

LEGAL SERVICES AGREEMENT

This Agreement made this 10th day of March, 2025
between the City of Gladstone

hereinafter referred to as "Owners," and

Nicholas Curcio

attorney at law, of Curcio Law Firm PLC,
hereinafter referred to as "Attorney":

WHEREAS, the Attorney agrees to perform all legal services
necessary to the organization, financing, construction, and initial
operation of the Water Treatment Plant Improvements.

WITNESSETH:

That for and in consideration of the mutual covenants and promises
between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the attorney will perform such services as are necessary to
accomplish the above recited objectives including, but not limited
to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, U. S. Department of Agriculture (USDA), (g) entering into construction contracts; (h) preparation and adoption of by-laws, rules and regulations, and the rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.
3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.

4. Preparation, negotiation, or review of contract with a city or other source of water supply, when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recording thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from state regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
8. Preparation and approval of those documents pertaining to the issuance of the Owner's obligations. Preparation of opinions of counsel as required by Owners or the USDA. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

(Please refer to Michigan Guide 4, Attachment 1 "Legal Requirements Guide" when preparing the required legal documents)

SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

Hourly rate of \$ 220 plus expenses; not to exceed
\$ 15,000 ;

2. Additional compensation, in excess of the maximum agreed on above, may be increased by amendment to this agreement only when there is sufficient documentation for the increase and approved by USDA Rural Development.

Said fees to be payable in the following manner and at the following times:

Monthly upon invoice

SECTION C - OTHER PROVISIONS

[Not Applicable]

Attorney: C. Curcio
(signature)

Firm Name: Curcio Law Firm PLC

Address:
16905 Birchview Drive, Nuica, MI 49448

Phone: 616-430-2201

Fax:

Email: ncurcio@curciofirm.com

Owners: _____
(appropriate signature)

(appropriate signature)

USDA, Rural Development Concurrence

By: _____
(signature)

Name, title: _____