



## City Council

Mayor: Chris Emerick  
Mayor Pro-Tem: Sandy Szeliga  
Council: Dan Elliott  
Sean Duffy  
Matt Hildebrand  
City Clerk: Kathy Fiebig  
City Manager: Pepper Lockhart

City of Evart  
200 S. Main St.  
Evart, MI 49631  
(231) 734-2181

[www.evart.org](http://www.evart.org)

### CITY OF EVART REGULAR COUNCIL MEETING AGENDA Monday, January 3, 2022 @ 8:00PM

The Regular Council Meeting will be held in the Community Room at the Depot located at 200 S. Main St. Evart, MI 49631

**Before each regular council meeting there will be a standing pre-council work session from 7:30PM to 8:00PM.**

**1. Call to Order: 8:00PM**

**2. Pledge of Allegiance**

**3. Roll Call**

**4. Citizens' Comments – limited to 3-4 minutes per individual**

**5. Approval of Agenda**

**6. Consent Agenda**

*The purpose of the Consent Agenda is to expedite business by grouping non-controversial items together to be dealt with by one Board motion (roll-call vote) without discussion. Any person, whether Board Member, staff or public may ask that item be removed from the Consent Agenda to be placed elsewhere on the regular agenda for discussion. All such requests will be granted.*

**A. Regular Council Minutes – December 20, 2021**

**B. Vendor's List \$45,651.17**

**C. Budget Amendments**

**7. Unfinished Business**

**D. MacLellan's Offer to Purchase Lot 2 of the Industrial Park – *will send if received***

**8. New Business**

**E. Department of Public Works Employment Contract**

**F. Compensation Commission Appointment – Jim Schwab**

**G. Sale and Split of Lots 6, 7 & 8 of the Industrial Park**

**H. Clearance of Trees & Brush – Airport Runway**

**I. Ordinance 2021-02/An Ordinance to Amend the City of Evart Zoning Ordinance**

**J. Ordinance 2021-03/An Ordinance to Amend Evart City Code, Chapter 8**

**9. Department/Informational Reports (No Action Needed)**

**K. Accounts Payable Report (12/21/2021 – 1/3/2022)**

**L. Payroll Reports (12/21/2021 – 1/3/2022)**

**10. City Attorney Report/Comment**

**11. City Clerk Report/Comment**

**M. Planning Commission Annual Report 2020-2021 (FYI)**

**12. City Manager Report/Comment**

**13. Finance Director Report/Comment**

**14. Department of Public Works Report/Comment**

**15. Police Department Report/Comment**

**16. Downtown Development Authority Report/Comment**

**17. Evert Area Fire Department**

**18. Evert Housing Commission**

**19. Citizens' Comments – *limited to 3-4 minutes per individual***

**20. Adjournment**

**CITY OF EVART  
REGULAR COUNCIL MEETING  
December 20, 2021 @ 8:00PM  
Community Room at the Depot, 200 S. Main Street**

Mayor Chris Emerick called the meeting to order at 8:00pm, then led the assembly in the Pledge of Allegiance.

**Present (via roll call):** Sean Duffy, Dan Elliott, Mayor Emerick, Matt Hildebrand, Sandra Szeliga

**Present (staff):** City Manager Pepper Lockhart, Finance Director/Treasurer Jennie Duncan, Director of Public Works Dustin Moma, City Attorney James White, City Clerk Kathy Fiebig

**Guests:** Dr. Steven Kalesperis, Roger Elkins

**Citizens' Comments:** none

**Approval of Agenda**

Motion by Mr. Hildebrand to approve the agenda as presented. Support by Ms. Szeliga. Motion passed with all in favor.

**Approval of Consent Agenda**

**A.** Regular Council Minutes – December 6, 2021

**B.** Vendor's List \$53,694.99

**C.** Budget Amendments

Motion by Mayor Emerick to approve the consent agenda with the addition of the August and September financial statements. Support by Mr. Elliott. Motion passed with all in favor.

**Unfinished Business**

**D.** Agreement to Sale – Lots 2 & 3 at the Evart Air Industrial Park

Mr. Hildebrand noted that the city still has not received enough financial information regarding this project to move forward with the sale. Mr. Kalesperis, one of the proposed buyers, asked what council wants to see. Ms. Lockhart stated that the city requires guaranteed proof of funds: certificates of deposit or bank statements, as examples. Mr. Duffy is concerned about the viability of this project as council has requested this information repeatedly and has been repeatedly assured that it would be provided. No action taken.

**E.** OHM Engineering Costs for River St. and High St.

Ms. Lockhart and Mr. Moma presented an overall estimate for this project. The estimate can be considered a worst-case scenario and boring results will give a more accurate idea of actual cost. This estimate assumes replacing the entire street completely, and that may not be needed. However, the city is required to pay for engineering costs up front in order to receive the funding from the Osceola County Road Commission. Motion by Mr. Hildebrand to approve OHM's bid of \$57,232.00 for engineering costs related to milling and paving High and River Street. Support by Mayor Emerick. Motion passed with all in favor.

**New Business**

**F.** McLellan's Offer to Purchase Lot 2 of the Industrial Park – *Discussion*



Ms. Lockhart advised council that the current tenants of the McClellan building intend to make an offer on Lot 2 in the Evart Industrial Park. This will be on the agenda for the January 3, 2022 meeting.

#### **Department/Informational Reports**

**G.** Accounts Payable Report (12/7/2021 -12/20/2021)

**H.** Payroll Reports (12/7/2021 -12/20/2021)

#### **City Attorney Report/Comment**

**I.** Monthly Report (11/15/2021 – 12/15/2021)

Mr. White is reviewing the Purchasing Policy at Ms. Lockhart's request. He questions whether the surveys provided by Lume for the land swap regarding the trail are the most recent; Ms. Lockhart has confirmed with Lume that that is indeed the case. The land grant to 6251 LLC is still on hold although Mr. White has provided the deed showing that the city owns the property free and clear and that there is no restriction tied to railroad use. The title company has not moved forward with the closing. Letters have gone out to the owners of several condemned buildings advising them that demolition is required. No one has responded. Ms. Lockhart noted that Doug Rueffer came in to discuss his property and that she has offered him several options. She will follow up with him. Mr. White recommends that the city start assessing fines if the owners do not address the situations. The deadline is sometime in February.

**City Clerk Report/Comment:** none

#### **City Manager Report/Comment**

**J.** Monthly Report – November 2021

Ms. Lockhart noted that City Hall will be closed on January 3 but that the council meeting will proceed as scheduled. Interviews for the open administrative assistant position will be held tomorrow. Mr. Hildebrand wondered how many water meters have been replaced and Ms. Lockhart advised that the project is roughly 50% complete. Staff has begun to work on the 2022 budget, and Chris Mulkerns will start looking for grants for the High/River Street project. Ms. Lockhart spoke to MDOT Aeronautics about using space at the terminal building for a mental health office and was told there is no FAA rule about paying rent. We have received three bids for clearing the brush at the end of the runway in the amounts of \$104,000, \$53,000 and \$60,000. Mr. Hildebrand asked why we aren't doing this with staff and was advised that the equipment necessary is not available for rent. The deadline for completion is June 1 and much of this must be done while the ground is frozen due to the wetlands involved. She has asked Mr. White to review the Purchasing Policy to see if council can waive the RFP requirement. Ms. Lockhart has spoken with 6251 LLC regarding their development agreement requiring a youth mentoring program. She will be touring the facility with Jay Wallace of Evart Public Schools and the parties will discuss the program then.

**Finance Director Report/Comment:** none

#### **Department of Public Works Report/Comment**

**K.** DPW Monthly Report – November 2021

Custer Builders poured replacement sidewalks for those damaged in the September 7 storm. Mr. Moma will be meeting with Wayne Bayou of Michigan State University regarding the Safe to School sidewalk program.

#### **Police Department Report/Comment**

**L.** Police Department Monthly Report – November 2021

Council appreciated the breakdown of calls.

#### **Downtown Development Authority Report/Comment**

**M.** DDA Monthly Packet – December 14, 2021

#### **Evart Area Fire Department**

**N.** Fire Board Minutes – November 19, 2021



**Evart Housing Commission:** none

***Citizens' Comments:*** none

Motion by Mayor Emerick to adjourn. Support by Mr. Elliott. Motion passed with all in favor. The meeting was adjourned at 8:31pm.

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Kathy Fiebig

City Clerk

12/29/2021 07:21 PM  
User: JENNIE  
DB: CITY OF EVART

CHECK REGISTER FOR CITY OF EVART  
CHECK DATE FROM 12/21/2021 - 01/03/2022

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 751 VENDOR					
12/22/2021	751	38872	1155	CUSTER BUILDERS	2,384.00
12/29/2021	751	777(E)	0024	CONSUMERS ENERGY	1,980.32
01/03/2022	751	38873	1213	BALDWIN ELECTRIC	339.11
01/03/2022	751	38874	0657	DDA-CITY OF EVART	20,000.00
01/03/2022	751	38875	2301	EMERICK, CHRISTINA	342.38
01/03/2022	751	38876	1119	KUBE PROPANE, LLC	978.49
01/03/2022	751	38877	1108	MECEOLA LOCK AND KEY	480.00
01/03/2022	751	38878	933	MICHIGAN ASSOCIATION OF MAYORS	85.00
01/03/2022	751	38879	MISC	PROKOP, ALEXANDRA	131.67
01/03/2022	751	38880	0903	STANDARD INSURANCE CO.	618.01
01/03/2022	751	38881	2300	TELNET WORLDWIDE	284.38
01/03/2022	751	778(A)	921	DRUG SCREEN PLUS	159.00
01/03/2022	751	779(A)	1739	DUNCAN, JENNIFER	40.00
01/03/2022	751	780(A)	994	FLACHS, MICHAEL	40.00
01/03/2022	751	781(A)	1419	JOHN BEAM JR.	40.00
01/03/2022	751	782(A)	1330	MARTIN, DALE	40.00
01/03/2022	751	783(A)	1157	MOMA, DUSTIN	40.00
01/03/2022	751	784(A)	1501	MUCZYNSKI, PATRICK	40.00
01/03/2022	751	785(A)	2302	MULKERNS, CHRISTINE	40.00
01/03/2022	751	786(A)	1069	PEPPER LOCKHART	40.00
01/03/2022	751	787(A)	0740	USA BLUE BOOK	341.31
01/03/2022	751	788(A)	0221	WHITE LAW OFFICE	2,916.67
01/03/2022	751	789(A)	469	ZINGER, ADAM	40.00
01/03/2022	751	790(E)	0024	CONSUMERS ENERGY	13,879.88
01/03/2022	751	791(E)	1784	VERIZON WIRELESS	370.95

751 TOTALS:

Total of 25 Checks:	45,651.17
Less 0 Void Checks:	0.00
Total of 25 Disbursements:	45,651.17

## CONSENT AGENDA REPORT

To: Honorable Mayor Emerick & Council Members  
From: Jennie Duncan, Finance Director/Treasurer  
Date: December 29, 2021  
Re: Requesting Approval for Budget Amendments

For the Consent Agenda of January 3, 2022

Background. Several times a year, I will present budget amendments to the city council for approval. Per our approved Resolution 2020-13, "City officials are responsible for the expenditures authorized in the budget and may expend City funds up to, but not to exceed, the total appropriation authorized for each department. City officials may make transfers among the various line items contained in the department appropriations." Prior to any negative general ledger line item, it is best practice to request a budget amendment. Our 2021-2022 budget was approved on May 17, 2021.

Financial Impact. None

Recommendation. Please approve the following budget amendments as stated.

Attachments.

1. Budget Amendment detail report.



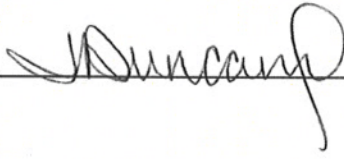
City of Evert  
JOURNAL ENTRY  
JE: 6375

Post Date: 12/29/2021  
Entry Date: 12/29/2021  
Description: FOR COUNCIL MEETING 1/3/2022

Entered By: JENNIE  
Journal: BA

GL #	Description	DR	CR
101-101-957.000	EDUCATION AND TRAINING	427.00	
101-171-807.000	MEMBERSHIP AND DUES		85.00
101-171-860.000	TRAVEL EXPENSES		342.00
101-172-850.000	COMMUNICATIONS	165.00	
101-265-741.000	POSTAGE & SHIPPING	307.00	
101-265-850.000	COMMUNICATIONS		165.00
101-265-921.000	UTILITIES		307.00
101-448-921.000	UTILITIES	339.00	
101-448-930.000	REPAIRS AND MAINTENANCE		339.00
590-537-850.000	COMMUNICATIONS		75.00
590-538-850.000	COMMUNICATIONS	75.00	
Journal Total:		1,313.00	1,313.00

APPROVED BY: \_\_\_\_\_



## AGENDA REPORT

To: Honorable Mayor Emerick & Councilmembers  
From: Pepper Lockhart, City Manager  
Date: December 29, 2021  
Re: Dustin Moma Employment Contract

For the Agenda of January 3, 2022

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**Background.** On May 19, 2021, City Manager appointed Dustin Moma as the Public Works Director with a probationary period of six months. Dustin began his interim period with the City on June 7, 2021. Attached is Dustin's proposed employment contract. The contract has been reviewed by Jim White.

**Issues & Questions Specified.** I have met with the labor relations committee and the contract proposed is what they recommended. The average salary of a Public Works Director in Michigan is \$71,664. Reed City has a comparable population and their salary ranges from \$50,790-\$68,715. They have a 9 step system, with a step earned every three years. Their public works person also does parks and sexton. Since Dustin has started he has also obtained his airport license and is now the airport manager.

**Alternatives.**

1. Not approve
2. Extend interim period

**Financial Impact.** Dustin's wages and benefit package currently come from the general, major, local, sewer, and water funds of our current 2021-2022 approved budget. We will have to take from the fund balance for his current salary.

**Recommendation.** I recommend city council approve the proposed contract as presented.

**Attachments.**

1. Moma's Proposed Employment Contract

**CITY OF EVART**  
**EMPLOYMENT AGREEMENT**  
**DIRECTOR OF PUBLIC WORKS/AIRPORT MANAGER**

This employment agreement dated January 3, 2022, is entered into between Dustin Moma, Director of Public Works/Airport Manager, (hereinafter "Moma"), and The City of Evart, Michigan (hereinafter "City"). The parties agree to be bound by the provisions of this Employment Agreement.

1. **NATURE AND PURPOSE OF AGREEMENT.** The purpose of this agreement is to establish compensation and other monetary considerations/benefits, which are not specified by, or differ from the City's Personal Policies Handbook. Moma has been provided with a copy of the City's Personal Policies Handbook and a copy of his acknowledgment of receipt and acceptance of such policies is on record and filed in his personnel file.
2. **TERM.** The considerations established herein shall become effective January 3, 2022, and continue through January 2, 2027, provided that Moma remains employed by City throughout such time period.
3. **BENEFITS.** Except as provided herein, Moma shall receive all the same fringe benefits as may be provided by the City of all full-time employees, pursuant to the City's Personal Policies Handbook. As Moma will be given the use of a city vehicle, mileage will only be reimbursed for conferences and trainings when using his personal vehicle outside the city limits or if a city vehicle is not available. Reimbursement will be equivalent to the IRS mileage rate currently permitted for business travel for City purposes.
4. **DUTIES.** The Director of Public Works/Airport Manager shall be responsible for and perform all duties and obligations attributable to the Director of Public Works/Airport Manager, including but not limited to, those set forth in the City Charter, Evart City Code of Ordinances, State Law and Constitution, and the lawful resolutions and directives of the City Council. Moma shall devote his efforts and attention to the performance of the duties and responsibilities of the position of the Director of Public Works/Airport Manager, including as may be changed or modified from time to time by the City Manager/City Council.

The Director of Public Works/Airport Manager agrees to serve the City in the manner and according to the duties and responsibilities as specified in the job description of the Personal Policies Handbook, City Charter, Director of Public Works: The Charter of the City of Evart and other duties as outlined by the City Manager. It is



recognized that the Director of Public Works must devote time outside of regularly scheduled hours.

5. **COMPENSATION.** Moma's compensation shall be as follows:

January 3, 2022 – June 6, 2022:	\$72,500.00
June 7, 2022-June 6, 2023:	\$74,675.00
June 7, 2023 - June 6, 2024:	\$76,915.00
June 7, 2024 – June 6, 2025:	\$79,222.00
June 7, 2025 – June 6, 2026:	\$81,599.00
June 7, 2026 - January 2, 2027:	\$84,047.00

This amount shall not be reduced during his employment with the City. The compensation shall be paid according to the City pay schedule until the Agreement shall otherwise terminate or be modified and may be adjusted as hereinafter provided.

**QUALIFIED DEFERRED COMPENSATION PLAN.** Qualified Deferred Compensation Plan, to be paid by the City into the City's MERS Plan. The MERS Plan is currently Hybrid Division (HA) Benefit FAC-3

6. **MEMBERSHIP AND PROFESSIONAL DEVELOPMENT.** The city shall pay for the following:
- a. Membership dues to the American Public Works Association, Michigan Association of Planning, and Michigan Association of Airport Executives
  - b. Appropriate expenses in connection with seminars and training up to six (6) per year and more often, or as approved by the City Manager.
7. **HEALTH INSURANCE.** The city shall provide Moma with the option of complete medical/dental/vision care family insurance or to receive the current rate payment in lieu of health insurance per the employee handbook. The city shall also provide a minimum of term life insurance in the amount of \$20,000.
8. **ANNUAL REVIEW.** The City Manager shall annually review and evaluate Moma's job performance.
9. **HOURS OF WORK.** Moma is employed as the Director of Public Works/Airport Manager in a full- time capacity and as such is expected to work a minimum of forty (40) hours per week plus any additional time reasonably required to discharge the duties and responsibility of the office. The position of the Director of Public Works/Airport Manager requires attending evening and occasionally weekend council meetings. It is understood that Moma may absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for those evening and weekend meetings, as approved by the City Manager.

10. **VACATION/SICK TIME/PERSONAL TIME.** Beginning in January of 2022 Moma will be credited annually 120 hours of vacation time. Moma will receive eight (8) hours of sick time per month which he can accrue and be paid out for according to the city handbook policy. Moma will also receive 24 hours of personal time annually.
11. **TERMINATION.** Moma understands and agrees that in accordance with the Official City Charter of the City of Evart, Osceola County, Michigan, as well as the City's Personnel Policies that he serves at the pleasure of the City Manager as an at-will employee with the City and may be terminated at any time with just cause.
- In the event the City exercises its right to terminate the employment of Moma for a reason other than his commission of a felonious criminal act or an offense involving the violation of his official duties, Moma shall be entitled to Severance Compensation. As used herein, Severance Compensation means the equivalent of six (6) months of Moma's salary in effect at the time of termination. The severance shall consist of base salary and any fringe benefits such as sick time and vacation hours.
- Moma shall be entitled to select the form of his Severance Compensation, in either the form of one (1) lump sum payment or in the form of weekly payments matching the City's pay schedule. Regardless of the form of payment, the first payment shall be made to Moma as soon as administratively feasible following the termination. In the event, Moma is terminated for his commission of a felonious criminal act or an offense involving the violation of his official duties the City reserves the right to withhold severance pay.
12. **EXPIRATION.** The City shall renew and/or renegotiate the Employee Agreement with Moma no later than ninety (90) days prior to the expiration of his Employment Agreement.
13. **VOLUNTARY RESIGNATION.** Moma may terminate his employment at any time and for any reason with thirty (30) days' notice to the City. It is strongly encouraged and requested that Moma make every effort to provide the City with ninety (90) days advance of his resignation. Upon the effective date of his resignation, Moma will be entitled to no further compensation or benefits provided for by this Agreement, unless by mutual agreement of the parties involved.
14. **TERMINATION FOR TOTAL AND PERMANENT DISABILITY.** Moma's employment may be terminated one (1) year after he becomes totally and permanently disabled. As used herein, totally and permanently disabled shall be defined as: (1) if Moma is receiving total permanent disability payment pursuant to any disability program under which he is covered, whether owned by the City or otherwise; or (2) in the absence of such disability program, if (a) Moma's attending physician certifies that Moma is unable to perform his duties as set forth herein for the City and that such condition is total and permanent, and (b) in the event that Moma does not timely consult such attending

physician and the City reasonably believes Moma to be so disabled, the City may require an examination be conducted by a properly qualified physician who shall conduct such examination as is appropriate to determine whether or not Moma is totally and permanently disabled; and (c) such condition continues for a period of at least six (6) months. If qualified for long term disability the city has the right to terminate and hire for this position.

15. **ARBITRATION.** The employee agrees to arbitrate any dispute, claim or controversy between employee and employer arising out of Moma's employment or termination thereof. This includes, but is not limited to, any claims of wrongful termination, discrimination, or breach of contract.

The arbitration shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the dispute. Arbitration will be the sole and exclusive means of resolving the dispute. Any award of the arbitrator will be final and may be entered in any court having jurisdiction over the enforcement of the award. Each party agrees to submit to the jurisdiction of any such court for purposes of the enforcement of such award.

Arbitration will be held in Ewart, Michigan. The specific location and time of the arbitration will be in accordance with the mutual agreement of the parties. If the parties cannot agree, the American Arbitration Association will determine the specific place and time.

Each of the parties will pay its own expense of the arbitration. The arbitrator will have the power to award recovery of costs and fees (including reasonable attorney fees, American Arbitration Association and arbitrator fees) between the parties as the arbitrator determines to be equitable.

Each party to the dispute shall be entitled to take the deposition of no more than five (5) individuals. Each party will be entitled to the use of no more than two (2) expert witnesses. If experts are used, the other party may, in addition to the depositions of the five (5) individuals, take the deposition of each expert. In addition, the party using the expert, shall deliver to the other party the expert's educational background, work experienced and any other information that will qualify documents and information the expert used or will use, regarding his/her expert opinion and/or testimony. Each party will have the right to request the admission of any fact, and to request production of documents which the other party will use as evidence in the arbitration hearing. Any dispute regarding discovery shall be determined by the arbitrator.

16. **ENTIRE AGREEMENT.** This instrument contains the entire agreement of the parties and may only be changed with written agreement, signed by the parties involved. Each of the parties has received an executed original of the agreement.



17. **APPROVAL.** By execution of the Agreement, the City acknowledges that all required approvals have been obtained by the City Council, so that this Agreement shall be fully effective and binding upon the parties hereto.
18. **RENEGOTIATE.** In the event Moma's job title changes his employment agreement will be open for renegotiation.
19. **GENERAL PROVISIONS.** The text herein shall constitute the entire agreement between the parties. This agreement shall be binding upon the inure to the benefit of the heir-at-law and executors of the employee. If any provision, or any portion thereof contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF,** The City of Evart, Michigan, has caused this Agreement to be signed by its Mayor, attested by its City Clerk, and impressed with its corporate seal, all as duly authorized by its City Council.

Dated: \_\_\_\_\_, 2022

CITY OF EVART

\_\_\_\_\_  
Chris Emerick, City Mayor

\_\_\_\_\_  
Kathy Fiebig, City Clerk

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Dustin Moma  
Director of Public Works

## **AGENDA REPORT**

To: Honorable Mayor Emerick and Council Members  
From: Kathy Fiebig, City Clerk  
Date: December 29, 2021  
Re: Appointment of Jim Schwab to the Compensation Commission  
For the Agenda of January 3, 2021: Regular Meeting

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### Background

Jim Schwab has agreed to serve on the Compensation Commission, more commonly referred to as the Pay Commission. This is a four-year term beginning in 2021 and ending in 2025 to comply with the requirements of staggered terms.

### Issues and Questions Specified

City Charter requires that the salaries of the clerk, mayor and council members will be determined by the Compensation Commission.

### Alternatives

Deny appointment

### Financial Impact

None

### Recommendation

Mr. Schwab is already a valued member of the Planning Commission and serves on the Administrative Review Committee for the PC. We believe he would be a good resource on the Pay Commission. I recommend that council approve his appointment.

### Attachments

None.

## AGENDA REPORT

To: Honorable Mayor Emerick and Council members

From: Pepper Lockhart, City Manager

Date: December 29, 2021

Re: Sale/Split of Lots 6,7 & 8

For the Agenda of January 3, 2022: Regular Meeting

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### Background

Mr. Sneider has approached the city regarding the sale of lots 6,7 & 8. He plans to do an outdoor grow marihuana facility. Since the city has a 1000 ft restriction from a church or high school, he is proposing that we split the lots, so he complies. The city does have a grow and excess grow license available for him.

### Issues and Questions Specified

Currently lots 6,7 & 8 would not be outside the 1000 ft restriction if they are left as is. Mr. Sneider has put in a cash offer for \$50,000 for approximately 6.37 acres. We will need to verify the exact number when a survey is completed. He has also asked for acceptance by January 2, 2022, but he has been made aware that is not going to happen. He would like the city to pay \$2,500 for the closing costs. The sale is contingent on the purchaser completing a phase 1 environmental survey. We will need to discuss a development agreement since that is required as well. This has been reviewed by our city attorney.

### Alternatives

1. Do not split and leave the lots for sale as is.
2. Do nothing.

### Financial Impact

1. It would be preferable to sell the property and return it to the tax rolls.

### Attachments

1. Lot 6,7 & 8 Listing
2. Purchase Agreement



## COMMERCIAL PURCHASE AGREEMENT

**THIS COMMERCIAL PURCHASE AGREEMENT** is made and entered into this 29th day of December 20 21 ("Effective Date") by and between The City of Evert, MI, a Incorporated City of Michigan ("Seller"), whose address is 5814 100th Ave, Evert Michigan, 49631 [zip], and Alex Sneider and/or his assigns, ("Purchaser"), whose address is 23810 Rivage Ridge Katy TX [State], 77493 [zip code], in the manner following:

1. **PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the real property located in the ☒ City or ☐ Township or ☐ Village of Evert, County of Osceola, Michigan, commonly known as see exhibit C, tax parcel identification number(s) TBD and further described as: a proposed parcel #9 at 6.23 acres., or ☐ see attached legal description as **Exhibit A**, together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral, subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements situated on such property (collectively, the "Real Property").

Place an "X" in the appropriate box(es) below:

- ☐ Check here if sale includes any equipment or personal property and attach list as **Exhibit B**. A bill of sale will be executed at closing.
- ☐ Check here if sale includes any tenant leases and attach list and current rent roll as **Exhibit C**. An assignment of leases will be executed at closing.
- ☐ Check here if sale includes any licenses, permits or other intangible property and attach list as **Exhibit D**. An assignment will be executed at closing.

The Real Property, together with any of the foregoing are collectively the "Property."

2. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be Fifty Thousand----- (\$50,000.00) Dollars.

3. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.





☒ **Cash.** Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at closing by certified check or wire transfer of immediately available funds or another method acceptable to Seller and title company.

☐ **New Mortgage.** Purchaser shall obtain a mortgage from a financial institution to help finance the purchase and pay Seller at Closing the full Purchase Price, including any adjustments and/or prorations contained herein.

☐ **Land Contract.** Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at Closing pursuant to a mutually acceptable Land Contract. The Land Contract shall provide for a down payment of \$ \_\_\_\_\_ at closing and payment of the balance of \$ \_\_\_\_\_ in monthly installments of \$ \_\_\_\_\_, or more, at Purchaser's option, including interest at the rate of \_\_\_\_\_ percent (\_\_\_\_) per annum, amortized over \_\_\_\_\_ years, with interest to start on the closing date. A final "balloon payment" consisting of the entire unpaid principal balance and all accrued and unpaid interest will become due and payable \_\_\_\_\_ months after closing.

4. **EARNEST MONEY DEPOSIT.** Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with a Local \_\_\_\_\_, Title Insurance Company (the "Title Company" or "Escrow Agent"), Purchaser's earnest money deposit in the amount of One Thousand \_\_\_\_\_ (\$1,000.00) Dollars (the "Deposit"). If Purchaser fails to deliver the Deposit timely, Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be refunded to Purchaser in the event this Agreement is properly terminated by Purchaser under the terms and conditions provided for herein; retained by Seller; or applied to the Purchase Price at Closing.

5. **DUE DILIGENCE CONTINGENCY.** Purchaser shall have 120 days after receipt of fully accepted copy of this Agreement executed by Seller ("Inspection Period") to inspect and obtain the following items (place an "X" next to all that apply):

☐ Purchaser's ability to obtain acceptable financing from a financial institution of its choice.

☒ Purchaser's physical inspection of all aspects of the Property which shall include but not be limited to: plumbing, electrical and HVAC systems, roof and any other portions of the Property.

☒ Purchaser's satisfaction with the results of an environmental site assessment.

☒ Purchaser making soil tests, borings and any other engineer and architectural tests Purchaser desires.

☒ Purchaser's satisfaction that the Property is properly zoned or can be rezoned to permit Purchaser's proposed development and use.

☒ Purchaser receiving preliminary site plan approval.

☒ Purchaser obtaining a survey of the Property ("Survey").





- ☐ Purchaser receiving and approving all leases and obtaining a satisfactory estoppel certificate from each tenant.
- ☒ Purchasing conducting any other due diligence desired by Purchaser.
- ☒ Purchaser obtaining any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property.

All due diligence shall be performed by Purchaser at Purchaser's sole expense. Prior to expiration of the Inspection Period, if Purchaser notifies Seller that, in Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purposes, then Seller and the Escrow Agent shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for any obligations which, by the terms of this Agreement are intended to survive termination. In the event Purchaser does not provide Seller with written notice of termination prior to the expiration of the Inspection Period, then the Deposit shall be non-refundable (unless Seller defaults), Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed fulfilled. Seller, at no expense to Seller, shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence, and in obtaining all approvals desired or required from any federal, state or local government ("Governmental Approvals"), provided that no Governmental Approvals shall be binding upon Seller or the Property if Purchaser fails to close. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties hereafter agree in writing that additional time is required to obtain them. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and Purchaser shall defend and indemnify and hold Seller harmless against any liability, loss, damage, cost or expense arising from any of Purchaser's due diligence activities; and these obligations of Purchaser shall survive termination of this Agreement. Within 5 business days after execution of this Agreement, Seller will provide Purchaser with copies of all title policies, surveys, leases, environmental reports, studies, site plans, certificates of occupancy and other documentation in the possession or control of Seller, which is material to Purchaser's decision whether to purchase the Property.

## 6. TITLE INSURANCE.

- (a) **Title Insurance:** Owner Policy of Title Insurance to be furnished hereunder, to be paid for by ☐ Seller or ☐ Purchaser. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for an ALTA Owner's Policy of Title Insurance, ☒ with Standard Exceptions; or ☐ without Standard Exceptions (the "Title Commitment"), from the Title Company, and shall provide a copy of the same to Purchaser upon receipt. Purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At Closing, the Title Company shall deliver to Purchaser a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements.





- (b) **Objections to Title and Survey.** If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) ("Objection Notice") before expiration of the Inspection Period, then Seller shall have 30 days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser's title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser's other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions."

## 7. ENVIRONMENTAL.

- (a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, are present in quantities in violation of applicable law. No claim has been made against Seller with regard to hazardous substances or wastes with respect to the Property.
- (b) **Due Diligence.** Purchaser shall have the right at Purchaser's expense to conduct a Phase I environmental site assessment during the Inspection Period. If any Phase II subsurface investigation is required or recommended, Purchaser and Seller shall attempt to agree upon the nature and extent of any Phase II activities and which party shall bear the cost. If Purchaser and Seller are unable to agree within 10 days, then either party may, upon notice to the other, terminate the Agreement, in which event the Deposit shall be refunded to Purchaser and neither party shall have any further liability thereunder (except for those obligations which, by their terms, survive termination). Purchaser agrees to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall defend, indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. **CLOSING AND CLOSING ADJUSTMENTS.** Closing shall take place at the offices of the Title Company or another mutually acceptable location at the earlier of: (i) 10 days following the expiration of the Inspection Period ; or (ii) upon Purchaser's written notification to Seller that all of the Purchaser's conditions precedent and contingencies have been satisfied or waived;



provided, however, in no event shall Closing occur later than May 31, 2022 05/31/2022 date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions, and the lien of real estate taxes not yet due and payable, along with Seller's right to make any land divisions of the Property permitted to Seller, under the Michigan Land Division Act, MCL 560.101 *et seq* . Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, Seller shall pay and/or satisfy any such encumbrance prior to or simultaneously with the Closing. In addition, at Closing, Seller shall pay the base owner's title insurance policy premium, all state or county real estate transfer taxes, all outstanding water and sewer bills, and any other outstanding obligations which, if unpaid, may become a lien against the Property. The parties shall share equally all Title Company fees and expenses. Current real estate taxes (i.e. the most recent summer and winter tax bills issued) shall be prorated as of the date of the Closing on a "due date" basis as if paid in advance, with Seller receiving a credit for any prepaid taxes. All assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Each party shall pay their own attorney fees. At Closing, the Title Company may establish a water escrow, pending receipt of a final paid water bill for water and sewer charges incurred through Closing.

9. **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement. Before Closing, Seller shall provide the Title Company and Purchaser with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
- (b) **Title.** Seller owns the Property in fee simple and has marketable and good title to the Property. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld.
- (c) **Conflicts.** The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of





Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller or the Property is bound.

- (d) **Litigation.** There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- (e) **No Violations.** To the best of Seller's knowledge, Seller has not received notice of any existing violations of state or federal laws, **municipal**, or county ordinances, or other legal requirements with respect to the Property. In the event Seller receives notice of any such violation affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof.
- (f) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations **promulgated** pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing.
- (g) **Construction Liens.** On the Closing Date, Seller will not be indebted to any contractor, laborer, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the **Property** for which any person could claim a lien against the Property and shall execute a standard title company affidavit to this effect at Closing.

#### 10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.

- (a) **Authority.** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement. Before



Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (b) **Conflicts.** The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound.

11. **DAMAGE TO PROPERTY.** If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which Seller does not repair or agree to repair prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within 15 days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit without further liability, except for those obligations of Purchaser which are intended to survive termination. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. **AS IS.** Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property, upon which Purchaser may rely, except as may be set forth in writing in this Agreement. By Closing, Purchaser agrees to accept the Property in "As Is" condition to the fullest extent permitted by law.

13. **SELLER'S CLOSING OBLIGATIONS.** At Closing, Seller shall execute and deliver the Warranty Deed, closing statement, standard title company owner's affidavit and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

14. **PURCHASER'S CLOSING OBLIGATIONS.** At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above, subject to agreed pro rations and adjustments, and execute and deliver a closing statement and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.





15. **SECTION 1031 TAX-DEFERRED EXCHANGES.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

16. **NOTICES.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or sent via Federal Express, UPS or a similar nationally recognized overnight delivery service, or by certified mail, return receipt requested, addressed to the parties at their addresses specified below or by email. Any notices given by personal service shall be below or by e-mail effective upon delivery. Any notice given by Federal Express or UPS shall be deemed effective one business day after sending. Any notice given by certified mail, return receipt requested, shall be deemed given three business days after mailing, and any notice given by email shall be deemed effective upon receipt. Copies of all notices shall be made as follows:

☒ If to Purchaser:

Name:	<b>Alex Sneider</b>
Address:	<b>23810 Rivage Ridge</b>
Address:	<b>Katy, TX 77493</b>
Telephone:	<b>281-615-3078</b>
Facsimile:	
Email:	<b>alexlsneider@yahoo.com</b>

With copy to:

Name:	<b>Chris Breneman</b>
Address:	



Address:	
Telephone:	517-750-7650
Facsimile:	
Email:	chris@exitjackson.com

☒ If to Seller:

Name:	City of Evart
Address:	5814 100the Ave
Address:	Evart, MI 49631
Telephone:	231-734-2181
Facsimile:	
Email:	

With copy to:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

17. **ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary or appropriate to effectuate the transfers contemplated by this Agreement.





18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior oral and written negotiations and agreements have been merged into this Agreement.

19. **MICHIGAN LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

20. **AMENDMENTS.** This Agreement may be modified or amended only by written instrument signed by the Purchaser and Seller.

21. **EFFECTIVE DATE.** For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed and delivered by both parties including any counter proposals or amendments counter-signed by the opposing party.

22. **BROKER.** Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is Chris Breneman/Ray Snell and is acting as: ☒ an agent of the Purchaser; or ☐ an agent of the Seller; or ☐ as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller; and (ii) Seller's real estate agent is n/a and is acting as: ☐ an agent of the Seller; or ☐ an agent of the Purchaser; or ☐ as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller. Seller agrees to pay the real estate broker(s) involved in this transaction a combined brokerage fee of \$2500.00, with \$2500.00 paid to EXIT REALTY 1st and \$----- paid to ----- at Closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees. All brokers and their agents specifically disclaim responsibility for the condition of the Property and performance of this Agreement. The parties each hereby, and by closing shall be deemed to, waive and release any and all claims and causes of action against all named brokers, their officers, directors, managers, members, employees and agents. The parties each hereby grant all named brokers the right to record a lien against the Property to secure payment of their commission including, without limitation, the right to record a lien under Michigan's Commercial Real Estate Broker Lien Act. All named brokers are third party beneficiaries of this Agreement.

23. **BROKER ENVIRONMENTAL DISCLAIMER.** The Purchaser and Seller agree that each broker and real estate agent has fully disclosed any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Purchaser acknowledges that Purchaser shall be given the opportunity to make a competent environmental inspection, and the Purchaser and Seller each do



hereby release each broker and real estate agent from any liability concerning toxic and hazardous material or substance or other adverse environmental conditions on or about the Property. The Purchaser and Seller each hereby expressly waive any claim whatsoever against each broker and real estate agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

**24. DEFAULT.**

- (a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser shall as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination.
  
- (b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, is in addition to any liability of Purchaser with respect to its repair and indemnity obligations set forth above, which are intended to survive termination of this Agreement.

**25. WAIVER.** The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

**26. DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.





27. **FURTHER ASSURANCES.** The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

28. **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

29. **SUCCESSORS AND ASSIGNS.** The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns; provided, however, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld.

30. **CONTACT WITH THIRD PARTIES.** During the pendency of this Agreement, Seller may discuss with, or receive the submission of written back up offers or letters of intent from any third party or entity relating to the purchase of the Property. Seller shall promptly notify Purchaser in the event Seller should receive a written offer or letter of intent, and Seller shall advise any such third party or entity of the existence and priority of this Agreement.

31. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties upon full and complete execution and delivery of this Agreement. No prior verbal or written Agreement shall survive the execution of this Agreement.

32. **AMENDMENT.** Any amendment to this Agreement shall be in writing and signed by all the parties in order to be binding and enforceable against the parties.

33. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

34. **NO RECORDING.** Neither this Agreement nor a memorandum hereof shall be recorded by either party or any of their representatives.



35. **CONFIDENTIALITY.** Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.

36. **35. COUNTERPARTS; ELECTRONIC TRANSMISSIONS.** This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic PDF signatures.

37. **OFFER.** This Agreement constitutes an offer by Purchaser to purchaser the Property. The offer shall remain valid until 4:00 pm. on 1/2, 2022 and shall be deemed revoked if not accepted by Seller before such time and date.

38. **OTHER PROVISIONS.** In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

39. **ADVICE OF COUNSEL.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement. Such independent counsel may help to determine the marketability of title; understand possible tax consequences; ascertain that the terms of the sale are adhered to before the transaction is closed; and provide advice with respect to all notices and other important matters related to this Agreement. Purchaser and Seller acknowledge the importance of obtaining advice from independent counsel and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

**Purchaser's Acknowledgement of Offer:**





By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

**For Purchaser:**

**Witnesses:**

By:

*Alex Snider*

dotloop verified  
12/28/21 1:50 PM CST  
ZD2I-APLH-DOX7-1AFI

*Ray Snell*

dotloop verified  
12/28/21 1:56 PM EST  
LR5B-QJ1R-UUXZ-1MYM

Its: \_\_\_\_\_

By:

Its: \_\_\_\_\_

**Seller's Acceptance:**



Seller accepts this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (AM/PM) ☐ with the following conditions: \_\_\_\_\_

\_\_\_\_\_ ; or ☐ without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

**For Seller:**

**Witnesses:**

By:

Its: \_\_\_\_\_

By:

Its: \_\_\_\_\_

By:

Its: \_\_\_\_\_

**Purchaser's Acknowledgment of Seller's Acceptance:**



Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then become the Effective Date of this Agreement.

Seller has accepted this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ (AM/PM)

**For Purchaser:**

**Witnesses:**

By:

Its: \_\_\_\_\_

By:

Its: \_\_\_\_\_

**Exhibits:**





The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided	Attached
		By <i>(Purchaser or Seller)</i>	By <i>(Date)</i>
Exhibit A	Property Survey and/or Legal Description	Seller	_____
Exhibit B		Seller	_____
Exhibit C	<b>Proposed Lot #9 for informational purposes only</b>	<b>Purchaser</b>	<b>12/28/2021</b>
Exhibit D		_____	_____
Exhibit E		_____	_____
Exhibit F		_____	_____
Exhibit G		_____	_____







## 11. Industrial Property 67-51-610-007-00

**Address:** N. Industrial Park Drive

**Parcel ID Number:** 67-51-610-007-00

**Legal description:** Lot 7 Evert Air Industrial Park

**Zoned:** General Industrial District and complete with underground utilities

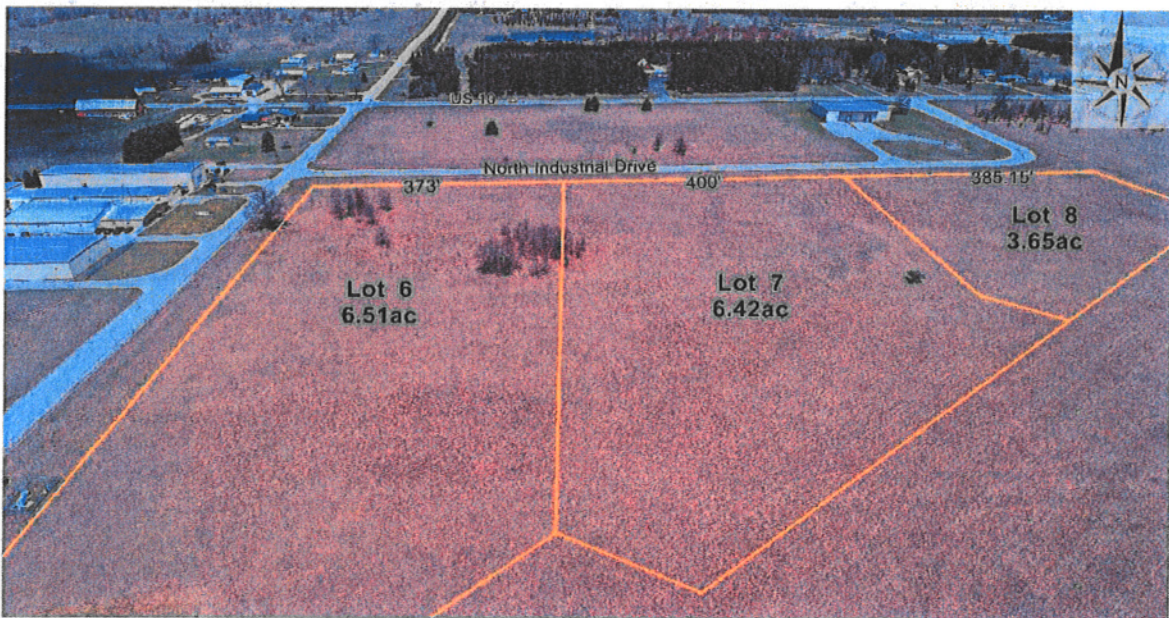
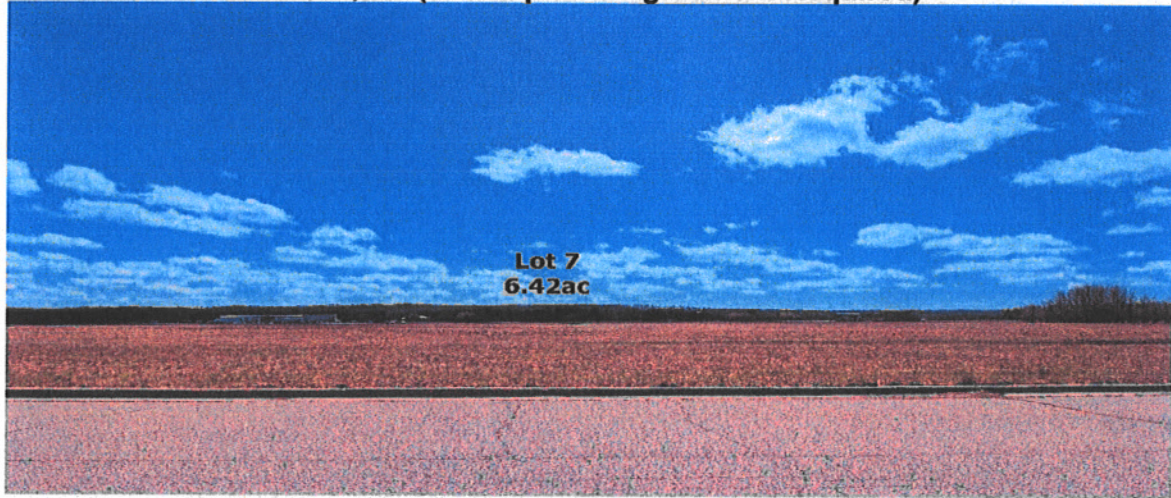
**Land AC:** 6.42 **Land SF:** 279,655

### Highlights

-Phase 1 Environmental completed March 2020

**Executive Summary:** Development opportunity for sale approximately 6.42 acres near US 10 Hwy. Property is located near US 10 which is accessible to both major expressways US 131 and US 127. Will consider splitting/rezoning/combining.

**Minimum Bid Price: \$70,000 (Development Agreement Required)**





## AGENDA REPORT

To: Honorable Mayor Emerick & Council Members  
From: Dustin Moma, Director of Public Works  
Date: December 22, 2021  
Re: Clearance of Trees/Brush – Airport Runway

For the Agenda of January 3, 2022

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Background: The clearing of the end of the runway at the airport was ordered by the Office of Aeronautics, Michigan Department of Transportation due to safety concerns. Interim City manager and I met with C & S Companies regarding engineering, planning and other consulting services at the airport. They have provided a probable project cost in the event you choose to put out a Request for Proposal for this project. That estimate is attached to this report. I have also obtained 3 estimates from local contractors and those are listed below and attached to this report. A legal opinion was requested of the city attorney as to requirements of the city purchasing policy as it relates to this project. That is also attached to this report.

Issues & Questions Specified: We have received estimates from local contractors that are significantly less than the project cost estimate received from C & S Companies. I also investigated renting the equipment and having our employees complete the work. Unfortunately, we are not able to rent all the equipment needed. The legal opinion we received opines that we can accept an estimate from one of these local contractors without going out for an RFP based on Section 3.10 of the Purchasing Policy.

Alternatives: In order to stay in compliance at the airport, this project must be completed by June 1, 2021. If not completed, we could receive fines and fees.

Financial Impact:

C & S Companies cost estimate: \$104,000 plus consulting fees.

Estimate #1 - \$60,000  
Estimate #2 - \$58,000  
Estimate #3 - Time & Material (see attached)

Attachments:

C & S Companies – Probable Project Cost Estimate  
Estimate #1  
Estimate #2  
Estimate #3  
Legal Opinion





PROBABLE PROJECT COST

EVART MUNICIPAL AIRPORT  
EVART, MI  
RUNWAY OBSTRUCTION REMOVAL

E39.009.001

11/17/21

ITEM NO	FAA SPEC	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	C-105	MOBILIZATION (10% MAX.)	1	LS	\$9,300.00	\$9,300.00
2	C-106	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	1	LS	\$15,000.00	\$15,000.00
3	P-151	CLEARING	39,000	SY	\$2.00	\$78,000.00
TOTAL CONSTRUCTION COST						\$102,000.00
CONTINGENCY (20%)						\$2,000.00
TOTAL PROJECT COST						\$104,000.00

Estimate  
# 1

### Bryan Fry Brush Mowing

Machine cost for mowing and retrieval: \$40,000

Wages for additional operators and laborers: \$10,000

Matting and material costs: \$5,000

Additional insurance and logistics costs: \$5,000

TOTAL: \$60,000

This work includes the ability for airport to have minimal maintenance after completion of project for 10 plus years, on top of the matts being purchased will be left behind to further aid in the ease of properly maintaining airport property.

Thanks,  
Bryan Fry



# RCB CONTRACTING SERVICES

6649 65th Avenue  
Ewart, MI 49631  
231-846-0800  
rcbcontracting17@yahoo.com

**Bill To:**

City of Ewart

**Ship To:**

## Estimate

Number: E169

Date: December 1

Estimate  
#2

Terms	Project
30 days	Brush Removal

Date	Description	Amount
	Complete Estimate for Airport Brush Removal  Take down brush and trees in designated area approximetely 2-3 acres. Debris to be left cut and layed down  All Equipment needed will be supplied by contractor to complete job.  Project will be completed on or before March 31, 2022	58,000.00
Total		\$58,000.00



# RCB CONTRACTING SERVICES

6649 65th Avenue  
Ewart, MI 49631  
231-846-0800  
rcbcontracting17@yahoo.com

## Bill To:

City of Ewart

# Estimate

Number: E168

Date: December 1

## Ship To:

Estimate  
#3

Terms	Project
30 days	Brush Removal

Date	Description	Amount
	Time and Material Estimate	
	Skidsteer with Forestry Head- per hour	275.00
	Loader- per hour	125.00
	Dozer- per hour	125.00
	Excavator with Mulch Head- per hour	250.00
	1 man with brush cutting tool (chainsaw and brush head) -per hour	75.00
	*Loader and/or Dozer on Site to Anchor/ Removal of Equipment	
	<b>Total</b>	

# WHITE LAW OFFICE P.L.C.

JAMES R. WHITE  
ATTORNEY AT LAW

116 NORTH MAIN STREET  
P.O. BOX 973  
EVART, MI 49631

Legal Assistants:  
Nadine A. White  
Shannon H. Myers

Phone: (231)734-3531 -- Fax: (231)683-4772  
E-mail: [jwhite@whitelawoffice.net](mailto:jwhite@whitelawoffice.net)

December 21, 2021

Pepper Lockhart  
Ewart City Manager  
107 S. Main St.  
Ewart, MI 49631

RE: CONFIDENTIAL CITY ATTORNEY OPINION – REQUIREMENT OF FORMAL REQUIREMENTS OF PURCHASING POLICY REGARDING CLEARANCE OF AIRPORT RUNWAY.

Ms. Lockhart:

After reviewing the City of Ewart's Purchasing Policy, as well as the current situation regarding the clearing of the City's airport runway, it is my opinion, as follows:

1. The clearing of the end of the runway, at the airport, owned by the City of Ewart, has been ordered by the Office of Aeronautics, of the Michigan Department of Transportation, due to safety concerns.
2. The clearing needs to be completed by the end of February, to allow access to the area, during the time that the area is frozen.
3. That competitive bids have been difficult to obtain.

Due to the facts above, it is my opinion that Section 3.10 of the City of Ewart Purchasing Policy is applicable. The policy states as follows:


## **SECTION 3.10            PROCUREMENT IN CASES OF EMERGENCY**

Notwithstanding any other provisions of this policy, City Manager or his/her designee of either may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, or safety conditions as defined in regulations or procedures promulgated by the City Manager, provided such emergency procurements shall be made with such competition as is practicable under the circumstances. An after-the-fact written determination of the basis for the emergency and for the selection of the particular vendor shall be included in the purchase file.



It is my opinion that this is an emergency situation, that involves public safety, and due to that, and the time restraint, as long as the efforts to obtain quotes are practical, under the circumstances, the formal requirements may be waived by the Ewart City Council.

Respectfully Submitted

  
James R. White  
City Attorney



## AGENDA REPORT

To: Honorable Mayor Emerick and Council members  
From: Kathy Fiebig, City Clerk  
Date: December 29, 2021  
Re: Ordinance 2021-02: An ordinance to amend the City of Evert Zoning Ordinance

For the Agenda of January 3, 2022: Regular Meeting

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### Background

This ordinance will amend the City of Evert Zoning in order to clarify marihuana facility regulation. Ordinance 2021-02 has been reviewed and approved by Thomas H. Forshee of Dickinson and Wright.

### Issues and Questions Specified

This ordinance restricts all marihuana business to I-2 zoning districts. No marihuana businesses will be allowed in C-2 if passed. This will not affect existing marihuana businesses located in C-2.

### Alternatives

Do nothing.

### Financial Impact

None.

### Recommendation

The Evert Planning Commission held a public hearing to receive public input on Ordinance 2021-02 on December 27, 2021. No public comments were made, and the Planning Commission voted unanimously to recommend passage.

### Attachments

1. Ordinance 2021-02

**ORDINANCE NO. 2021-02**

**CITY OF EVART**

**OSCEOLA COUNTY, MICHIGAN**

**AN ORDINANCE TO AMEND THE CITY OF EVART ZONING ORDINANCE IN ORDER TO CLARIFY MARIHUANA FACILITY REGULATION**

THE CITY OF EVART, OSCEOLA COUNTY, MICHIGAN, ORDAINS

**SECTION 1:** The following rows of the Regulated Uses Table located in Section 44-109 of the Zoning Ordinance of The City of Evart, are amended as follows with all other rows to remain as previously enacted:

Regulated Uses	R-1	R-2	R-3	R-4	C-1	C-2	I-1	I-2
Marihuana Safety Compliance Facilities								S*
Marihuana Processor Facilities								S*
Marihuana Secure Transporters								S*
Marihuana Grower/Excess Grower Facilities								S*
Marihuana Provisioning Centers/Retailer								S*
Medical Marijuana Dispensary								S*

**SECTION 2:** Section 44-145 of the Zoning Ordinance of The City of Evart, is amended in its entirety to read as follows:

**44-145 Medical and Adult Use Recreational Marihuana**

- (a) *Medical Marihuana Dispensary.* As regulated by the Michigan Medical Marihuana Act, MCL 333.26421 et seq., a primary caregiver may operate a medical marihuana dispensary and provide medical marihuana to up to five (5) qualified patients. The dispensary must comply with the provisions of article III of chapter 8 of this Code.
- (b) *Facilities permitted through special land use permit.* As regulated by the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq. and the Marihuana Tracking Act, MCL 333.27901 et seq., the following marijuana facilities, whether such use is a medical marihuana or adult-use recreational facility and as defined by city ordinance, Chapter 8, Article III Marihuana Facilities, are permitted through special use permit in the city:
- (1) Marihuana safety compliance facilities;
  - (2) Marihuana processor facilities;
  - (3) Marihuana secure transporters;
  - (4) Marihuana excess grower/grower facilities; and
  - (5) Marihuana provisioning centers/retailers

- (c) *Location of facilities.* All marihuana facilities must be located within the I-2 General Industrial District and must be in compliance with the provisions of chapter 8, article III, of this Code.
- (d) *Other facilities prohibited.* Any other marihuana use, whether licensed by the State of Michigan or not, including but not limited to Marihuana Microbusinesses, Temporary Marihuana Events, Designated Consumption Establishments, and any other license or special license offered by the State of Michigan are prohibited in the city unless specifically allowed in this Ordinance.

### **SECTION 3: CONFLICTING ORDINANCES**

All other ordinances, and parts of ordinances, or amendments thereto, of the City of Evart, in conflict with the provisions of this ordinance are hereby repealed.

### **SECTION 4: EFFECTIVE DATE**

This ordinance amendment shall take effect immediately upon publication in the Herald Review, as provided by the laws of the State of Michigan.

Date: \_\_\_\_\_

\_\_\_\_\_  
**CHRIS EMERICK, Mayor**

\_\_\_\_\_  
**KATHY FIEBIG, City Clerk**

I, Kathy Fiebig, City Clerk for the City of Evart, hereby certify that the above Ordinance was adopted on the \_\_\_\_, day of \_\_\_\_\_, 2021

\_\_\_\_\_  
**KATHY FIEBIG, City Clerk**



## AGENDA REPORT

To: Honorable Mayor Emerick and Council members  
From: Kathy Fiebig, City Clerk  
Date: December 29, 2021  
Re: Ordinance 2021-03: An ordinance to amend Evert City Code, Chapter 8

For the Agenda of January 3, 2022: Regular Meeting

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### Background

This ordinance will amend Evert City Code, Chapter 8 “Businesses”, Article III “Marihuana Facilities”, to clarify the applicability of certain provisions and make various other amendments. Ordinance 2021-03 has been reviewed and approved by Thomas H. Forshee of Dickinson and Wright.

### Issues and Questions Specified

Marihuana laws continue to evolve and city code must reflect that evolution. This ordinance also resolves language conflicts in our existing ordinances.

### Alternatives

Do nothing.

### Financial Impact

None.

### Recommendation

Approval of Ordinance 2021-03.

### Attachments

1. Ordinance 2021-03 with redlines

**ORDINANCE NO. 2021-03**

CITY OF EVART

OSCEOLA COUNTY, MICHIGAN

**AN ORDINANCE TO AMEND EVART CITY CODE, CHAPTER 8 "BUSINESSES",  
ARTICLE III "MARIHUANA FACILITIES", TO CLARIFY THE APPLICABILITY OF  
CERTAIN PROVISIONS AND MAKE VARIOUS OTHER AMENDMENTS**

THE CITY OF EVART, OSCEOLA COUNTY, MICHIGAN, ORDAINS

**SECTION 1:** Section 8-58, "Purpose and intent" is hereby amended in its entirety to read:

**Sec. 8-58. - Purpose and intent.**

- (a) The purpose of this article is to exercise the police regulatory and land use powers of the city by licensing and regulating provisioning centers, grower facilities, excess grower facilities, safety compliance facilities, processor facilities, and secure transporter in relation to both medical and adult use recreational marihuana facilities to the extent permissible under state and federal laws and rules and to protect the public health, safety and welfare of the residents of the city. As such, this article constitutes a public purpose.
- (b) The city finds that the activities described in this article are significantly connected to the public health, safety, security and welfare of its citizens and it is therefore necessary to regulate and enforce safety, security, fire, policing, health, and sanitation practices related to such activities and also to provide a method to defray administrative costs incurred by such regulation and enforcement.
- (c) It is not the intent of this article to diminish, abrogate, or restrict the protections for the use of marihuana found in the Michigan Medical Marihuana Act, MCL 333.26421 et seq., Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., or the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq.

**SECTION 2:** Section 8-59(b), "Definitions" is hereby amended to amend or add only the definitions below and affecting no others:

*Distance* means a measurement the shortest straight line distance between the property line of the indicated marihuana facility to the property line where the buffered use is located.

*Marihuana* means that term as defined in the MMMA, MMFLA, or MRTMA as applicable.

*Provisioning center* means a commercial entity that purchases marihuana from a grower, excess grower or processor and sells, supplies or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. The term "provisioning center" includes any commercial property where marihuana is sold at retail to registered qualifying patients, registered primary caregivers or recreational retail customers. For the purposes of this article (and as found in the city zoning ordinance) provisioning center also includes a marihuana retailer as that term is defined by the MRTMA. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a provisioning center for the purposes of this article.

**SECTION 3:** Section 8-60, "Applicable law; conflicting regulations; requirement for legal nonconforming status" is hereby amended to add a new subsection (d) to read:



- (d) Marihuana facilities regulated by this article shall include both facilities for medical marihuana activities and recreational adult-use. Any other marihuana facility, whether licensed by the State of Michigan or not, including but not limited to, marihuana microbusinesses, temporary marihuana events, designated consumption establishments, and any other license offered by the State of Michigan are prohibited unless specifically allowed in this article and the city zoning ordinance.

**SECTION 4:** Section 8-126, "Provisioning centers and microbusinesses" is hereby amended in its entirety to read:

**Sec. 8-126. - Provisioning centers.**

- (a) The property where the provisioning center is to be located shall not be within 1,000 feet distance of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12 or vocational school or 1,000 feet distance of a church or religious institution defined as exempt by the city assessor or county or state assessor's office or a licensed child care facility.
- (b) All provisioning centers shall be limited to the general industrial I-2 zoning districts.

**SECTION 5: CONFLICTING ORDINANCES**

All other ordinances, and parts of ordinances, or amendments thereto, of the City of Evart, in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 6: EFFECTIVE DATE**

This ordinance amendment shall take effect immediately upon publication in the Herald Review, as provided by the laws of the State of Michigan.

Date: \_\_\_\_\_

\_\_\_\_\_  
**CHRIS EMERICK, Mayor**

\_\_\_\_\_  
**KATHY FIEBIG, City Clerk**

I, Kathy Fiebig, City Clerk for the City of Evart, hereby certify that the above Ordinance was adopted on the \_\_\_\_\_, day of \_\_\_\_\_, 2021

\_\_\_\_\_  
**KATHY FIEBIG, City Clerk**



Current ordinance states,

"Sec. 8-58. - Purpose and intent.

- (a) The purpose of this article is to exercise the police regulatory and land use powers of the city by licensing and regulating provisioning centers, grower facilities, excess grower facilities, safety compliance facilities, processor facilities, secure transporter and ~~marihuana microbusiness to in~~ relation to both medical and adult use recreational marihuana facilities to the extent permissible under state and federal laws and rules and to protect the public health, safety and welfare of the residents of the city. As such, this article constitutes a public purpose.
- (b) The city finds that the activities described in this article are significantly connected to the public health, safety, security and welfare of its citizens and it is therefore necessary to regulate and enforce safety, security, fire, policing, health, and sanitation practices related to such activities and also to provide a method to defray administrative costs incurred by such regulation and enforcement.
- (c) It is not the intent of this article to diminish, abrogate, or restrict the protections for the use of marihuana found in the Michigan Medical Marihuana Act, MCL 333.26421 et seq., Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., or the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq."

(Ord. No. 2017-7, § 1, 9-5-2017; Ord. No. 2018-1, § 1, 1-2-2018; Ord. No. 2019-09, § 1, 6-17-2019; Ord. No. 2020-04, § 2(I), 8-10-2020)

Sec. 8-59. - Definitions.

- (a) Except to the extent that they conflict with definitions provided in subsection (b) of this section, the definitions in the following state acts and federal statutes are incorporated into this subsection:

(1)MMMA—the Michigan Medical Marihuana Act, MCL 333.26421 et seq.

(2)MMFLA—the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.

(3)MRTMA—the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq.

(4)MTA—the Marihuana Tracking Act, MCL 333.27901 et seq.

(5)21 USC 860(E).

- (b) ~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

Section 8-59(b), "Definitions" is hereby amended to amend or add only the definitions below and affecting no others:

Marihuana means that term as defined in the MMMA, MMFLA, or MRTMA as applicable.

*Distance* means a measurement from the designated main public entrance door perpendicular to the road that the facility is addressed on, along the centerline of the roads a distance, measured to the perpendicular point of the facility. The centerline measurement will be conducted utilizing the shortest centerline route to the facility. From the facility perpendicular point, a measurement will be obtained from the road that the facility is addressed on to the designated main/public entrance. All distances will be added together to determine the required door to door separation distance. In the event the designated main/public entrance of the facility does not front the facilities addressed road, that entrance will be subjected to the perpendicular point requirement/parallel distance alongside of a facility to obtain the shortest perpendicular measurement to the facilities addressed road. Emergency egress doors are not subject to the measurement requirements and must meet all local and state requirements for emergency egress.

*Enclosed locked facility* means a closet, room, structure or other comparable, stationary and fully enclosure, equipped with secured locks or other functioning security devices. Marihuana plants grown outdoors are considered to be in an enclosed locked facility if they are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level or from a permanent structure and are grown within a stationary structure that is enclosed on all sides, except for the base, by chain-link fencing, wooden slats or similar material that prevents access by the general public and that is anchored, attached or affixed to the ground, and as defined in the MMMA.

*Excess grower or excess grower facility* means a commercial entity holding five Class C marihuana grower state licenses and that is state-licensed to cultivate excess marihuana and sell or otherwise transfer excess marihuana to marihuana establishments. An excess grower is subject to all requirements for a grower, as provided for in the MRTMA, the state department of licensing and regulatory affairs marijuana regulatory agency rules and this article, as applicable.



*Grower and grower facility* mean a commercial entity that cultivates, dries, trims or cures and packages marihuana for sale to a processor or provisioning center.

*Licensee* means a person holding a state operating license issued under the MMFLA.

*Marihuana facility* means any facility, establishment or center that is required to be licensed under this article or licensed under the MMMA, MMFLA or MRTMA.

*Marihuana microbusiness* means a person licensed to cultivate not more than 150 marihuana plants, process and package marihuana, and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

*Marihuana plant* means any plant of the species *Cannabis Sativa* L.

*Processor or processor facility* means a commercial entity that purchases marihuana from a grower or excess grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a provisioning center.

*Provisioning center* means a commercial entity that purchases marihuana from a grower, excess grower or processor and sells, supplies or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. The term "provisioning center" includes any commercial property where marihuana is sold at retail to registered qualifying patients, registered primary caregivers or recreational retail customers. For the purposes of this article (and as found in the city zoning ordinance) provisioning center also includes a marihuana retailer as that term is defined by the MRTMA. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a provisioning center for the purposes of this article.

*Restricted/limited access area* means a building, room or other area under the control of the licensee with access governed by applicable state law.

*Safety compliance facility* means a commercial entity that receives marihuana from a marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results and may return the marihuana to the marihuana facility.

*Secure transporter* means a commercial entity that stores marihuana and transports marihuana between marihuana facilities for a fee.

*Stakeholder* means, with respect to a trust, the beneficiaries; with respect to a limited liability company, the city manager or members; with respect to a corporation, whether profit or nonprofit, the officers, directors or shareholders; and with respect to a partnership or limited liability partnership, the partners, both general and limited.



(Ord. No. 2017-7, § 2, 9-5-2017; Ord. No. 2018-1, § 2, 1-2-2018; Ord. No. 2019-09, § II(A), (B), 6-17-2019;  
Ord. No. 2020-04, § 2(II), 8-10-2020)

Sec. 8-60. - Applicable law; conflicting regulations; requirement for legal nonconforming status.

- (a) This article shall not limit an individual's or entity's rights under the MMMA, MMFLA or the MRTMA. The MMMA, MMFLA and MRTMA supersede this article where there is a conflict between them.
- (b) All activities related to marihuana, including those related to marihuana facilities, shall be in compliance with the rules of any state marihuana licensing councils or agencies, the state department of licensing and regulatory affairs or any successor agency, the rules and regulations of the city and the MMMA, MMFLA and MRTMA.
- (c) Notwithstanding certain provisions of the MMFLA and MRTMA, any activity which purports to have engaged in the cultivation or processing of marihuana into a usable form, or the distribution of marihuana, or the testing of marihuana either prior to or after enactment of the ordinance from which this article is derived but without obtaining the required licensing set forth in this article, shall be deemed to not be a legally established use and therefore not entitled to legal nonconforming status under the provisions of this article or state law.
- (d) Marihuana facilities regulated by this article shall include both facilities for medical marihuana activities and recreational adult-use. Any other marihuana facility, whether licensed by the State of Michigan or not, including but not limited to, marihuana microbusinesses, temporary marihuana events, designated consumption establishments, and any other license offered by the State of Michigan are prohibited unless specifically allowed in this article and the city zoning ordinance.

(Ord. No. 2017-7, § 2, 9-5-2017; Ord. No. 2018-1, § 2, 1-2-2018; Ord. No. 2019-09, § II(C)—(E), 6-17-2019)

Sec. 8-126. - Provisioning centers and ~~microbusinesses.~~

- (a) No provisioning center shall be located within 1,000 feet of real property comprising a public or private elementary, vocational, or secondary school or 1,000 feet of a church or religious institution defined as exempt by the city assessor or county or state assessor's office or a licensed child care facility.
- (b) All provisioning centers or marihuana microbusinesses shall be limited to the general industrial I-2 or general business C-2 zoning districts.



CHECK DISBURSEMENT REPORT FOR CITY OF EVART  
 CHECK DATE FROM 12/21/2021 - 01/03/2022  
 Banks: 751

Check Date	Bank	Check #	Payee	Description	GL #	Amount
12/22/2021	751	38872	CUSTER BUILDERS	PROFESSIONAL SERVICES	202-453-801.000	794.67
		38872		PROFESSIONAL SERVICES	203-453-801.000	1,589.33
						<u>2,384.00</u>
12/29/2021	751	777(E)	CONSUMERS ENERGY	UTILITIES	101-448-921.000	1,980.32
01/03/2022	751	38873	BALDWIN ELECTRIC	REPAIRS AND MAINTENANCE	101-448-930.000	339.11
01/03/2022	751	38874	DDA-CITY OF EVART	CONTRIBUTION TO DDA	101-395-923.000	20,000.00
01/03/2022	751	38875	EMERICK, CHRISTINA	TRAVEL EXPENSES	101-171-860.000	342.38
01/03/2022	751	38876	KUBE PROPANE, LLC	UTILITIES	101-441-921.000	501.17
		38876		UTILITIES	101-442-921.000	477.32
						<u>978.49</u>
01/03/2022	751	38877	MECEOLA LOCK AND KEY	PROFESSIONAL SERVICES	101-265-801.000	480.00
01/03/2022	751	38878	MICHIGAN ASSOCIATION OF MAYORS	MEMBERSHIP AND DUES	101-171-807.000	85.00
01/03/2022	751	38879	PROKOP, ALEXANDRA	SEWER	590-000-642.000	87.64
		38879		WATER	591-000-642.000	44.03
						<u>131.67</u>
01/03/2022	751	38880	STANDARD INSURANCE CO.	OTHER FRINGE BENEFITS	101-301-719.000	216.30
		38880		OTHER FRINGE BENEFITS	101-850-719.000	154.50
		38880		OTHER FRINGE BENEFITS	202-850-719.000	18.54
		38880		OTHER FRINGE BENEFITS	203-850-719.000	12.36
		38880		OTHER FRINGE BENEFITS	590-850-719.000	117.42
		38880		OTHER FRINGE BENEFITS	591-850-719.000	98.89
						<u>618.01</u>
01/03/2022	751	38881	TELNET WORLDWIDE	COMMUNICATIONS	101-265-850.000	94.79
		38881		COMMUNICATIONS	590-538-850.000	94.79
		38881		COMMUNICATIONS	591-546-850.000	94.80
						<u>284.38</u>
01/03/2022	751	778(A)	DRUG SCREEN PLUS	PHYSICALS/CDL DRUG TESTING	101-441-840.000	53.00
		778(A)		PHYSICALS/DRUG TESTING	590-537-840.000	53.00
		778(A)		PHYSICALS/DRUG TEST	591-545-840.000	53.00
						<u>159.00</u>

CHECK DISBURSEMENT REPORT FOR CITY OF EVART  
CHECK DATE FROM 12/21/2021 - 01/03/2022  
Banks: 751

Check Date	Bank	Check #	Payee	Description	GL #	Amount
01/03/2022	751	779(A)	DUNCAN, JENNIFER	COMMUNICATIONS	101-265-850.000	13.33
		779(A)		COMMUNICATIONS	590-537-850.000	13.33
		779(A)		COMMUNICATIONS	591-545-850.000	13.34
						40.00
01/03/2022	751	780(A)	FLACHS, MICHAEL	COMMUNICATIONS	590-537-850.000	20.00
		780(A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
01/03/2022	751	781(A)	JOHN BEAM JR.	COMMUNICATIONS	101-301-850.000	40.00
01/03/2022	751	782(A)	MARTIN, DALE	COMMUNICATIONS	590-537-850.000	20.00
		782(A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
01/03/2022	751	783(A)	MOMA, DUSTIN	COMMUNICATIONS	590-537-850.000	20.00
		783(A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
01/03/2022	751	784(A)	MUCZYNSKI, PATRICK	COMMUNICATIONS	590-537-850.000	20.00
		784(A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
01/03/2022	751	785(A)	MULKERNS, CHRISTINE	COMMUNICATIONS	101-265-850.000	13.33
		785(A)		COMMUNICATIONS	590-537-850.000	13.33
		785(A)		COMMUNICATIONS	591-545-850.000	13.34
						40.00
01/03/2022	751	786(A)	PEPPER LOCKHART	COMMUNICATIONS	101-265-850.000	13.33
		786(A)		COMMUNICATIONS	590-537-850.000	13.33
		786(A)		COMMUNICATIONS	591-545-850.000	13.34
						40.00
01/03/2022	751	787(A)	USA BLUE BOOK	OPERATING SUPPLIES	591-546-740.000	341.31
01/03/2022	751	788(A)	WHITE LAW OFFICE	PROFESSIONAL SERVICES	101-210-801.000	845.83
		788(A)		Attorney Fees - Police	101-301-801.301	379.18
		788(A)		PROFESSIONAL SERVICES	590-538-801.000	845.83
		788(A)		PROFESSIONAL SERVICES	591-546-801.000	845.83



Check Date	Bank	Check #	Payee	Description	GL #	Amount
01/03/2022	751	789(A)	ZINGER, ADAM	COMMUNICATIONS	590-537-850.000	20.00
		789(A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
01/03/2022	751	790(E)	CONSUMERS ENERGY	UTILITIES	101-265-921.000	307.66
		790(E)		UTILITIES	101-301-921.000	168.96
		790(E)		UTILITIES	101-441-921.000	79.26
		790(E)		UTILITIES	101-442-921.000	442.36
		790(E)		UTILITIES	101-448-921.000	836.11
		790(E)		UTILITIES	202-460-921.000	297.03
		790(E)		UTILITIES	207-751-921.000	750.22
		790(E)		UTILITIES	208-757-921.000	417.68
		790(E)		UTILITIES	590-538-921.000	3,638.83
		790(E)		UTILITIES	591-546-921.000	6,941.77
						13,879.88
01/03/2022	751	791(E)	VERIZON WIRELESS	COMMUNICATIONS	101-265-850.000	81.64
		791(E)		COMMUNICATIONS	101-301-850.000	126.05
		791(E)		COMMUNICATIONS	590-537-850.000	81.63
		791(E)		COMMUNICATIONS	591-546-850.000	81.63
						370.95
				TOTAL - ALL FUNDS		45,651.17
				TOTAL OF 25 CHECKS		
----	GL TOTALS	----				
101-171-807.000			MEMBERSHIP AND DUES			85.00
101-171-860.000			TRAVEL EXPENSES			342.38
101-210-801.000			PROFESSIONAL SERVICES			845.83
101-265-801.000			PROFESSIONAL SERVICES			480.00
101-265-850.000			COMMUNICATIONS			216.42
101-265-921.000			UTILITIES			307.66
101-301-719.000			OTHER FRINGE BENEFITS			216.30
101-301-801.301			Attorney Fees - Police			379.18
101-301-850.000			COMMUNICATIONS			166.05
101-301-921.000			UTILITIES			168.96
101-395-923.000			CONTRIBUTION TO DDA			20,000.00
101-441-840.000			PHYSICALS/CDL DRUG TESTING			53.00
101-441-921.000			UTILITIES			580.43
101-442-921.000			UTILITIES			919.68
101-448-921.000			UTILITIES			2,816.43



CHECK DISBURSEMENT REPORT FOR CITY OF EVART  
CHECK DATE FROM 12/21/2021 - 01/03/2022  
Banks: 751

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-448-930.000			REPAIRS AND MAINTENANCE			339.11
101-850-719.000			OTHER FRINGE BENEFITS			154.50
202-453-801.000			PROFESSIONAL SERVICES			794.67
202-460-921.000			UTILITIES			297.03
202-850-719.000			OTHER FRINGE BENEFITS			18.54
203-453-801.000			PROFESSIONAL SERVICES			1,589.33
203-850-719.000			OTHER FRINGE BENEFITS			12.36
207-751-921.000			UTILITIES			750.22
208-757-921.000			UTILITIES			417.68
590-000-642.000			SALES			87.64
590-537-840.000			PHYSICALS/DRUG TESTING			53.00
590-537-850.000			COMMUNICATIONS			221.62
590-538-801.000			PROFESSIONAL SERVICES			845.83
590-538-850.000			COMMUNICATIONS			94.79
590-538-921.000			UTILITIES			3,638.83
590-850-719.000			OTHER FRINGE BENEFITS			117.42
591-000-642.000			SALES			44.03
591-545-840.000			PHYSICALS/DRUG TEST			53.00
591-545-850.000			COMMUNICATIONS			140.02
591-546-740.000			OPERATING SUPPLIES			341.31
591-546-801.000			PROFESSIONAL SERVICES			845.83
591-546-850.000			COMMUNICATIONS			176.43
591-546-921.000			UTILITIES			6,941.77
591-850-719.000			OTHER FRINGE BENEFITS			98.89
			TOTAL			45,651.17

## Check Register Report For City Of Evert

For Check Dates 12/21/2021 to 01/03/2022

Check Date	Bank	Check Number	Check Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/30/2021	535	DD6193	ABBOTT, LUCAS A	645.00	0.00	560.02	Cleared
12/30/2021	535	DD6194	FITZPATRICK, KASEY L	760.00	0.00	615.15	Cleared
12/30/2021	535	DD6195	KOZITZKI, SCOTT W	1,193.20	0.00	977.60	Cleared
12/30/2021	535	DD6196	KOZITZKI, SHANNON M	243.00	0.00	214.08	Cleared
12/30/2021	535	DD6197	WALTERS, ANNETTE J	540.00	0.00	470.01	Cleared
12/30/2021	535	EFT693	FEDERAL 941	675.32	675.32	0.00	Open
12/29/2021	750	23265	MISDU	169.88	169.88	0.00	Open
12/29/2021	750	23266	DUFFY, SEAN P	300.00	264.30	0.00	Open
12/29/2021	750	23267	ELLIOTT, DANIEL	50.00	44.05	0.00	Open
12/29/2021	750	23268	HILDEBRAND, MATTHEW	250.00	230.88	0.00	Open
12/29/2021	750	23269	SZELIGA, SANDY	150.00	132.15	0.00	Open
12/29/2021	750	DD6198	BEAM, JOHN	1,096.15	0.00	793.63	Cleared
12/29/2021	750	DD6199	DUNCAN, JENNIFER	932.69	0.00	720.45	Cleared
12/29/2021	750	DD6200	FIEBIG, KATHY	167.31	0.00	147.40	Cleared
12/29/2021	750	DD6201	FLACHS, MICHAEL J	743.20	0.00	457.90	Cleared
12/29/2021	750	DD6202	HIGGINS, JERALD J	306.00	0.00	262.44	Cleared
12/29/2021	750	DD6203	LOCKHART, PEPPER L	1,756.59	0.00	1,267.49	Cleared
12/29/2021	750	DD6204	MARTIN, DALE	1,112.02	0.00	703.78	Cleared
12/29/2021	750	DD6205	MCCLURE, PATRICK K	1,017.20	0.00	755.54	Cleared
12/29/2021	750	DD6206	MOMA, DUSTIN L	1,394.23	0.00	1,126.92	Cleared
12/29/2021	750	DD6207	MUCZYNSKI, PATRICK	1,306.94	0.00	909.41	Cleared
12/29/2021	750	DD6208	MULKERNS, CHRISTINE L	760.00	0.00	635.31	Cleared
12/29/2021	750	DD6209	SHERMAN, GREGG A	60.00	0.00	52.86	Cleared
12/29/2021	750	DD6210	SWIFT-ECKERT, TERESA M	379.50	0.00	346.35	Cleared
12/29/2021	750	DD6211	TUPPER, VICTORIA	376.20	0.00	331.43	Cleared
12/29/2021	750	DD6212	WILSON, CHAD W	904.28	0.00	746.71	Cleared
12/29/2021	750	DD6213	ZINGER, ADAM	743.20	0.00	518.10	Cleared
12/29/2021	750	DD6214	EMERICK, CHRISTINA	1,150.00	0.00	1,013.15	Cleared
12/29/2021	750	DD6215	FIEBIG, KATHY	50.00	0.00	44.04	Cleared
12/29/2021	750	EFT694	FEDERAL 941	2,973.41	2,973.41	0.00	Open



For Check Dates 12/21/2021 to 01/03/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/29/2021	750	EFT695	FEDERAL 941	298.32	298.32	0.00	Open
12/23/2021	535	DD6188	ABBOTT, LUCAS A	667.50	0.00	577.59	Cleared
12/23/2021	535	DD6189	FITZPATRICK, KASEY L	760.00	0.00	574.44	Cleared
12/23/2021	535	DD6190	KOZITZKI, SCOTT W	1,004.80	0.00	756.33	Cleared
12/23/2021	535	DD6191	KOZITZKI, SHANNON M	243.00	0.00	214.08	Cleared
12/23/2021	535	DD6192	WALTERS, ANNETTE J	720.00	0.00	610.59	Cleared
12/23/2021	535	EFT692	FEDERAL 941	632.55	632.55	0.00	Open
12/22/2021	750	23264	MISDU	169.88	169.88	0.00	Open
12/22/2021	750	DD6172	BEAM, JOHN	1,096.15	0.00	793.64	Cleared
12/22/2021	750	DD6173	DUNCAN, JENNIFER	932.69	0.00	720.47	Cleared
12/22/2021	750	DD6174	FIEBIG, KATHY	167.31	0.00	147.40	Cleared
12/22/2021	750	DD6175	FLACHS, MICHAEL J	743.20	0.00	447.40	Cleared
12/22/2021	750	DD6176	HIGGINS, JERALD J	432.00	0.00	360.86	Cleared
12/22/2021	750	DD6177	LOCKHART, PEPPER L	1,756.59	0.00	1,267.49	Cleared
12/22/2021	750	DD6178	MARTIN, DALE	946.40	0.00	598.07	Cleared
12/22/2021	750	DD6179	MCCLURE, PATRICK K	1,017.20	0.00	793.03	Cleared
12/22/2021	750	DD6180	MOMA, DUSTIN L	1,394.23	0.00	1,036.03	Cleared
12/22/2021	750	DD6181	MUCZYNSKI, PATRICK	1,035.20	0.00	713.99	Cleared
12/22/2021	750	DD6182	MULKERNS, CHRISTINE L	788.50	0.00	617.21	Cleared
12/22/2021	750	DD6183	SHERMAN, GREGG A	157.50	0.00	138.77	Cleared
12/22/2021	750	DD6184	SWIFT-ECKERT, TERESA M	379.50	0.00	346.36	Cleared
12/22/2021	750	DD6185	TUPPER, VICTORIA	259.95	0.00	229.01	Cleared
12/22/2021	750	DD6186	WILSON, CHAD W	904.28	0.00	746.70	Cleared
12/22/2021	750	DD6187	ZINGER, ADAM	854.68	0.00	591.50	Cleared
12/22/2021	750	EFT691	FEDERAL 941	2,875.28	2,875.28	0.00	Open

## Totals:

Number of Checks: 055

8,466.02

25,950.73

Total Physical Checks:

6

Total Check Stubs:

49



HISTORIC  
**EVART**

*At Home. By Nature.*

**City of Evart  
Planning Commission  
2021 Annual Report**



## **1. Introduction**

The Planning Commission is a 9-member administrative body of seven appointed officials and two elected officials. There are two city staff liaisons. The Planning Commission (PC) holds regular monthly meetings on the fourth Monday of the month. The Planning Commission is tasked with reviewing applications for site plan review, special land uses, planned unit developments, and rezoning. The PC also is required to hold the necessary public hearings for zoning ordinance amendments and is entrusted to incorporate the application of policies initiated in the City of Evart Master Plan while reviewing development decisions.

## **2. Purpose of the Annual Report**

The Michigan Planning Enabling Act contains language of the requirement of the PC to prepare an annual report to the City Council: "A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development."

- Increases information-sharing between staff, the Planning Commission, and the governing body.
- Allows for anticipation of upcoming issues and priorities, in order to prepare and budget.

City staff would like to thank all members of the Planning Commission for their hard work and dedication to the city.

## **3. Planning Commission Membership**

Appointed: Ruth Ann Northon, Chairperson (*Administrative Review Committee*)

Appointed: Jason O'Dell, Recording Secretary

Appointed: Becky Tea, Member

Appointed: James Schwab, Member (*Administrative Review Committee*)

Appointed: Ralph Carlson, Member

Appointed: Vacant

Appointed: Vacant

Elected Official: Chris Emerick, Mayor, ex officio Member.

Elected Official: Sean Duffy, Councilmember, ex officio Member.

City Staff: Kathy Fiebig, City Clerk, Liaison to the Planning Commission

City Staff: Williams and Works, Planning and Zoning Consultants

#### **4. Meetings**

(The Michigan Planning Enabling Act requires a minimum of four meetings annually) Typically the City of Evart planning commission meets on the fourth Monday of each month at 5:30pm. Due to staff turnover this number was reduced to nine (9) times in 2021. This meets the requirements of the MPEA.

#### **5. Master plan review**

The Commission has started a Master Plan review of the topics in need of update within the Master Plan. The Master Plan update process will continue into 2022. The areas of commercial district expansion, available industrial sites, Historic District overlay, and the Capital Improvement Plan all require updating. The Commission will be guided by Brad Kotrba of Williams and Works throughout this process.

#### **6. Administrative Review Committee.**

To streamline the permitting process the Planning Commission implemented the Administrative Review Process in 2020 and this process continued in 2021. This process is permitted under section 7.2.1 of the Zoning Ordinance. The Administrative Review Committee currently includes Planning Commission Chairperson Ruth Ann Northon, Planning

Commission Member James Schwab, and Kathy Fiebig, City Clerk. The Administrative Review Committee members should be commended for quickly scheduling and meeting to review several applications and issues during 2021. It should be noted that incorporating the administrative review process in conjunction with a Planning Commission that understands the importance of fast-tracking the permit and review process is key to the Redevelopment Ready Community process.

## **7. 2021 Development Reviews**

- Sign Permit: Image Graphics, 116. E. 7<sup>th</sup> : approved 2.9.2021
- Demo garage/porch: Mackenzie Todd, 225. N Oak: approved 6.10.2021
- Add shed roof: Wesco, 660 W. 7<sup>th</sup>: approved 4.15.2021
- Demo shed: Daniel Miller, 9103 7 Mile: approved 4.26.2021
- Accessory Building: Shaun Gray, 202 W. Jefferson: approved 6.21.21
- Accessory Building: Ken Wirth, 733 W. 7<sup>th</sup>: approved 8.17.2021
- Storm Repair: Timothy Talhelm, 115 E. 2<sup>nd</sup>: approved 11.1.2021
- Sign Permit: Doug Taylor, 107 S Main: approved 11.3.2021
- Deck/Privacy fence: Doug Taylor, 107 S Main: approved 11.5.2021
- RV Shed: William Parish, 602 N Main: approved 11.12.2021
- New Building: Lume, 9741 S. Industrial Drive: approved 12.27.2021

## **8. Recommended Training**

The Citizen Planner Program is a six-week course. Each three-hour session includes lectures and hands-on learning exercises. The six sessions provide the fundamentals on roles, responsibilities and best practices for planning and zoning in Michigan.

This program helps planning commissioners develop a critical understanding of Planning and Zoning. Participants learn the legal sources and limitations of planning and zoning authority and explore their understanding of ethical decision-making.



It should be the goal of every municipality to have all PC members certified through the MSU Citizen Planner Program. Due to schedule conflicts, no one attended this training in 2021. The program is now available online as a self-paced course, and any members lacking the training will be encouraged to take the course. As of December 20, 2021, City Manager Pepper Lockhart and Council Member Sean Duffy have enrolled to attend this training.

## **9. Zoning map**

In 2021 with the addition of the GIS system the zoning map now exists in an easily editable format within the city's GIS system (Figure 1.). Overlays can be quickly added and removed from the map during live viewing. The city's published zoning map is included in this report as (figure 2.).

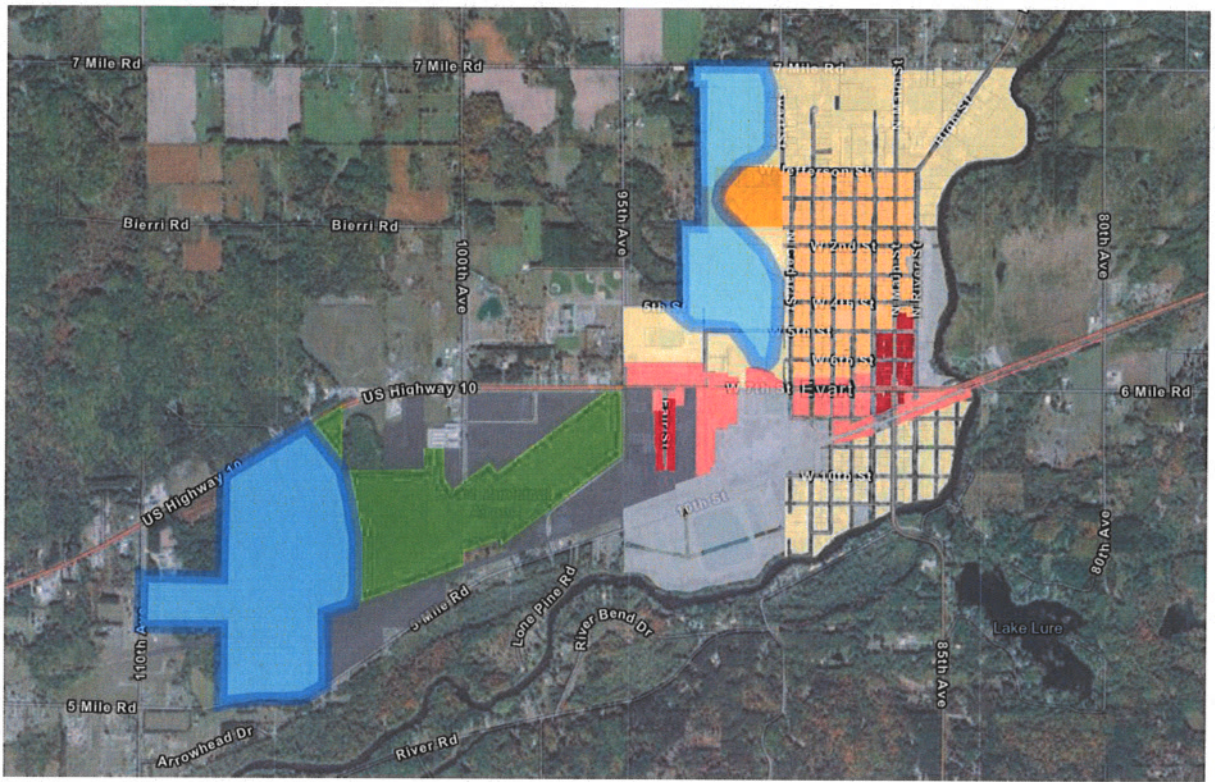


Figure 1 GIS Zoning Map



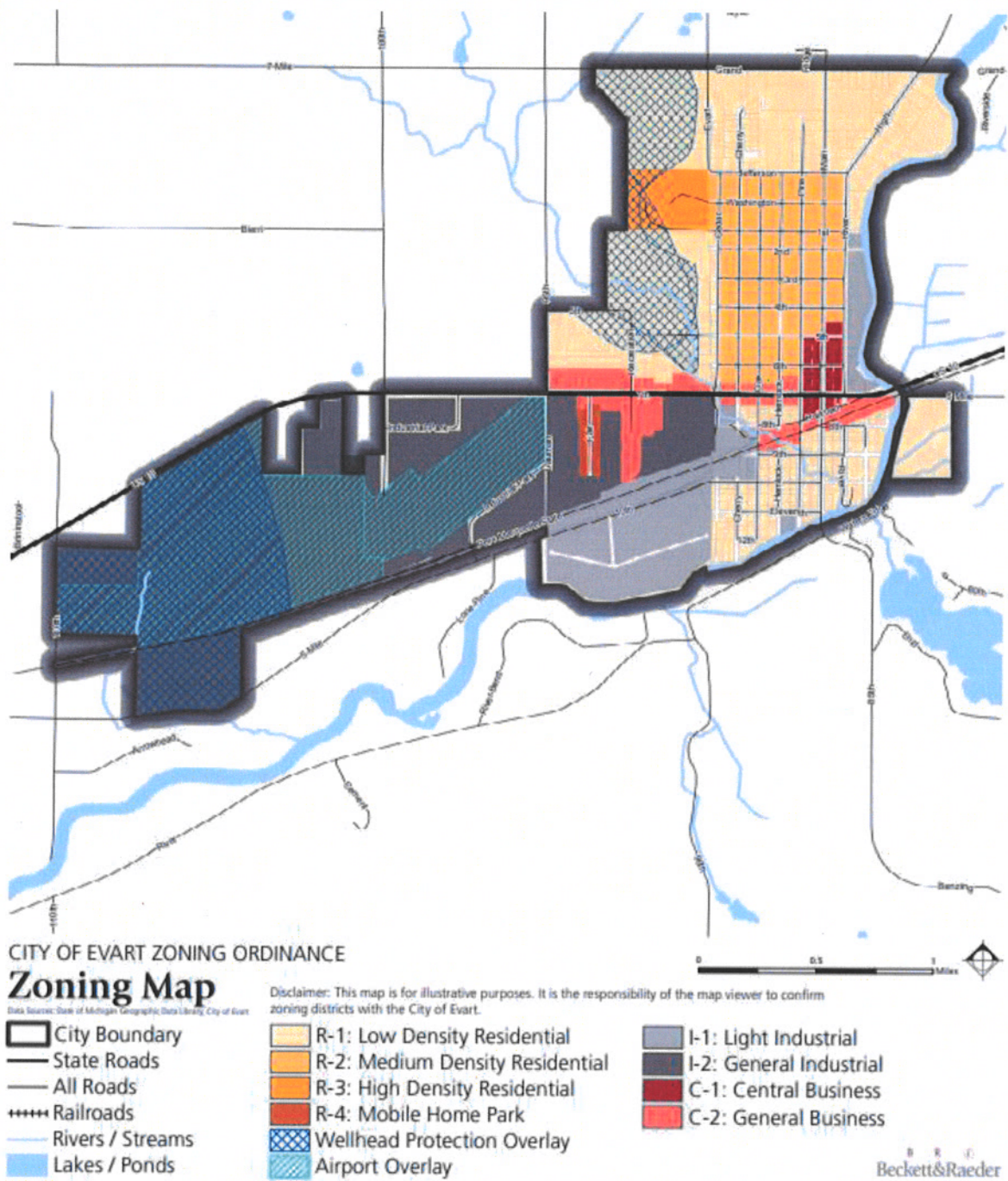


Figure 2 Published Zoning Map