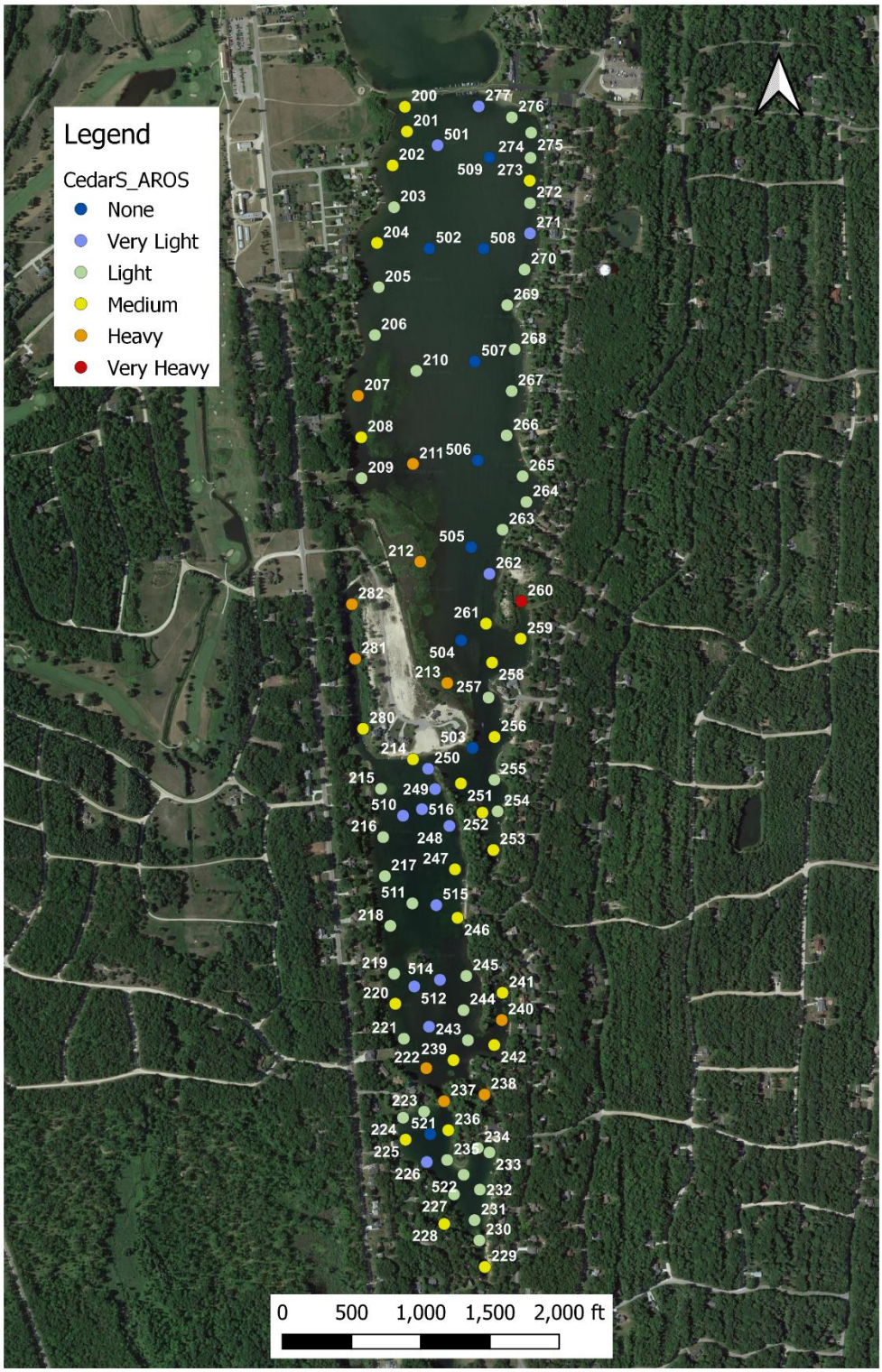


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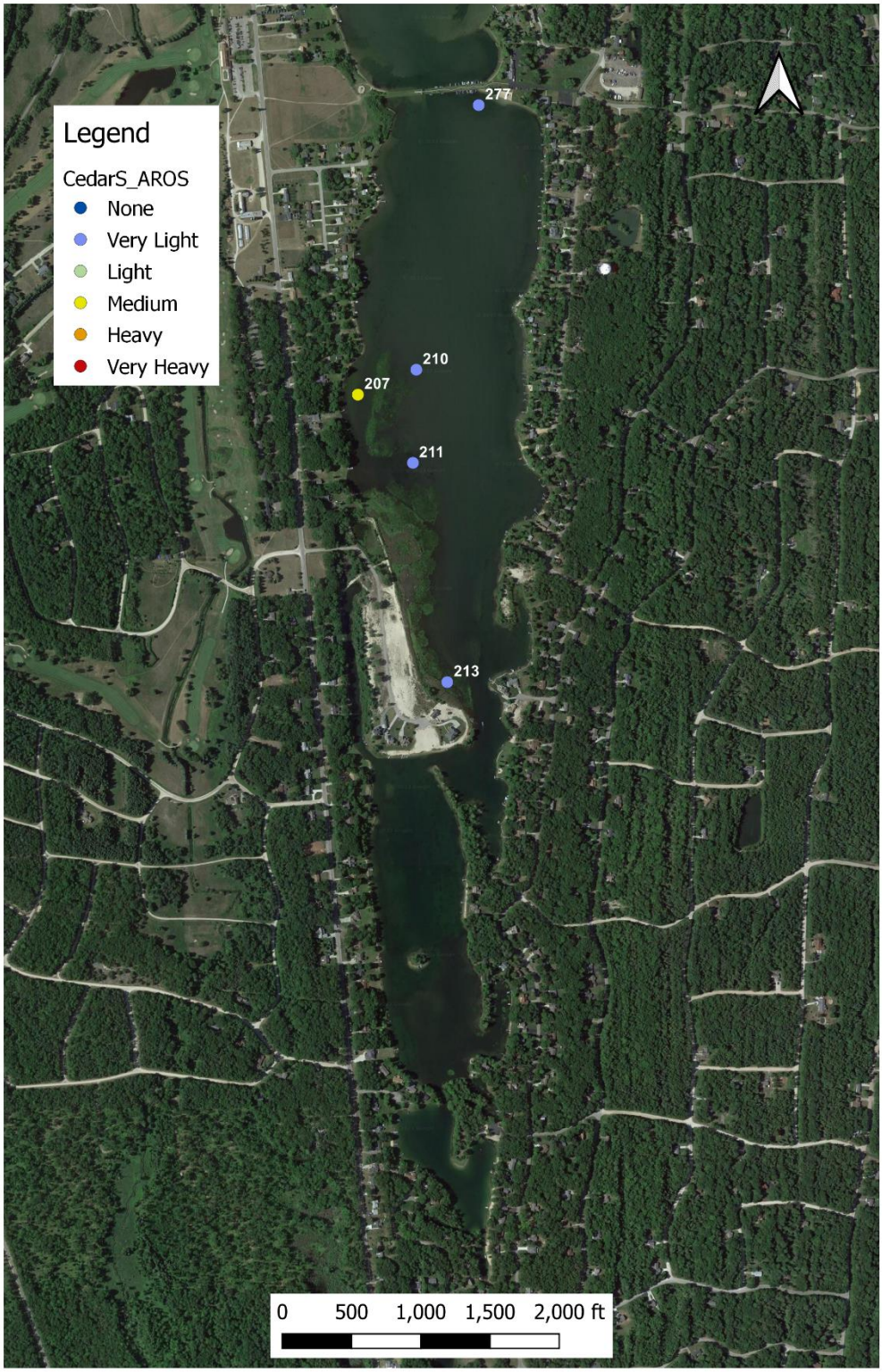


Figure 3a. Variable/Green Watermilfoil coverage by AROS

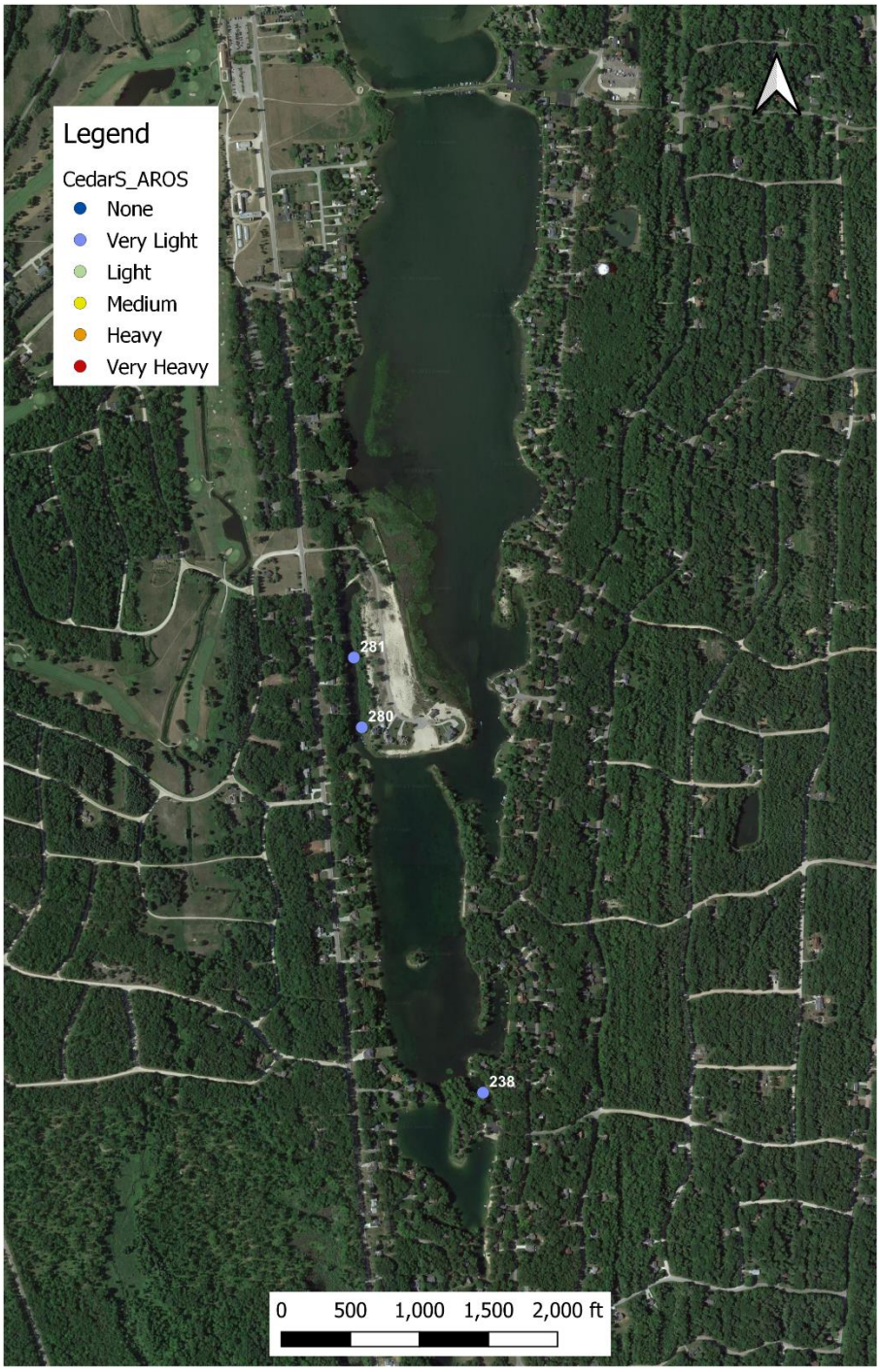


Figure 3b. Eurasian watermilfoil coverage by AROS

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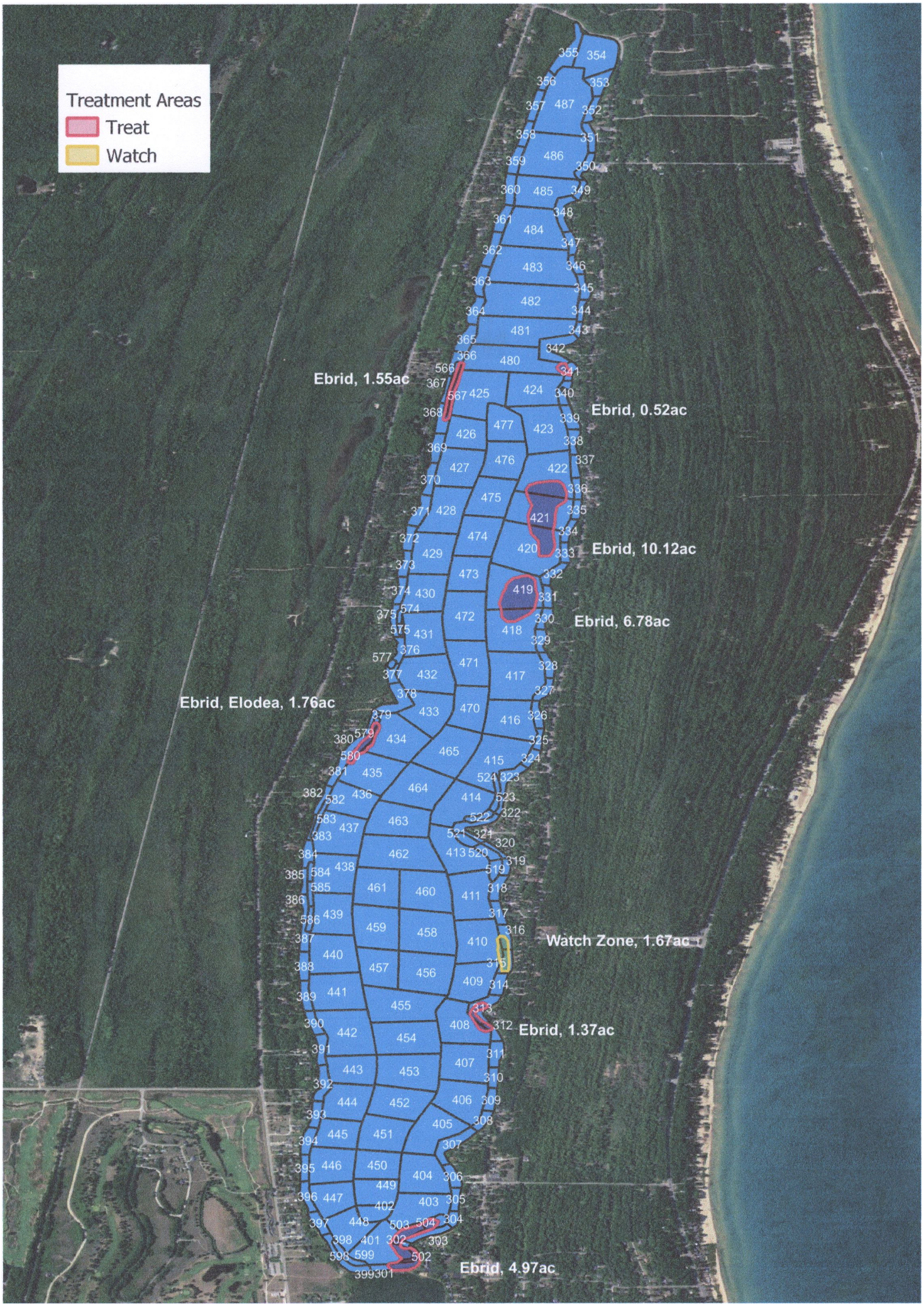
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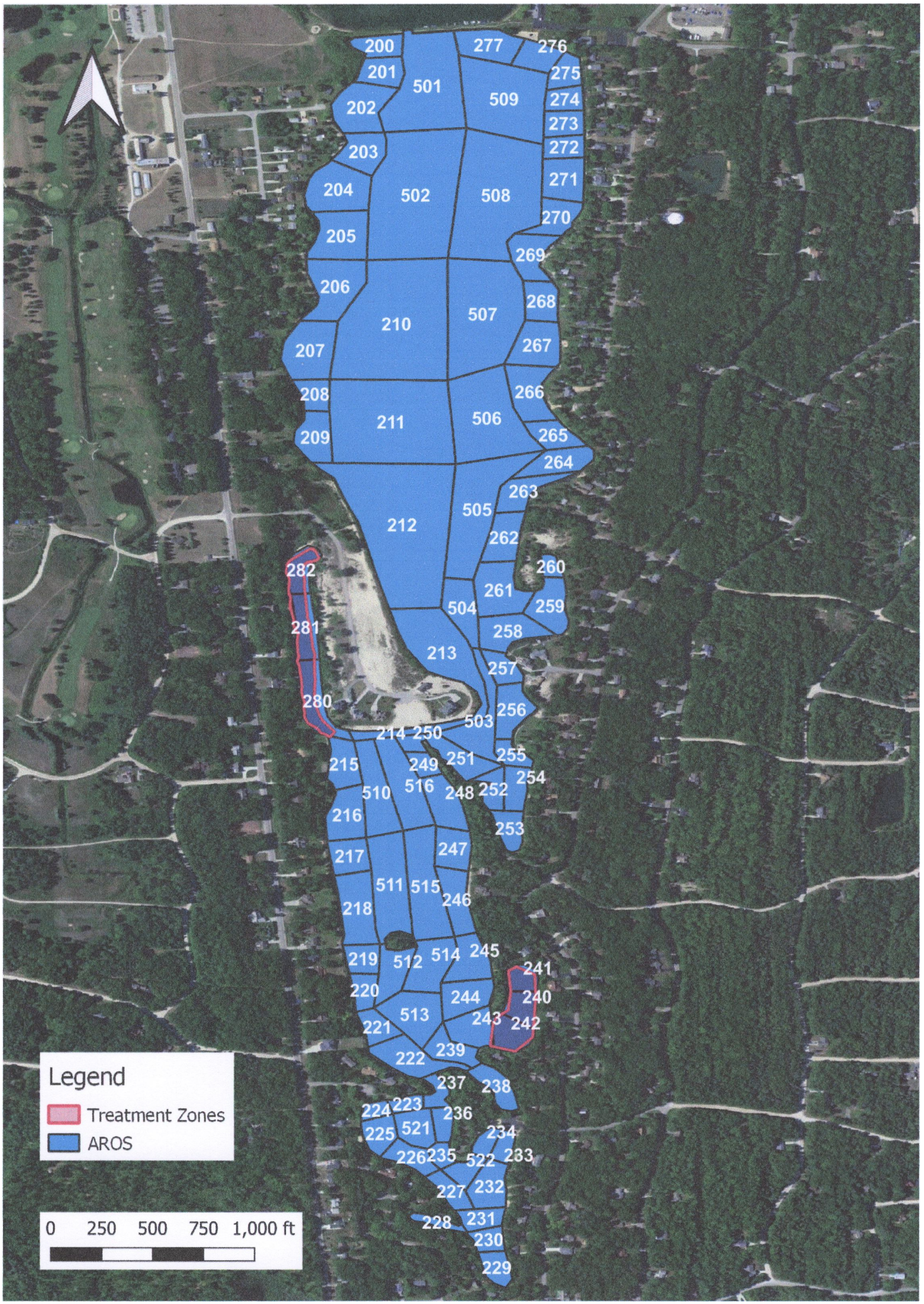
Cedar Lake South – Late-Season LakeScan Vegetation Survey Summary

The Cedar Lake South late-season LakeScan vegetation survey was conducted on Tuesday, August 29, 2023. The weather for the survey was overcast with showers throughout the day. The temperature was around 65°F with 6 to 10 mph winds out of the north. Visibility through the water column was good with a secchi disk reading of 8 ft.

Similarly to the early season survey, the most common native species observed throughout the southern portion of the lake included chara (*Chara sp.*), richardson pondweed (*Potamogeton richardsonii)*, broadleaf pondweed (*Potamogeton amplifolius Tuckerman*), naiad (*Najas sp.*), sago pondweed (*Stuckenia pectinata*), wild celery (*Vallisneria americana Michaux*) and flat stem pondweed (*Potamogeton zosteriformis Fern*). In addition, emergent plant species, such as white water-lily (*Nymphaea odorata*) and spadderdock (*Nuphar advena*) were regularly observed nearshore in high densities which could cause some navigation concerns, especially in the shallow lobes and channels. The lilypad island in AROS zones 209-213 appeared less dense than in the early-season survey, but still provided heavy navigation concerns. Chara and the pondweed species were regularly found throughout most AROS zones with chara being present at the bottom in almost all of the lake. Broadleaf pondweed was observed flowering in multiple locations around resident's docks and near the swimming areas which could also cause some recreational nuisance concerns.

The only observed aquatic invasive species during the time of the survey was Eurasian watermilfoil hybrid (*Myriophyllum spicatum x sibiricum*; EWM) which was found in scattered patches in AROS 282, 281, 280, and 238. The distribution of EWM was similar to what was observed during the early-season survey, indicating that the species is not readily spreading throughout the lake or growing in dense patches. The canal where the EWM was located was also noted for potential recreational nuisance concerns caused by the floating leaf pondweed (*Potamogeton natans*) and the other flowering pondweed species, therefore this area might be considered for a late-season herbicide treatment.


Treatment Areas
Treat
Watch
Ebrid, 1.55ac
Ebrid, 0.52ac
Ebrid, 10.12ac
Ebrid, 6.78ac
Ebrid, Elodea, 1.76ac
Watch Zone, 1.67ac
Ebrid, 1.37ac
Ebrid, 4.97ac


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Legend
Treatment Zones
AROS
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250
500
750
1,000 ft

MICHIGAN MILLERS
INSURANCE

INSURED COPY
DIRECTORS & OFFICERS
PAY PLAN: ANNUAL

AGENCY:
21034
THE STERLING GROUP, INC
180 S RIPLEY BLVD
ALPENA, MI 49707

TELEPHONE: (989) 354-3185

PLEASE CONTACT YOUR AGENT WITH ANY QUESTIONS OR CONCERNS. THANK YOU.

BILLING NOTICE

CEDAR LAKE IMPROVEMENT BOARD
PO BOX 53
GREENBUSH MI 48738

ACCOUNT NUMBER	INVOICE DATE	PAYMENT DUE DATE	ACCOUNT BALANCE	MINIMUM PAYMENT DUE
S0101541	04/26/23	05/17/23	450.00	450.00

CURRENT ACTIVITY

DATE PROCESSED	TRANSACTION	POLICY #	TRANSACTION EFFECTIVE DATES	AMOUNT
04/25/23	NEW BUSINESS	S 0101541 00	04/17/23 - 04/17/24	450.00
	ACCOUNT BALANCE			450.00

MINIMUM PAYMENT DUE MUST BE RECEIVED IN OUR OFFICE ON OR BEFORE THE DUE DATE TO AVOID A $15 LATE FEE

TO PAY BY ELECTRONIC CHECK, CREDIT OR DEBIT CARD PLEASE GO TO WWW.MIMILLERS.COM

DETACH ALONG THE PERFORATION BELOW

RETURN THIS PORTION WITH YOUR REMITTANCE

Insured: CEDAR LAKE IMPROVEMENT BOARD
PO BOX 53
GREENBUSH MI 48738

PLEASE MAKE CHECKS PAYABLE TO:
MICHIGAN MILLERS MUTUAL INS CO

MICHIGAN MILLERS DEPT 208301

P.O. BOX 55000
DETROIT MI 48255-2083

ACCOUNT NUMBER	S0101541
AGENCY NUMBER	21034
ACCOUNT BALANCE	450.00
PAYMENT DUE DATE	**05/17/23**
MINIMUM PAYMENT DUE	**450.00**

AMOUNT ENCLOSED $_____

INV02 0906

01208301833201015413200000000000450000000450000

MICHIGAN MILLERS INSURANCE

INSURED COPY
ACCOUNT BILL

AGENCY:
21611
THE STERLING GROUP, INC
13900 LAKESIDE CIRCLE
STERLING HEIGHTS, MI 48313

TELEPHONE: (586) 323-5700

PLEASE CONTACT YOUR AGENT WITH ANY QUESTIONS OR CONCERNS. THANK YOU.

BILLING NOTICE

CEDAR LAKE IMPROVEMENT BOARD
PO BOX 53
GREENBUSH MI 48738-9999

ACCOUNT NUMBER	INVOICE DATE	PAYMENT DUE DATE	ACCOUNT BALANCE	CURRENT MINIMUM DUE
CL0042500P	04/26/23	05/17/23	351.00	351.00

CURRENT ACTIVITY

DATE PROCESSED	TRANSACTION	POLICY #	TRANSACTION EFFECTIVE DATES	AMOUNT
04/25/23	NEW BUSINESS	C0554298 00	04/17/23 - 04/17/24	351.00
	ACCOUNT BALANCE			351.00

SUMMARY

EFFECTIVE DATE	POLICIES BILLED		PAY PLAN	CURRENT BALANCE	MINIMUM DUE
04/17/23	C0554298 00	COMMERCIAL PACKAGE POLICY	ANNUAL	351.00	351.00
			ACCOUNT FEES	0.00	0.00
			TOTALS	351.00	351.00

MINIMUM PAYMENT DUE MUST BE RECEIVED IN OUR OFFICE ON OR BEFORE THE DUE DATE TO AVOID A $15 LATE FEE

TO PAY BY ELECTRONIC CHECK, CREDIT OR DEBIT CARD PLEASE GO TO WWW.MIMILLERS.COM

RETURN THIS PORTION WITH YOUR REMITTANCE

Payor: CEDAR LAKE IMPROVEMENT BOARD
PO BOX 53
GREENBUSH MI 48738-9999

PLEASE MAKE CHECKS PAYABLE TO:
MICHIGAN MILLERS MUTUAL INS CO

MICHIGAN MILLERS DEPT 208301

P.O. BOX 55000
DETROIT MI 48255-2083

ACCOUNT NUMBER	CL0042500P
AGENCY NUMBER	21611
ACCOUNT BALANCE	351.00
PAYMENT DUE DATE	**05/17/23**
MINIMUM PAYMENT DUE	**351.00**

AMOUNT ENCLOSED $_____

01208301677600425008000000000000035100000000351004

INV04 1008

Alcona County Review
P.O. Box 548 111 Lake St.
Harrisville, MI 48740
989-724-6384

Invoice

Bill To

Cedar Lake Improvement Board
P.O. Box 53
Greenbush, MI 48738

Date	Invoice #
6/28/2023	27599

Terms: Due upon receipt.

P.O. No.

Date	Description	Qty	Rate	Amount
06/23/2023	710 letters, envelopes, and postcards	1	700.00	700.00
06/23/2023	Postage for above	1	777.00	777.00
	Sales Tax		6.00%	0.00
			Total	**$1,477.00**

Affidavit of Publication

In the Matter of Cedar Lake Management & Weed Control Special Assessment District
June 23, 2023
Commercial Print Job

STATE OF MICHIGAN, SS
COUNTY OF ALCONA

Cheryl L. Peterson being first duly sworn, says that she is the publisher of the Alcona County Review, a newspaper published in Alcona County, Michigan, in the English language for the dissemination of local or transmitted news and intelligence of a general character and legal news, which is a duly qualified newspaper, and that annexed hereto is a copy of a certain order taken from said newspaper, in which the order was distributed through the U..S . Postal Service on:

June 23, 2023

Cheryl L. Peterson

Subscribed and sworn to before me this

23 **day of** June **2023**

Ann M. Eddinger
Notary Public for Alcona County,
Acting in Alcona County
My Commission Expires 3-6-2026

Alcona County Review
P.O. Box 548 111 Lake St.
Harrisville, MI 48740
989-724-6384

Invoice

Bill To

Cedar Lake Improvement Board
P.O. Box 53
Greenbush, MI 48738

Date	Invoice #
4/26/2023	27654

Terms: Due upon receipt.

P.O. No.

Date	Description	Qty	Rate	Amount
04/12/2023	Meeting Schedule	12	6.50	78.00
	Sales Tax		6.00%	0.00
			Total	**$78.00**

Affidavit of Publication

In the Matter of 2023 Regular Meeting Schedule ~ ***Cedar Lake Improvement Board***

STATE OF MICHIGAN, SS
COUNTY OF ALCONA

Cheryl L. Peterson being first duly sworn, says that she is the publisher of the Alcona County Review, a newspaper published in Alcona County, Michigan, in the English language for the dissemination of local or transmitted news and intelligence of a general character and legal news, which is a duly qualified newspaper, and that annexed hereto is a copy of a certain order taken from said newspaper, in which the order was published on:

April 12, 2023

Cheryl L. Peterson

Subscribed and sworn to before me this

12 day of April 2023

Ann M. Eddinger

Ann M. Eddinger
Notary Public for Alcona County,
Acting in Alcona County
My Commission Expires 3-6-2026

CEDAR LAKE IMPROVEMENT BOARD
2023 REGULAR MEETING SCHEDULE

PLEASE TAKE NOTICE that the Cedar Lake Improvement Board will hold regularly scheduled meetings on the following dates for the remainder of 2023:

Friday, April 14, 2023
Friday, July 14, 2023
Friday, October 13, 2023
Friday, December 8, 2023

These meetings will be held at 10:00 AM ET (unless changed or cancelled) at the Greenbush Township Hall, 5039 Campbell Street, Greenbush, MI 48738. Simultaneous public access conference call (audio only) services will also be provided. Information to access the conference call service is provided below.

Pursuant to ADA, individuals with disabilities may request aids/services within a reasonable time to participate in the meeting by contacting the CLIB Chairman at (810) 516-6686.

For further information, please contact the Cedar Lake Improvement Board Chairman at (810) 516-6686.

Cedar Lake Improvement Board
Regular Public Meeting
Public Access Instructions

CONFERENCE CALL-IN INFORMATION:

To join the conference call, participants should call 302-202-1110 & enter Conference Code: 639770

SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
1320 Brookwood Drive
Suite H
Little Rock, AR 72202
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI013308
Invoice Date: 9/20/2023

Bill To: Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Ship To: Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Ship Via
Ship Date 9/20/2023
Due Date 10/20/2023
Terms Net 30

Customer ID 18536
P.O. Number
P.O. Date 9/20/2023
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Consulting (Permitting,Survey) One-Time Service NOTICE Cedar Lake Improvement Board 00-01 - 2023 pre-treatment notices, as required by MDEGLE ANC permit. (694) notices at $1.00 per mailing Mailed on June 12, 2023		1	1	694.00	694.00

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 694.00

Subtotal:	**694.00**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Payment Amount:	0.00
Total:	**694.00**

2023 AQUATIC NUISANCE CONTROL TREATMENT NOTICE

This notice is to inform you that the **Cedar Lake Improvement Board** has contracted with SOLitude Lake Management for aquatic nuisance control services. Treatments will occur throughout the summer at the recommendation of the lake consultant and approval of the lake improvement board. Various areas of the lake will be treated with aquatic herbicides and/or algaecides for the control of aquatic nuisance plants and/or algae.

Any and all products used in the lake are federally registered with the Environmental Protection Agency (EPA), registered for use in Michigan by the Department of Agriculture and Rural Development (MDARD), and permitted for this lake by the Michigan Department of Environment, Great Lakes, and Energy (MDEGLE). Applications approved under the MDEGLE permit include rates, locations, and timing that minimize impacts to non-target organisms, such as fish, other wildlife, and pets.

Please watch the shoreline for the posting of YELLOW treatment notification signs, which indicate the day of treatment, exact products applied, and all associated water use restrictions. Signs will be posted along the shoreline within each treatment area, homes adjacent to the treatment area, the DNR boat launch, and Cedar Lake Park (Greenbush Township).

The products applied to the lake may be either liquid or granular formulations. Liquid products are sprayed across the lake surface or injected below the surface depending on treatment strategies and/or weather conditions. Granular formulations are applied with broadcast spreaders.

The approximate date of the first treatment is June 15 - 30, 2023.

The treatments will be completed by SOLitude Lake Management. If you have any questions regarding the pesticide treatment you can contact SOLitude Lake Management at:

SOLitude Lake Management
3390 N State Road, Suite D
Davison, MI 48423
(877) 517 - 7331
www.solitudelakemanagement.com

MDEGLE ANC Permit Information:
Cedar Lake, Iosco & Alcona Counties
MDEGLE ANC Permit ANC9807725

WATER USE RESTRICTIONS

The following table shows the products that may be applied this summer and their associated water use restrictions. Please locate and read the yellow treatment notification signs to determine the exact products used and specific restrictions after each treatment.

		Do not use treated water for:*					
Brand Name	**Active Ingredient**	**Swim/Bathe**	**Irrigate Turf**	**Irrigate Ornamentals**	**Irrigate Food Crops**	**Water Livestock****	**Drinking Water**
Cutrine Plus, Cutrine Ultra	Chelated copper algicide	N.R.	N.R.	N.R.	N.R.	N.R.	N.R.
Aquathol-K, Hydrothol 191	Endothal	24 hours	N.R.	N.R.	N.R.	N.R.	N.R.
Tribune	Diquat Dibromide	24 hours	3 days	3 days	5 days	24 hours	3 days
Clipper, Propeller, Flumiguard	Flumioxazin	24 hours	2 days	2 days	2 days	N.R.	N.R.
Stingray	Carfentrazone	24 hours	14 days	14 days	14 days	24 hours	24 hours
Navigate, Sculpin G	2,4-D	24 hours	N.R.	up to 120 days	up to 120 days	N.R.	up to 21 days
Renovate, Navitrol	Triclopyr	24 hours	N.R.	up to 120 days	up to 120 days	N.R.	N.R.
ProcellaCOR EC	Florpyrauxifen-benzyl	24 hours	N.R.	up to 35 days	up to 35 days	24 hours	N.R.
Glyphosate 5.4	Glyphosate	24 hours	N.R.	N.R.	N.R.	N.R.	N.R.
Habitat	Imazapyr	24 hours	N.R.	N.R.	N.R.	N.R.	N.R.
AMP, PondZilla, Cygnet Plus	Enzymes & Adjuvants	N.R.	N.R.	N.R.	N.R.	N.R.	N.R.

N.R. = No restriction for this category associated with the product.
*There are no water use restrictions for domestic uses, fishing, or consuming fish.
**Pets should follow the restriction for swimming & bathing unless the lake is their primary source of drinking water.

POSTINGS

For each application, 8.5" x 11" YELLOW treatment notification signs will be posted along the shoreline. The signs will be posted at all properties along each treatment zone or within 100 feet of a treatment zone. If you do not have a sign, the nearest treatment zone was more than 100 feet from your property and you DO NOT need to follow the water use restrictions.

The signs shall indicate the day of treatment, permit number, contact information, exact products applied and the corresponding water use restrictions. New signs will be posted for each treatment event, including the new products and water use restrictions.

Posting of the treatment notification signs may be completed in advance of the actual treatment date. The signs include a small box that, if checked, indicates the signs were posted prior to the treatment date. If the box is not checked, the application will be made on the same day as the posting.

Posters will be attached to trees, posts, decks, docks and other vertical objects along the immediate shoreline. However, riparian property owners who choose not to have the posters affixed to their personal property may have alternative postings. Within 30 feet of the immediate shoreline, you may supply your own bright YELLOW painted supporting device (stake) at least 30 inches tall and the posters will be stapled to that device.

Treatment notification signs and treatment maps will also be posted at the DNR boat launch and Cedar Lake Park (Greenbush Township).

SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
1320 Brookwood Drive
Suite H
Little Rock, AR 72202
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI-78140
Invoice Date: 6/1/2023

Bill To: Cedar Lake Improvement Board
PO Box 53
Greenbush, 48738-0053

Ship To: Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738-0053

Ship Via
Ship Date 6/1/2023
Due Date 7/1/2023
Terms Net 30

Customer ID 18536
P.O. Number
P.O. Date 6/1/2023
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Consulting (Permitting,Survey) One-Time Service PERMITTING Cedar Lake Improvement Board 00-01 2023 ANC Pemit applied for, Thank you for your con tinued business!		1	1	1,760.00	1,760.00

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 1,760.00

Subtotal:	**1,760.00**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Payment Amount:	0.00
Total:	**1,760.00**

SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
1320 Brookwood Drive
Suite H
Little Rock, AR 72202
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI-78162
Invoice Date: 6/1/2023

Bill To: Cedar Lake Improvement Board
PO Box 53
Greenbush, 48738-0053

Ship To: Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738-0053

Ship Via
Ship Date 6/1/2023
Due Date 7/1/2023
Terms Net 30

Customer ID 18536
P.O. Number
P.O. Date 6/1/2023
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Consulting (Permitting,Survey) One-Time Service PRE TREAT SURVEY Cedar Lake Improvement Board 00-01		1	1	800.00	800.00

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 800.00

Subtotal:	**800.00**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Payment Amount:	0.00
Total:	**800.00**

SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
1320 Brookwood Drive
Suite H
Little Rock, AR 72202
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI-87327
Invoice Date: 6/30/2023

Bill To: Cedar Lake Improvement Board
PO Box 53
Greenbush, 48738-0053

Ship To: Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738-0053

Ship Via
Ship Date 6/30/2023
Due Date 7/30/2023
Terms Net 30

Customer ID 18536
P.O. Number
P.O. Date 6/30/2023
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Lake, Pond & Wetland Application One-Time Service Cedar Lake Improvement Board 00-01 INVASIVES CONTROL Per Price Table Dated 6/27/23, Proposal Version: V2 Copy included for reference		1	1	27,879.59	27,879.59

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 27,879.59

Subtotal:	**27,879.59**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Payment Amount:	0.00
Total:	**27,879.59**

SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
1320 Brookwood Drive
Suite H
Little Rock, AR 72202
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI013587
Invoice Date: 9/27/2023

Bill To:
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Ship To:
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Ship Via
Ship Date 9/27/2023
Due Date 10/27/2023
Terms Net 30

Customer ID 18536
P.O. Number
P.O. Date 9/27/2023
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Lake, Pond & Wetland Application					
One-Time Service					
Cedar Lake Improvement Board 00-01					
SHORELINE		1	1	2,250.00	2,250.00
OTHER		1	1	1,000.00	1,000.00

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 3,250.00

Subtotal:	**3,250.00**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Payment Amount:	0.00
Total:	**3,250.00**

KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING
536 E. Michigan Avenue
Suite 300
Kalamazoo, MI 49007

Invoice

DATE	INVOICE #
5/8/2023	23-193

BILL TO:

Cedar Lake Improvement Bd.
C/o Rex Vaughn
PO Box 53
Greenbush, MI 48738

P.O. NO.	TERMS
2022-2023	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Professional Engineer - Task 1	3	160.00	480.00
Senior Scientist/ Principal - Task 1	1.75	200.00	350.00
Environmental Engineer I - Task 1	0.75	115.00	86.25
Web hosting & maint. fee - April 2023 - Task 1b		15.00	15.00
Senior Scientist/ Principal - Task 4c	0.25	200.00	50.00
Environmental Engineer I - Task 4e	1.25	115.00	143.75
Senior Scientist/ Principal - Task 7d	1.25	200.00	250.00
This invoice is for professional services rendered in April 2023, as related to Cedar Lake Improvement Board, 2022-2023 budget.			

Please remit payment to Kieser & Associates, LLC
For questions, please contact Becky Hough.

Total USD 1,375.00

Phone #	Fax #
(269) 344-7117	(269) 344-2493

Kieser & Associates, LLC
Time by Job Detail
April 8 - 30, 2023

Cedar Lake Improvement Bd. (2022-2023)	Date	Name	Duration	Cost	Notes
Cedar Lake Improvement Bd. (2022-2023): Task 1 - Client Coordination					
	04/20/2023	Jacobson, John	2.00	320.00	Coord. Jones Ditch Wetlands Survey, Speak w/ Rex on back of the envelope hydraulics
	04/24/2023	Jacobson, John	1.00	160.00	Support around water levels (see email from Mark)
	04/14/2023	Kieser, Mark	1.25	250.00	CLIB call participation
	04/19/2023	Kieser, Mark	0.50	100.00	Response to Rex on shoring costs
	04/12/2023	Foster, Mike	0.75	86.25	Website updates
	04/30/2023	Web Hosting Fee		15.00	Web hosting and maint. fee - April 2023
Total Cedar Lake Improvement Bd. (2022-2023): Task 1:			**5.50**	**931.25**	
Cedar Lake Improvement Bd. (2022-2023): Task 4C-Jones Creek-2 Piezos/Heron Logger					
	04/20/2023	Kieser, Mark	0.25	50.00	Jones ditch downstream Piezo damage concern.
Total Cedar Lake Improvement Bd. (2022-2023): Task 4C:			**0.25**	**50.00**	
Cedar Lake Improvement Bd. (2022-2023): Task 4E-Jones Creek-Flow & Drain Analysis					
	04/14/2023	Foster, Mike	0.50	57.50	Call with John Jacobson on Jones Watershed analysis
	04/19/2023	Foster, Mike	0.50	57.50	Meeting with John Jacobson on Jones Creek watershed flow
	04/25/2023	Foster, Mike	0.25	28.75	Call with John Jacobson on sheet piling
Total Cedar Lake Improvement Bd. (2022-2023): Task 4E:			**1.25**	**143.75**	
Cedar Lake Improvement Bd. (2022-2023): Task 7D-Outlet Monit-Piezo at Timberlakes					
	04/21/2023	Kieser, Mark	1.25	250.00	Call with Rex and John J. on Lakewood Shores failure
Total Cedar Lake Improvement Bd. (2022-2023): Task 7D:			**1.25**	**250.00**	
TOTAL - CEDAR LAKE IMPROVEMENT BD. (2022-2023):			**8.25**	**1,375.00**	

KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING

536 E. Michigan Avenue
Suite 300
Kalamazoo, MI 49007

Invoice

DATE	INVOICE #
6/14/2023	23-211

BILL TO:

Cedar Lake Improvement Bd.
C/o Rex Vaughn
PO Box 53
Greenbush, MI 48738

P.O. NO.	TERMS
2023-2024 Budget	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Senior Scientist/ Principal - Task 2a	0.5	200.00	100.00
Environmental Engineer I - Task 5e	2.75	115.00	316.25
Senior Scientist/ Principal - Task 5e	0.25	200.00	50.00
Professional Engineer - Task 5e	3.5	160.00	560.00
Spicer Group, Invoice #221296, 5/18/23 - Lidar Survey - Task 5e.1		7,410.00	7,410.00
This invoice is for professional services rendered through May 31, 2023, as related to Cedar Lake Improvement Bd., 2023-2024 Services.			

Please remit payment to Kieser & Associates, LLC
For questions, please contact Becky Hough.

Total USD 8,436.25

Phone #	Fax #
(269) 344-7117	(269) 344-2493

Kieser & Associates, LLC
Time by Job Detail
May 2023

Cedar Lake Improvement Bd. (2023-2024)	Date	Name	Duration	Cost	Notes
Cedar Lake Improvement Bd. (2023-2024): Task 2a - CLIB Coordination					
	05/23/2023	Kieser, Mark	0.50	100.00	Precip. hydrology; 12" lake level drop Q
Total Cedar Lake Improvement Bd. (2023-2024): Task 2a:			**0.50**	**100.00**	
Cedar Lake Improvement Bd. (2023-2024): Task 5e - Hydrology- Jones Ditch Watershed TOPO Survey					
	05/22/2023	Foster, Mike	0.25	28.75	Jones Creek LIDAR analysis
	05/18/2023	Foster, Mike	0.50	57.50	LIDAR analysis
	05/23/2023	Foster, Mike	2.00	230.00	Analysis of rainfall/lake level patterns for Jones Ditch
	05/23/2023	Kieser, Mark	0.25	50.00	Jones ditch survey data discussions
	05/22/2023	Jacobson, John	2.00	320.00	Jones Ditch topo preparation and analysis add property lines
	05/23/2023	Jacobson, John	0.50	80.00	Review of Topo Survey and reporting to Client
	05/25/2023	Jacobson, John	1.00	160.00	Topo Support for Rex's presentation
Total Cedar Lake Improvement Bd. (2023-2024): Task 5e:			**6.50**	**926.25**	
Cedar Lake Improvement Bd. (2023-2024): Task 5e.1 - Hydrology- Jones Ditch Watershed TOPO Survey (Direct Costs)					
	05/18/2023	Spicer Group		7410.00	Invoice No: 221296 - Lidar Survey
Total Cedar Lake Improvement Bd. (2023-2024): Task 5e.1:				**7,410.00**	
TOTAL - CEDAR LAKE IMPROVEMENT BD. (2023-2024):			**7.00**	**8,436.25**	

Invoice

ENGINEERS
SURVEYORS
PLANNERS
ARCHITECTS

REMIT PAYMENT TO:
230 S. Washington Avenue
Saginaw, MI 48607
Phone (989) 754-4717
Fax (989) 754-4440

JOHN JACOBSON
KIESER & ASSOCIATES
536 E MICHIGAN AVE
SUITE 300
KALAMAZOO, MI 49007

May 18, 2023
Invoice No: 221296
Amount Due This Invoice **$7,410.00**
Project Manager JEREMY DANCER

PROJECT 134370SG2023 CEDAR LAKE LiDAR SPRING 2023

Professional Services Rendered through Period May 13, 2023

Lump Sum

Billing Phase	Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Survey	7,410.00	100.00	7,410.00	0.00	7,410.00
Total Fee	7,410.00		7,410.00	0.00	7,410.00

Total Fee **7,410.00**

TOTAL DUE THIS INVOICE **$7,410.00**

OK
5/24/23

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING
536 E. Michigan Avenue
Suite 300
Kalamazoo, MI 49007

Invoice

DATE	INVOICE #
7/6/2023	23-241

BILL TO:

Cedar Lake Improvement Bd.
C/o Rex Vaughn
PO Box 53
Greenbush, MI 48738

P.O. NO.	TERMS
2023-2024	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Field Technician - Task 5a	5	60.00	300.00
Project Scientist II - Task 5a	5	85.00	425.00
Senior Scientist/ Principal - Task 5d	5.25	200.00	1,050.00
Professional Engineer - Task 5d	1	160.00	160.00
Field Technician - Task 5d	17.75	60.00	1,065.00
Project Scientist II - Task 5d	17	85.00	1,445.00
Well Materials (See Attached Breakdown) - Task 5d.1		676.86	676.86
Mileage - To/From Cedar Lake 6/28/23 - Task 5d.1	520	0.585	304.20
Camp Inn Lodge - Hotel 6/28/23 - Task 5d.1		106.53	106.53
McDonalds - 6/28/23 - Breakfast - Task 5d.1		19.58	19.58
Jimmy Johns - 6/27/23 - Lunch - Task 5d.1		24.31	24.31

This invoice is for professional services rendered in June 2023, as related to Cedar Lake Improvement Bd. 2023-2023 Services.

Please remit payment to Kieser & Associates, LLC
For questions, please contact Becky Hough.

Total USD 5,576.48

Phone #	Fax #
(269) 344-7117	(269) 344-2493

Kieser & Associates, LLC
Time by Job Detail
June 2023

Cedar Lake Improvement Bd. (2023-2024)	Date	Name	Duration	Cost	Notes
Cedar Lake Improvement Bd. (2023-2024): Task 5a - Hydrology-Logger Maint+ 2 Visit					
	06/28/2023	Ostoin, Zach	5.00	300.00	Downloading select Jones/Sherman loggers and driving back to Kalamazoo
	06/28/2023	Hart, John J.	5.00	425.00	Downloaded the data from select Jones/Sherman loggers & return travel
Total Cedar Lake Improvement Bd. (2023-2024): Task 5a:			**10.00**	**725.00**	
Cedar Lake Improvement Bd. (2023-2024): Task 5d-Hydrology-New Shoreline Loggers-2					
	06/20/2023	Kieser, Mark	0.50	100.00	New Timberlake Piezo coord.
	06/22/2023	Kieser, Mark	0.25	50.00	New piezo install coordination
	06/27/2023	Kieser, Mark	2.25	450.00	Piezo install prep
	06/28/2023	Kieser, Mark	2.25	450.00	New piezo. Coordination on installation
	06/21/2023	Jacobson, John	0.50	80.00	Miss Dig for Timber lakes Piezos
	06/27/2023	Jacobson, John	0.50	80.00	Support for Piezo install at Timber lakes clubhouse
	06/26/2023	Ostoin, Zach	1.25	75.00	cleaning well pipes in preparation for install
	06/27/2023	Ostoin, Zach	6.00	360.00	prep for cedar lake well, and driving to Oscoda
	06/28/2023	Ostoin, Zach	10.50	630.00	Installed two ground water monitoring wells
	06/26/2023	Hart, John J.	0.50	42.50	talked w/ J. Jacobson re: well installs & data downloads needed for Wed.
	06/27/2023	Hart, John J.	6.00	510.00	Prepared for well instillation & traveled up to Cedar Lake
	06/28/2023	Hart, John J.	10.50	892.50	Installed two wells at cedar Lake purged them & set the concrete
Total Cedar Lake Improvement Bd. (2023-2024): Task 5d:			**41.00**	**3,720.00**	
Cedar Lake Improvement Bd. (2023-2024): Task 5d.1-Hydrology-New Shoreline Loggers-2 (Direct Costs)					
	06/28/2023	Well Materials		676.86	Well Materials (please see attached for breakdown)
	06/28/2023	Mileage		304.20	Mileage to/from Cedar Lake 6/28/23, Approx. 520 Miles
	06/28/2023	Camp Inn Lodge		106.53	Hotel, 6/28/23, J. Hart
	06/28/2023	McDonalds		19.58	Breakfast, 6/28/23 - John Hart and Zach Ostoin
	06/27/2023	Jimmy Johns		24.31	Lunch 6/27/23 - John Hart & Zach Ostoin
Total Cedar Lake Improvement Bd. (2023-2024): Task 5d.1 (Direct Costs):				**1,131.48**	

Kieser & Associates, LLC
Time by Job Detail
June 2023

Cedar Lake Improvement Bd. (2023-2024)	Date	Name	Duration	Cost	Notes
TOTAL - CEDAR LAKE IMPROVEMENT BD. (2023-2024):			**51.00**	**5,576.48**	

Quantity	Item Description	Price Per Unit	Total Price
3	5 ft. 2 inch diameter galvenized riser pipe	$ 59.99	$ 179.97
2	3 ft. 2 inch diameter stainless steel screens	$ 66.89	$ 133.78
4	2 inch drive couplings	$ 11.99	$ 47.96
2	well pro covers	$ 105.30	$ 210.60
2	locking well caps	$ 40.00	$ 80.00
2	pad locks	$ 9.97	$ 19.94
1	bag cement	$ 4.61	$ 4.61
			$ 676.86

Expedia

Receipt

Expedia itinerary: 72592853751624

Purchase date: Jun 27, 2023

Booking details

Camp Inn Lodge

3111 North U.S. 23, Oscoda, MI, 48750 United States of America

Check-in: Jun 27, 2023

Check-out: Jun 28, 2023

1 room x 1 night

Standard Double Room, 2 Queen Beds, Non Smoking

Booked for: John Hart

Payment details

Room price	
Tue, Jun 27	$114.94
Taxes & Fees	$12.64
Other	
2,105 Expedia Rewards points applied	-$21.05

Total	**$106.53** Paid [AmericanExpress 3000]

Tonight only: save 5%

Prices shown after $7.09 savings



INSHOP

Jimmy John's #3575
4323 West Vienna Road, Unit 1
810-547-1000

08-27-2023 Chk# 182 Open 8:17 PM
Tkr 116 Reg# 1 8:17 PM

Jalapeno Ranch Wrap
[redacted]
#14 Bootlegger
[redacted]

LTO Combo
Favorite Combo

Total $ 24.31

*** PAID ***

Visa XX.1896 Amt 24.31 Tip: 0.00

INSHOP

Order Taker: Jayson

Chk# 182

To let us know how we did, visit
tellj..com.

Look up you aky Fast Rewards at
j..79.com

2



Thank You Valued Customer

LOCATOR # 9

KS# 6
Slide1

06/28/2023 07:05 AM
Order 01

PAID

1 Big Breakfast w/Htck	7.99
1 Big Breakfast w/Htck	
SUB Round Egg	
1 Sau Egg Ch McGrdl M!	6.39
1 L Premium Roast	0.80
<Drink Upcharge>	
ADD 2 Cream	
ADD 2 Sugar	
ADD Espresso Shot	1.29
Subtotal	16.47
Tax	1.11
Eat-In Total	19.58
Cashless	19.58
Change	0.00

MER# 429334
CARD ISSUER ACCOUNT#
Visa SALE **********1896
TRANSACTION AMOUNT 19.58
AUTHORIZATION CODE - 778512
SEQ# 004521

McDonald's Restaurant - Oscoda #3892
NOW HIRING
TEXT - M1758 to 38000 to APPLY

Sign up for MyMcDonald's rewards
to earn points on future visits

KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING
536 E. Michigan Avenue
Suite 300
Kalamazoo, MI 49007

Invoice

DATE	INVOICE #
8/10/2023	23-257

BILL TO:

Cedar Lake Improvement Bd.
C/o Rex Vaughn
PO Box 53
Greenbush, MI 48738

P.O. NO.	TERMS
2023-2024 Budget	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Environmental Engineer I - Task 5d	0.5	115.00	57.50
Project Scientist IV - Task 5d	12	70.00	840.00
Project Scientist IV - Task 5d	12	70.00	840.00
Field Technician - Task 5d	13.25	60.00	795.00
Mileage-to/from Cedar Lake, 7/10-7/11/23 - Approx. 520 Miles - Task 5d	520	0.585	304.20
Camp Inn Lodge - 2 Hotel Rooms - 7/10/23, Oscodo - Task 5d1		326.68	326.68
Subway - Lunch, 7/10/23, Zach, Natalie, & Kaitlyn - Task 5d1		31.65	31.65
McDonalds, Breakfast, 7/11/23 - Zach, Natalie, Kaitlyn - Task 5d1		19.36	19.36
Horrocks Market - Lunch, 7/11/23 -Zach, Natalie, Kaitlyn -Task 5d1		23.93	23.93

This invoice is for professional services rendered in July 2023, as related to the Cedar Lake Improvement Bd., 2023-2024 Services.

Please remit payment to Kieser & Associates, LLC
For questions, please contact Becky Hough.

Total USD 3,238.32

Phone #	Fax #
(269) 344-7117	(269) 344-2493

Kieser & Associates, LLC
Time by Job Detail
July 2023

Cedar Lake Improvement Bd. (2023-2024)	Date	Name	Duration	Cost	Notes
Cedar Lake Improvement Bd. (2023-2024): Task 5d - 2 New Shoreline Loggers/Install/Survey/Data					
	07/10/2023	Foster, Mike	0.50	57.50	Field support for new well logger placement
	07/10/2023	Howard, Natalie	6.00	420.00	Travel and Measured distance to wells and well depth
	07/11/2023	Howard, Natalie	6.00	420.00	Found data loggers and placed them in new NE wells, return travel
	07/10/2023	McGee, Kaitlyn	6.00	420.00	Travel to Cedar Lake & Prep, Surveying the new wells
	07/11/2023	McGee, Kaitlyn	6.00	420.00	Retrieve well loggers & put them in new NE wells, & Drive back
	07/05/2023	Ostoin, Zach	0.50	30.00	Created boring well logs for new piezo wells
	07/10/2023	Ostoin, Zach	6.00	360.00	Traveled to Cedar Lake and Measured well elevations for NE piezos
	07/11/2023	Ostoin, Zach	6.00	360.00	Took data loggers out of old wells and put into new wells, return travel
	07/12/2023	Ostoin, Zach	0.75	45.00	Updated piezo spread sheet and well boring logs with new well measurements
Cedar Lake Improvement Bd. (2023-2024): Task 5d - Total:			**37.75**	**2,532.50**	
Cedar Lake Improvement Bd. (2023-2024): Task 5d.1 - Hydrology - 2 New Shoreline Loggers/Install/Survey/Data - Direct Costs					
	07/10/2023	Mileage		304.20	Mileage to/from Cedar Lake, 7/10 & 7/11/23 - Approx. 520 Miles
	07/11/2023	Camp Inn Lodge		326.68	Camp Inn Lodge, Oscoda, 7/10-7/11 - 2 Rooms, 1 night
	07/10/2023	Subway		31.65	Lunch, July 10, 2023 - K. McGee, Z. Ostoin, & N. Howard
	07/11/2023	McDonalds		19.36	Breakfast, July 11, 2023 - K. McGee, Z. Ostoin, & N, Howard
	07/11/2023	Horrocks Market		23.93	Lunch, July 11, 2023 - K. McGee, Z. Ostoin, & N. Howard
Cedar Lake Improvement Bd. (2023-2024):Task 5d.1:				**705.82**	
TOTAL: CEDAR LAKE IMPROVEMENT BD. (2023-2024):			**37.75**	**3,238.32**	

Expedia

Receipt

Expedia itinerary: 72595202470062

Purchase date: Jun 30, 2023

Booking details

Camp Inn Lodge

3111 North U.S. 23, Oscoda, MI, 48750 United States of America

Check-in: Jul 10, 2023

Check-out: Jul 11, 2023

2 rooms x 1 night

Standard Double Room, 2 Queen Beds, Non Smoking

Booked for: Natalie Howard

Standard Double Room, 2 Queen Beds, Non Smoking

Booked for: Zach Ostoin

Payment details

Room 1 price	
Mon, Jul 10	$147.15
Taxes & Fees	$16.19
Room 2 price	
Mon, Jul 10	$147.15
Taxes & Fees	$16.19

Total	**$326.68** Paid [AmericanExpress 3000]

Horrocks Farm Market LAN
7420 West Saginaw
Lansing, MI 48917
(517) 323 3782
www.shophorrocks.com

Cedar Lake

07/11/23 07:46 PM

37B41240 814940 01/191 141

51 2.05 LB 9.99 20.48
SALAD BAR
HORROCKS OWN
>> 001 Tt <<
250838 1 EA 2.22 2.22
EVERYTHING SESAME STICKS
544148
>> 002 FS <<

Sub-Total		22.70
Sales Tax		1.23
Invoice Total		23.93
VISA 6081	/97975	23.93

37B41240

** RETURNS **

** NO RETURNS WITHOUT RECEIPT **

** GENERAL MERCHANDISE **
Returns within 30 days with receipt.
Payment with check - Requires a ID

***** DUPLICATE *****

601

Cedar Lake

We hope your VISIT was
HIGHLY SATISFIRD '5'
BUY ANY ITEM GET ONE FREE
(of equal or lesser value) when you
go to www.mcdvoice.com within 7 days
and tell us about your visit.
Validation Code:_____
Expires 30 days after receipt date.
Valid at participating US McDonald's.

Survey Code:
03892-06010-71123-06177-00193-6

McDonald's Restaurant #3892
5050 NORTH HURON ROAD
OSCODA, MI 48750
TEL# 989 739 3111

Thank You Valued Customer

KS# 6 07/11/2023 06:17 AM
Side1 Order 01

PAID

1 Sausage Egg McMuffin	4.49
NO Sausage	
1 Saus Egg Ch Bagel	5.59
2 Hotcakes	8.18
Subtotal	18.26
Tax	1.10
Take-Out Total	19.36
Cashless	19.36
Change	0.00

MER# 429334
CARD ISSUER ACCOUNT#
Visa SALE **********6081
TRANSACTION AMOUNT 19.36
AUTHORIZATION CODE - 264020
SEQ# 004790

McDonald's Restaurant - Oscoda #3892
NOW HIRING
TEXT - Mi758 to 38000 to APPLY

Sign up for MyMcDonald's rewards
to earn points on future visits

Cedar Lake

Subway#13562-0 Phone 989-739-3770
5121 N US 23
Oscoda, MI, 48750
Served by: 97 7/10/2023 9:48:04 pm
Term ID-Trans# 1/A-463988

Qty	Size	Item	Price
1	6"	Veggie Delite Sub	4.79
2	12"	#11TkyHm&RstBf2xChSub	21.18

Sub Total	25.97
State Tax (6%)	1.56
Total (Eat In)	27.53
Tips	4.12
Total (With Tips)	31.65
Credit Card	31.65
Change	0.00

Approval No: 548711
Reference No: 5YLA001689040117076
Card Issuer: Visa
Account No: **********6081
Acquired: MSR
CVM: SignatureCapture
Amount: $31.65
MID: 420429002155138
TID: 75205328
Date/Time: 07/10/2023 21:48:37
APPROVED

CUSTOMER COPY

Host Order ID: DMGT4LZ45Z472Q42

Lettuce know how we did today at
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you a sweet offer

KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING
536 E. Michigan Avenue
Suite 300
Kalamazoo, MI 49007

Invoice

DATE	INVOICE #
9/13/2023	23-281

BILL TO:

Cedar Lake Improvement Bd.
C/o Rex Vaughn
PO Box 53
Greenbush, MI 48738

P.O. NO.	TERMS
2023-2024	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Senior Scientist/ Principal - Task 2	1.25	200.00	250.00
Project Scientist II - Task 5a	4.5	85.00	382.50
Project Scientist IV - Task 5a	4.5	70.00	315.00
Mileage to/from Cedar Lake, 8/29 & 8/30/23 - Task 5a.1	520	0.585	304.20
Project Scientist IV - Task 5f	0.5	70.00	35.00

This invoice is for professional services rendered through August 31, 2023, as related to the Cedar Lake Improvement Bd. 2023-2024 Services.

Please remit payment to Kieser & Associates, LLC
For questions, please contact Becky Hough.

Total USD 1,286.70

Phone #	Fax #
(269) 344-7117	(269) 344-2493

Kieser & Associates, LLC
Time by Job Detail
August 2023

Cedar Lake Improvement Bd. (2023-2024)	Date	Name	Duration	Cost	Notes
Cedar Lake Improvement Bd. (2023-2024): Task 2 - CLIB Coordination					
	08/08/2023	Kieser, Mark	0.50	100.00	Call with Rex on new website needs
	08/09/2023	Kieser, Mark	0.25	50.00	Website options
	08/31/2023	Kieser, Mark	0.50	100.00	Foam questions from observations
Total Cedar Lake Improvement Bd. (2023-2024): Task 2:			**1.25**	**250.00**	
Cedar Lake Improvement Bd. (2023-2024): Task 5a - Hydrology-Logger Maint+ 2 Visit					
	08/29/2023	Hart, John J.	4.50	382.50	Travel & Downloaded logger data at 4 sites
	08/29/2023	Howard, Natalie	4.50	315.00	Downloading data from loggers
Total Cedar Lake Improvement Bd. (2023-2024): Task 5a:			**9.00**	**697.50**	
Cedar Lake Improvement Bd. (2023-2024): Task 5a.1 - Hydrology-Logger Maint+ 2 Visit					
	08/29/2023	Mileage		304.20	Mileage to/from Cedar Lake, 9/29 & 8/30/23
Total Cedar Lake Improvement Bd. (2023-2024): Task 5a.1:				**304.20**	
Cedar Lake Improvement Bd. (2023-2024): Task 5f-Hydrology- Annual Reporting					
	08/16/2023	McGee, Kaitlyn	0.50	35.00	QA data and database entry
Total Cedar Lake Improvement Bd. (2023-2024): Task 5f:			**0.50**	**35.00**	
TOTAL: CEDAR LAKE IMPROVEMENT BD. (2023-2024):			**10.75**	**1,286.70**	

KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING
536 E. Michigan Avenue
Suite 300
Kalamazoo, MI 49007

Invoice

DATE	INVOICE #
7/3/2023	23-234

BILL TO:

Cedar Lake Improvement Board
Attn: Mr. Rex Vaughn
P.O. Box 53
Greenbush, MI 48738

P.O. NO.	TERMS
2023 LakeScan	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
CEDAR LAKE - LAKESCAN 2023			
Task 1 - Client Communications/ Project Coord. - Invoicing 70%		946.40	946.40
Task 2 - Pre-Season - Invoicing 100%		1,508.00	1,508.00
This invoice is for professional services rendered through June 30, 2023, as related to Cedar Lake, LakeScan 2023 Services.			

Please remit payment to Kieser & Associates, LLC
For questions, please contact Becky Hough.

Total USD 2,454.40

Phone #	Fax #
(269) 344-7117	(269) 344-2493

KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING
536 E. Michigan Avenue
Suite 300
Kalamazoo, MI 49007

Invoice

DATE	INVOICE #
8/10/2023	23-256

BILL TO:

Cedar Lake Improvement Board
Attn: Mr. Rex Vaughn
P.O. Box 53
Greenbush, MI 48738

P.O. NO.	TERMS
2023 LakeScan	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
CEDAR LAKE 2023 LAKESCAN			
Client Communications/ Project Coord. - 90%		270.40	270.40
June Survey - 100%		2,340.00	2,340.00
June Interim Report - 100%		416.00	416.00
This invoice is for professional services rendered through July 31, 2023, as related to Cedar Lake, LakeScan 2023 Services.			

Please remit payment to Kieser & Associates, LLC
For questions, please contact Becky Hough.

Total USD 3,026.40

Phone #	Fax #
(269) 344-7117	(269) 344-2493

KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING

536 E. Michigan Avenue
Suite 300
Kalamazoo, MI 49007

Invoice

DATE	INVOICE #
8/31/2023	23-262

BILL TO:

Cedar Lake Improvement Board
Attn: Mr. Rex Vaughn
P.O. Box 53
Greenbush, MI 48738

P.O. NO.	TERMS
2023 LakeScan	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
CEDAR LAKE - LAKESCAN 2023			
Late Season August Survey - 100% Complete		3,900.00	3,900.00
This invoice is for professional services rendered through August 31, 2023, as related to Cedar Lake, 2023 LakeScan Services.			

Please remit payment to Kieser & Associates, LLC
For questions, please contact Becky Hough.

Total USD 3,900.00

Phone #	Fax #
(269) 344-7117	(269) 344-2493

Iosco County News Herald/Oscoda Press

110 W State St.
P.O. Box 72
East Tawas, MI 48730

Advertising Statement

1/1

BILLING DATE	TERMS OF PAYMENT
04/30/2023	27 days

BILLED ACCOUNT
Cedar Lake Improvement Board c/o Treasurer P.O. Box 53 Greenbush, MI 48738

BILLED ACCOUNT NO.	AGENCY/CLIENT
99203325	99203325

NAME OF AGENCY/CLIENT
Cedar Lake Improvement Board c/o Treasurer

DATE	TRANS #	DESCRIPTION	INS	SAU	INCHES	RATE	AMOUNT	TOTAL
03/31/2023		Balance Forward					354.20	354.20
04/04/2023	402176275	Payment Check 01733					-177.10	177.10
04/12/2023	303885490	MEETING - 01002260	1	2 x 4.5	9.00	0.00	130.15	307.25

PAST DUE

CURRENT	AGING			
	1 - 30	31 - 60	61 - 90	91 - 120
$ 130.15	$ 177.10	$ 0.00	$ 0.00	$ 0.00

TOTAL NET AMOUNT DUE
$ 307.25

We impose a surcharge of 3.99% on credit cards that is not greater than our cost of acceptance.. PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

If you desire to charge this amount to your credit card, please complete the following information and return to the address below: [ ] Visa [ ] Mastercard [ ] Discover [ ] American Express

Acct# _____ Exp Date: _____

Signature _____ CIV_____ Zip Code_____

BILLED ACCOUNT NO.	BILLED ACCOUNT NAME	AMOUNT REMITTED
99203325	Cedar Lake Improvement Board c/o	

REMIT TO
Iosco County News Herald/Oscoda Press P.O. Box 616 West Frankfort, IL 62896 Phone: 989-362-3456 Fax: 989-362-6601

Payment in full is due upon receipt of the statement. A service charge on all balances over 30 days will be computed by a 'Periodic Rate' of 1-1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, this applies to the previous balance after deducting current payments and credits appearing on your statement.

Remittance Advice

TAW992033250000000000030725

STATE OF MICHIGAN }ss

_____County of Iosco

John Morris
being duly sworn, deposes and says that he is the editor of the THE OSCODA PRESS, a newspaper published and circulating in the County of Iosco, in said State, that the annexed printed notice has been published on the following date, to wit:

April 12, 2023

John Morris, Editor

Subscribed and sworn to before me this
12th day of April A.D. 2023

Christine M. York, Notary Public for Iosco
County, Acting in Iosco County, Michigan
My Commission expires March 6, 2029

CEDAR LAKE IMPROVEMENT BOARD 2023 REGULAR MEETING SCHEDULE

PLEASE TAKE NOTICE that the Cedar Lake Improvement Board will hold regularly scheduled meetings on the following dates for the remainder of 2023:

Friday, April 14, 2023
Friday, July 14, 2023
Friday, October 13, 2023
Friday, December 8, 2023

These meetings will be held at 10:00 AM ET (unless changed or cancelled) at the Greenbush Township Hall, 5039 Campbell Street, Greenbush, MI 48738. Simultaneous public access conference call (audio only) services will also be provided. Information to access the conference call service is provided below.

Pursuant to ADA, individuals with disabilities may request aids/services within a reasonable time to participate in the meeting by contacting the CLIB Chairman at (810) 516-6686.

For further information, please contact the Cedar Lake Improvement Board Chairman at (810) 516-6686.

Cedar Lake Improvement Board
Regular Public Meeting
Public Access Instructions

CONFERENCE CALL-IN INFORMATION:

To join the conference call, participants should call 302-202-1110 & enter Conference Code: 639770

Bloom Sluggett, PC

161 Ottawa Ave NW, Ste. 400
Grand Rapids, MI 49503
(616) 965-9340

May 4, 2023

Cedar Lake Improvement Board
Attn: Rex Vaughn, Chairperson
PO Box 53
Greenbush, MI 48738

Re: 19627-001
Cedar Lake Improvement Board

Enclosed is invoice 23787, which covers services through 4/30/2023. This invoice, dated 5/4/2023, is for $467.50. Prompt payment of your total balance is appreciated and is due 30 days from invoice date.

Billing Summary

Total for services rendered	$467.50
Total expenses	$0.00
Total previous balance	$1,595.00
Total payments and other transactions	($1,595.00)
Balance Due	**$467.50**

If you have questions, please call us at (616) 965-9340. Thank you.

Enclosure

Bloom Sluggett, PC

161 Ottawa Ave NW, Suite 400
Grand Rapids, MI 49503
(616) 965-9340

Invoice submitted to:
Cedar Lake Improvement Board
Attn: Rex Vaughn, Chairperson
PO Box 53
Greenbush, MI 48738

May 4, 2023

Invoice # 23787

Professional Services

			Hours	Amount
4/4/2023	CHB	Email - closed session; conference with client; analysis; draft an email legal opinion.	0.80	220.00
4/7/2023	CHB	Research OMA issues; draft the client email legal opinion.	0.50	137.50
4/18/2023	CHB	Email - two new issues; analysis.	0.10	27.50
4/20/2023	CHB	Analysis of new issues; conference with client.	0.30	82.50
		For professional services rendered	1.70	$467.50
		Previous balance		$1,595.00
		Accounts receivable transactions		
5/2/2023		Payment - Thank You. Check No. 1744		($1,595.00)
		Total payments and adjustments		($1,595.00)
		Balance due		$467.50

A $25 returned check fee will be charged for each occurrence, in addition to bank charges.

Bloom Sluggett, PC

161 Ottawa Ave NW, Ste. 400
Grand Rapids, MI 49503
(616) 965-9340

July 11, 2023

Cedar Lake Improvement Board
Attn: Rex Vaughn, Chairperson
PO Box 53
Greenbush, MI 48738

Re: 19627-001
Cedar Lake Improvement Board

Enclosed is invoice 23996, which covers services through 6/30/2023. This invoice, dated 7/11/2023, is for $440.00. Prompt payment of your total balance is appreciated and is due 30 days from invoice date.

Billing Summary

Total for services rendered	$440.00
Total expenses	$0.00
Total previous balance	$0.00
Total payments and other transactions	$0.00
Balance Due	**$440.00**

If you have questions, please call us at (616) 965-9340. Thank you.

Enclosure

Bloom Sluggett, PC

161 Ottawa Ave NW, Suite 400
Grand Rapids, MI 49503
(616) 965-9340

Invoice submitted to:
Cedar Lake Improvement Board
Attn: Rex Vaughn, Chairperson
PO Box 53
Greenbush, MI 48738

July 11, 2023

Invoice # 23996

Professional Services

			Hours	Amount
6/2/2023	CHB	Conference with client regarding the lake association official complaints to the counties.	0.20	55.00
6/14/2023	CHB	Email - FOIA; conference with client; draft a FOIA costs client response letter.	0.60	165.00
6/15/2023	CHB	Client email - FOIA; conference with client; finalize the client response letter.	0.50	137.50
6/26/2023	CHB	Conference with client regarding further FOIA questions and issues; revise the Lake Board's FOIA response letter.	0.30	82.50
		For professional services rendered	1.60	$440.00
		Balance due		$440.00

A $25 returned check fee will be charged for each occurrence, in addition to bank charges.

Bloom Sluggett, PC

161 Ottawa Ave NW, Ste. 400
Grand Rapids, MI 49503
(616) 965-9340

August 9, 2023

Cedar Lake Improvement Board
Attn: Rex Vaughn, Chairperson
PO Box 53
Greenbush, MI 48738

Re: 19627-001
Cedar Lake Improvement Board

Enclosed is invoice 24105, which covers services through 7/31/2023. This invoice, dated 8/9/2023, is for $330.00. Prompt payment of your total balance is appreciated and is due 30 days from invoice date.

Billing Summary

Total for services rendered	$330.00
Total expenses	$0.00
Total previous balance	$440.00
Total payments and other transactions	($440.00)
Balance Due	**$330.00**

If you have questions, please call us at (616) 965-9340. Thank you.

Enclosure

Bloom Sluggett, PC

161 Ottawa Ave NW, Suite 400
Grand Rapids, MI 49503
(616) 965-9340

Invoice submitted to:
Cedar Lake Improvement Board
Attn: Rex Vaughn, Chairperson
PO Box 53
Greenbush, MI 48738

August 9, 2023

Invoice # 24105

Professional Services

			Hours	Amount
7/4/2023	CHB	Email - FOIA - costs - issue; analysis; conference with client.	0.70	192.50
7/19/2023	CHB	Emails; review of new documents - minutes and FOIA issues; analysis; conference with client.	0.50	137.50
		For professional services rendered	1.20	$330.00
		Previous balance		$440.00
		Accounts receivable transactions		
8/6/2023		Payment - Thank You. Check No. 1762		($440.00)
		Total payments and adjustments		($440.00)
		Balance due		$330.00

A $25 returned check fee will be charged for each occurrence, in addition to bank charges.

Bloom Sluggett, PC

161 Ottawa Ave NW, Ste. 400
Grand Rapids, MI 49503
(616) 965-9340

September 7, 2023

Cedar Lake Improvement Board
Attn: Rex Vaughn, Chairperson
PO Box 53
Greenbush, MI 48738

Re: 19627-001
Cedar Lake Improvement Board

Enclosed is invoice 24210, which covers services through 8/31/2023. This invoice, dated 9/7/2023, is for $962.50. Prompt payment of your total balance is appreciated and is due 30 days from invoice date.

Billing Summary

Total for services rendered	$962.50
Total expenses	$0.00
Total previous balance	$330.00
Total payments and other transactions	$0.00
Balance Due	**$1,292.50**

If you have questions, please call us at (616) 965-9340. Thank you.

Enclosure

Bloom Sluggett, PC

161 Ottawa Ave NW, Suite 400
Grand Rapids, MI 49503
(616) 965-9340

Invoice submitted to:
Cedar Lake Improvement Board
Attn: Rex Vaughn, Chairperson
PO Box 53
Greenbush, MI 48738

September 7, 2023

Invoice # 24210

Professional Services

			Hours	Amount
8/2/2023	CHB	Email - FOIA matter; analysis regarding the same.	0.20	55.00
8/3/2023	CHB	Conference with client regarding OMA and FOIA issues.	0.20	55.00
8/7/2023	CHB	Emails - Wusterbarth and Linderman; analysis; conference with client; research regarding the OMA and FOIA issues.	0.70	192.50
8/8/2023	CHB	Research FOIA regarding appeal issues; emails; conference with client regarding the OMA and FOIA issues.	0.50	137.50
8/17/2023	CHB	Email - new requests and demands from Mr. Linderman; analysis; conference with client.	0.70	192.50
8/25/2023	CHB	Emails - FOIA; analysis; follow-up.	0.20	55.00
8/28/2023	CHB	Emails - Linderman; draft a client FOIA appeal response letter.	0.50	137.50
8/30/2023	CHB	Emails - appeal - Linderman; finalize the client appeal letter; conference with client.	0.50	137.50
		For professional services rendered	3.50	$962.50
		Previous balance		$330.00
		Balance due		$1,292.50

A $25 returned check fee will be charged for each occurrence, in addition to bank charges.

Bloom Sluggett, PC

161 Ottawa Ave NW, Ste. 400
Grand Rapids, MI 49503
(616) 965-9340

October 5, 2023

Cedar Lake Improvement Board
Attn: Rex Vaughn, Chairperson
PO Box 53
Greenbush, MI 48738

Re: 19627-001
Cedar Lake Improvement Board

Enclosed is invoice 24316, which covers services through 9/30/2023. This invoice, dated 10/5/2023, is for $247.50. Prompt payment of your total balance is appreciated and is due 30 days from invoice date.

Billing Summary

Total for services rendered	$247.50
Total expenses	$0.00
Total previous balance	$1,292.50
Total payments and other transactions	($330.00)
Balance Due	**$1,210.00**

If you have questions, please call us at (616) 965-9340. Thank you.

Enclosure

Bloom Sluggett, PC

161 Ottawa Ave NW, Suite 400
Grand Rapids, MI 49503
(616) 965-9340

Invoice submitted to:
Cedar Lake Improvement Board
Attn: Rex Vaughn, Chairperson
PO Box 53
Greenbush, MI 48738

October 5, 2023

Invoice # 24316

Professional Services

			Hours	Amount
9/29/2023	CHB	Work regarding the appeal involving FOIA; conference with client; draft a legal opinion letter regarding the appeal.	0.90	247.50
		For professional services rendered	0.90	$247.50
		Previous balance		$1,292.50
		Accounts receivable transactions		
9/22/2023		Payment - Thank You. Check No. 1763		($330.00)
		Total payments and adjustments		($330.00)
		Balance due		$1,210.00

A $25 returned check fee will be charged for each occurrence, in addition to bank charges.

WEBBATS BAT710B1

P.O. Box Service Fee Notice
GREENBUSH

2398 S US HIGHWAY 23, GREENBUSH, MI 48738

(989) 724-6896

CEDAR LAKE IMPROVEMENT BOARD
PO BOX 53
GREENBUSH, MI 48738

Date of Notice: 09/20/2023
Box# 53
6 Months: $36.00
12 Months: $72.00
Due Date: 09/30/2023

Dear CEDAR LAKE IMPROVEMENT BOARD:

This is a friendly reminder that your Post Office Box or Caller Service renewal fee is due. If you have already paid this fee, please disregard this notice and thank you for your continued business with the United States Postal Service. If you have not yet submitted your payment, please do so now.

For your convenience, you can sign up at www.usps.com/poboxes and renew or manage your PO Box online. You can use your credit card to make a one-time payment or sign up for automatic payments so you never miss a due date. You can also renew your PO Box at any one of our Self-Service Kiosks located at select Post Offices nationwide. Go to www.usps.com/locator/welcome.htm and look for Self-Service Kiosks to find a location near you.

As always, payments can be made at the Post Office or mailed to the attention of the Postmaster at the address indicated above. Please make checks or money orders payable to the US Postal Service and include your PO Box number and ZIP Code. If paying by mail, a receipt will be delivered to your PO Box.

Note: Caller Service may only be paid in Enterprise PO Box Online (EPOBOL). (Enroll at https://postalpro.usps.com/EPS under the "Quick Links" section). Please be sure to include this notice with your remittance. Caller Service receipts will be provided through the EPOBOL Application.

If your payment is not received by the due date, access to your PO Box will be blocked and caller services will be limited. If we have not received your payment by the 10th day after the due date, your PO Box service will be terminated, incoming mail will be returned to the sender, and, in addition to any unpaid monthly PO Box fees, you will be charged a handling fee to reopen your box. To avoid this inconvenience, we encourage you to renew on time.

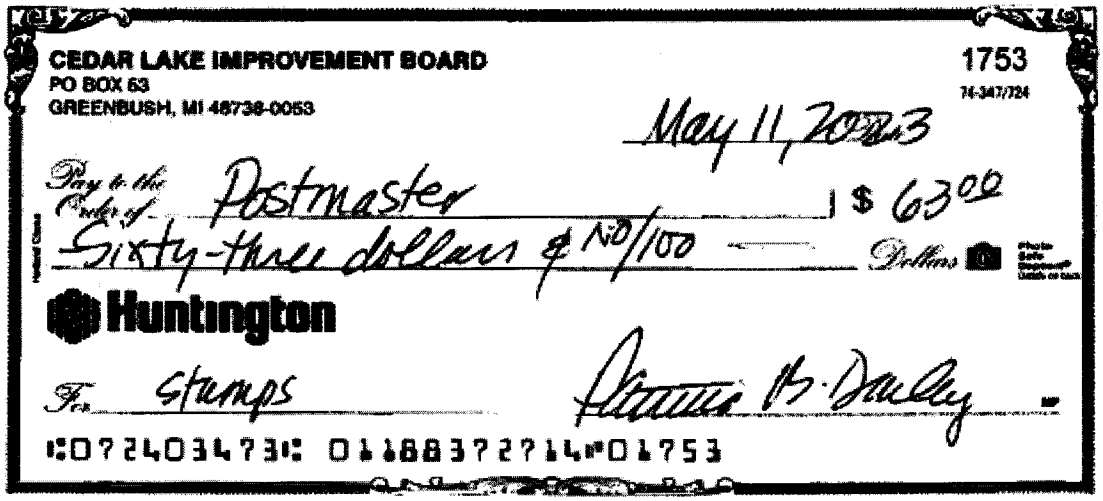
As a reminder, your account information must be current. If your physical address or other pertinent information has changed since you applied for your PO Box, please ask a Sales and Service Associate at your Post Office to update the filed copy of your PS Form 1093, *Application for Post Office Box Service.*

To update your information for Caller Service, you can ask a Sales and Service Associate to update the PS 1093-C, *Application for Caller Service* .

You are a valued customer and we appreciate your business. Thank you,

POSTMASTER, GREENBUSH

Image Details


CEDAR LAKE IMPROVEMENT BOARD
PO BOX 63
GREENBUSH, MI 48738-0053

1753
74-347/724

May 11, 2023

Pay to the Order of Postmaster $ 63.00

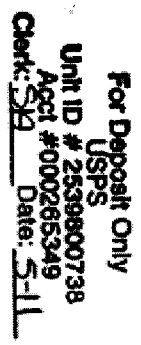
Sixty-three dollars & NO/100 Dollars

Huntington

For Stamps

:072403473: 0188837271 4:01753


05172023
>021410080<
HSBC Bank USA N.A.
>021410080<
This endorsement
added electronically


For Deposit Only
USPS
Unit ID # 2539800738
Acct #000265349
Clerk: SKD Date: 5-11

View Back Print

Schlicht Ponds

13126 Sheridan Rd
Montrose, MI 48457
+1 9897599345
ralynn@pondperfection.com
www.pondperfection.com

INVOICE

BILL TO
Carolyn Brummund, Treasurer
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

SHIP TO
Carolyn Brummund, Treasurer
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

TRACKING# 810-516-6686

INVOICE 404
DATE 05/25/2023

DESCRIPTION	AMOUNT
Site Visit	199.00

SUBTOTAL	199.00
TAX	0.00
TOTAL	199.00
BALANCE DUE	**$199.00**