



City Council

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

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

www.ewart.org

CITY OF EVART REGULAR COUNCIL MEETING AGENDA Tuesday, October 26, 2021 @ 8:00PM

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

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

- 1. Pledge of Allegiance**
- 2. Call to Order: 8:00PM**
- 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. Special Council Minutes – October 4, 2021**
 - B. Regular Council Minutes – October 5, 2021**
 - C. Special Council Minutes – October 11, 2021**
 - D. Vendor's List \$236,473.38**
 - E. Budget Amendments**
- 7. Unfinished Business**
 - F. Selection of City Manager**
 - G. Proposals of Purchase of Industrial Park Property**
- 8. New Business**
 - H. Request to Approve Bid to Repair Sidewalk at Sixth and Main St.**
 - I. Proposal for Professional Services – 5 Mile Rd. Pump Station Improvements/OHM**
- 9. Department/Informational Reports (No Action Needed)**
 - J. Accounts Payable Report (10/6/2021 – 10/26/2021)**
 - K. Payroll Reports (10/6/2021 – 10/26/2021)**

10. City Attorney Report/Comment

11. City Clerk Report/Comment

12. City Manager Report/Comment

L. Property Violations – Discussion

M. Update on Proposals for Planning and Zoning Services

13. Finance Director Report/Comment

N. Finance Director Monthly Report – September 2021

14. Department of Public Works Report/Comment

O. Monthly Report – September 2021

P. Wildlife Management System at the Airport Property

Q. Update on Airport Brush Clearance

15. Police Department Report/Comment

R. Monthly Report – September 2021

16. Downtown Development Authority Report/Comment

17. Evert Area Fire Department

S. Evert Area Fire Board Minutes/USDA Public Hearing – September 14, 2021

T. Evert Area Fire Department Draft Budget 2022-2023

18. Evert Housing Commission

U. Evert Housing Commission Minutes – August 17, 2021

V. Evert Housing Commission Minutes – September 20, 2021

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

20. Adjournment

**CITY OF EVART
SPECIAL COUNCIL MEETING MINUTES
Monday, October 4, 2021 @ 6:30pm
Depot, 200 S. Main Street**

Mayor Chris Emerick led the assembly in the Pledge of Allegiance.

Mayor Emerick called the meeting to order at 6:31pm.

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

Absent: Dan Elliott

Present (staff): City Clerk Kathy Fiebig

Guests: Frank Walsh (Walsh Municipal Services, LLC)

Citizens' Comments – none

New Business

A. City Manager Search

Mayor Emerick reminded council that since some of the candidates for city manager have requested confidentiality, this discussion will be held during a closed session.

Motion by Mayor Emerick: "I move that council enter into closed session to review and consider the contents of applicants who have requested confidentiality as permitted under the Michigan Open Meetings Act MCL 15.268 Section 8 (f) for the position of Evart City Manager. I request the presence of Frank Walsh and City Clerk Fiebig." Support by Mr. Hildebrand. Motion passed with all in favor. Council entered closed session at 6:33pm.

Motion by Mr. Hildebrand to end the closed session. Support by Mayor Emerick. Motion passed with all in favor. The closed session ended at 7:28pm.

Motion by Mayor Emerick to reconvene council in open session. Support by Mr. Hildebrand. Motion passed with all in favor. Open session resumed at 7:28pm.

Motion by Mr. Hildebrand: "Based on the discussion in the closed session, I move that we invite candidates #57, 65, 68 and 77 to interview in person with council for the city manager position." Support by Ms. Szeliga. Motion passed with all in favor.

Citizens' Comments – none

Motion by Mr. Hildebrand to adjourn. Support by Ms. Szeliga. Motion passed with all in favor.

The meeting was adjourned at 7:29pm.

Kathy Fiebig, City Clerk

**CITY OF EVART
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, October 5, 2021 @ 8:00PM
Depot, 200 S. Main Street**

Mayor Chris Emerick led the assembly in the Pledge of Allegiance.

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

Absent: Dan Elliott

Present (staff): Interim City Manager Richard Lewis, Finance Director/Treasurer Pepper Lockhart, Director of Public Works Dustin Moma, City Clerk Kathy Fiebig

Guests: Mark Sochocki, Robert Eklund, Vanessa Jones, Dr. G. Steven Kalesperis, Robb LaPeen, Roger Elkins

Approval of Agenda

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

Approval of Consent Agenda

A. Regular Council Minutes – September 28, 2021

B. Vendor's List - \$72,389.20

Motion by Mr. Hildebrand to approve the consent agenda as presented. Support by Mayor Emerick. Motion passed with all in favor.

New Business

C. Mark Sochocki – Housing Commission 2020 Audit

Mr. Sochocki is the Executive Director of the Big Rapids Housing Commission and reminded council that the Evert Housing Commission has retained the Big Rapids Housing Commission for management/executive services. He presented the audit of the Evert Housing Commission for the 2020 fiscal year and requested that council accept the audit of the Annual Report of the Evert Housing Commission. There were two significant deficiencies noted in the audit: six of six tenant files did not contain the required documentation. Paychecks were prepared at the beginning of the month prior to work being performed by the employees, timecards were unsigned and required employment forms are missing. Another issue noted was that 18% of credit card purchases were unsupported. All of these issues are being addressed and corrected.

D. Proposals of Purchase of Industrial Park Property

Mr. Lewis advised council that two offers have been received for property in the industrial park, both of which include Lot 2, the McClellan property. Lot 2 appraised at \$400,000 sixteen months ago and the appraiser has suggested adding a 3% inflation increase for a current value of \$412,000. Lot 1, which is vacant land, just sold for \$100,000 or \$20,000/acre. There has been some discussion about getting the rest of the vacant lots in the park appraised, and Mr. Lewis suggested using the recent sale as a comparable for this discussion.

Dr. Steven Kalesperis (Utopian HeRxBs LLC) told council that he and Robb LaPeen (Birch Run Wellness Center LLC) intend to build a campus for growing, processing, prescribing, and selling medical and

recreational cannabis and hemp. There will also be an educational component with students on site. Their offer is for \$7,500/acre because the lots they are interested in are all listed at \$70,000 but vary widely in size and his research has shown lots in the Evert area typically sell for \$3,000-\$5,000. Mr. Hildebrand noted that such lots are farmland or residential, are not zoned industrial and cannot be compared to lots in the industrial park, which have water, sewer, police protection and US10 frontage. Dr. Kalesperis stated that if the lots appraise higher than \$7500/acre, their maximum offer will be \$10,000/acre and if they appraise at less, he expects the City to honor that price.

Robert Eklund (Red Sky Partners) stated that he has been discussing the purchase of Lot 2 since May with former city manager Sarah Dvoracek. He offered \$400,000 at that time and is still interested in purchasing the property. He is willing to pay \$415,000 (cash sale) and would like to close within the coming week. He will keep the current tenant in place.

Mr. Hildebrand noted that the Utopian/Birch Run offer includes a six-month rental clause, which he believes puts the City at unnecessary risk and asked if they are willing to strike the rental clause and purchase the property outright. Mr. Kalesperis said that was acceptable. Mr. Hildebrand then requested that the offer be revised and presented as a purchase agreement rather than the lease agreement with option to buy currently on the table. He also stated that the last major development in the park took twelve months to complete, and that he does not think the March deadline for this project is at all realistic. He reminded Mr. Kalesperis that the current rental agreement requires 90 days' notice to the tenant. Mayor Emerick voiced the concerns that this business model is new and therefore unproven and that the proposal mentions loans and grants, which are typically not available to cannabis projects. She would like to see proof of funding.

Mr. Lewis reiterated that it is highly unlikely that the Birch Run/Utopian agreement could be completed by their March 2022 deadline. The 90-day notice to the tenant will not be given until the sale has closed, and the project will have to work its way through the Planning Commission and must have a development agreement. He recommends that the City pursue appraisals for Lots 3, 4, 6, 7 and 8. No action taken.

Departmental/Information Reports (No action needed)

E. Accounts Payable Report (9/29/2021 – 10/5/2021)

F. Payroll Reports (9/29/2021 – 10/5/2021)

G. Revenue and Expense Report – September 2021

City Attorney Report/Comment - none

City Clerk Report/Comment - none

City Manager Report/Comment

Finance Director Report/Comment

Ms. Lockhart stated that the annual audit is underway and going well. Staff continues to schedule water meter replacements.

Director of Public Works Report/Comment

Mr. Moma reported that the storm clean up is substantially complete and staff has returned to their normal duties. The Splash Pad will be winterized soon and the handicapped kayak launch will be pulled out for winter storage. He is seeking quotes for a leaf vacuum which he believes would greatly expedite bulk leaf pick up in spring and fall, while keeping the street cleaner. He's having difficulty obtaining three bids and Mr Hildebrand said if that continues to be the case, Mr. Moma should present an agenda report with that notation and council will look at the options available.

Police Department Report/Comment - none

Downtown Development Authority Report/Comment - none

Evert Area Fire Department - none

Citizens' Comments: Roger Elkins stated that he understands that City Hall still has issues with the phone system. He called this afternoon and couldn't get through, but staff promptly returned his missed call. He appreciated the courtesy.

Motion by Mayor Emerick to adjourn. Support by Mr. Hildebrand. Motion passed with all in favor. The meeting was adjourned at 9:23pm.

Kathy Fiebig, City Clerk

**CITY OF EVART
SPECIAL CITY COUNCIL MEETING
Monday, October 11, 2021 @ 7:30PM
Depot, 200 S. Main Street**

Mayor Chris Emerick led the assembly in the Pledge of Allegiance.

The meeting was called to order by Mayor Emerick at 7:30pm.

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

Absent: Dan Elliott

Present (staff): Interim City Manager Richard Lewis, Finance Director/Treasurer Pepper Lockhart, City Clerk Kathy Fiebig

Guests: Dr. G. Steven Kalesperis, Robb LaPeen, Dr. Steve Herrera

Citizens' Comments – none

Approval of Agenda

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

Old Business

A. Potential sale of property in the Evart Industrial Park

Mr. Lewis advised council that Robert Eklund of Blue Sky Partners has withdrawn his offer to purchase Lot 2 in the Industrial Park due to a funding deadline that ends today. Ms. Lockhart noted that the McClellan principals (tenants of Lot 2) called today to express interest in submitting an offer but have decided to see what happens at this meeting before doing so. Mr. Lewis noted that Dr. Kalesperis and Mr. LaPeen have submitted additional documentation for their offer but have not provided the proof of funding that council has requested. Dr. Herrera stated that he will provide proof of funding within 5-7 days for 10-20% of the base funding, as well as documentation of USDA hemp grants that are available. Mayor Emerick noted that in earlier discussions, Dr. Kalesperis and Mr. LaPeen had made multiple references to a March deadline and wondered if they are still interested given the fact that it's a deadline that can't be met. Dr. Kalesperis stated that his state marijuana license expires in March and that he is pursuing an extension. Yes, they are still interested.

Mr. Hildebrand proposed the following counteroffer: The sale of Lot #2 at \$415,000 plus the sale of Lot #3 at the appraised value with no discount. Lots #4, #6, #7, and #8 may be purchased, subject to future availability, as their development may require. The City would require one-fourth of the total sale price at the time of closing and would finance the balance over three (3) years at an interest rate not lower than three percent (3%) or higher than five percent (5%) with three (3) equal installments on the anniversary of the final sale date. It is understood by all parties that the development will go through the same process as similar industries within the Airport Industrial Park, i.e., Development Agreement, Planning Commission review of Site Plans, Special Use Permits, Licensing, and other requirements set forth in City statutes. Mr. Lewis recommended that council continue to work on this matter before signing a sales agreement to allow time for Dr. Kalesperis, Mr. LaPeen and Dr. Herrera to provide a more

detailed business plan and proof of funding. Dr. Kalesperis hopes that the available marijuana licenses will be set aside for their use in the meantime. Mr. Hildebrand reminded him that the City has a formal process for applying for each license and that will be followed to the letter. All licenses are first come, first served. Mr. Hildebrand asked that staff get the additional lots in question appraised as quickly as possible. Motion by Mayor Emerick to authorize staff to draft a purchase agreement and all other documents as needed to proceed with the sale of Lots 2 and 3 in the Industrial Park to Birch Run Wellness and Utopian HeRxBs. Support by Mr. Hildebrand. Motion passed with all in favor.

Citizens' Comments – none

Motion by Mr. Hildebrand to adjourn. Support by Mayor Emerick. Motion passed with all in favor.

The meeting was adjourned at 8:15pm.

Kathy Fiebig, City Clerk

10/21/2021 08:24 AM
User: JENNIE
DB: CITY OF EVART

CHECK REGISTER FORCITY OF EVART
CHECK DATE FROM 10/06/2021 - 10/26/2021

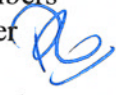
Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 751 VENDOR					
10/07/2021	751	38736	0028	CITY OF EVART	7,522.81
10/07/2021	751	38737	0653	EVART PUBLIC LIBRARY	469.95
10/07/2021	751	38738	0229	OSCEOLA COUNTY TREASURER	5,871.66
10/15/2021	751	705(E)	923	FIRST NATIONAL BANK OF OMAHA	2,158.07
10/15/2021	751	706(E)	0397	UNEMPLOYMENT INSURANCE AGENCY	31.00
10/19/2021	751	38739	1806	REPUBLIC SERVICES #239	10,201.23
10/19/2021	751	707(E)	0024	CONSUMERS ENERGY	11,300.86
10/19/2021	751	708(E)	1043	LINGO	222.54
10/26/2021	751	38740	343	AIRPORT LIGHTING COMPANY	222.72
10/26/2021	751	38741	0014	BADGER METER COMPANY, INC	222.75
10/26/2021	751	38742	1182	BARNETT'S AUTO REPAIR	99.25
10/26/2021	751	38743	1093	CCRA PROFESSIONAL SERVICES LLC	1,760.00
10/26/2021	751	38744	0028	CITY OF EVART	2,718.67
10/26/2021	751	38745	1590	CMP DISTRIBUTORS, INC	585.00
10/26/2021	751	38746	1241	DORNBOS SIGN & SAFETY INC.	2,122.70
10/26/2021	751	38747	0312	ETNA SUPPLY	1,844.20
10/26/2021	751	38748	1766	EVART PARTS PLUS	117.23
10/26/2021	751	38749	0293	GALL'S INC	88.99
10/26/2021	751	38750	0940	GERBER CONSTRUCTION	83,857.70
10/26/2021	751	38751	0876	INTEGRITY BUSINESS SOLUTIONS	192.05
10/26/2021	751	38752	0943	JR AGGREGATES EVART	703.69
10/26/2021	751	38753	1033	MICHIGAN ASSOC OF CHIEFS OF POLICE	115.00
10/26/2021	751	38754	1968	MICHIGAN CAT	1,309.84
10/26/2021	751	38755	2122	MONARCH	54,273.96
10/26/2021	751	38756	2122	VOID	0.00
10/26/2021	751	38757	0579	PREIN & NEWHOF, P.C.	1,110.00
10/26/2021	751	38758	0597	PVS TECHNOLOGIES, INC	7,602.60
10/26/2021	751	38759	796	RCB CONTRACTING	1,680.00
10/26/2021	751	38760	0123	RIETH-RILEY CONSTR CO INC - BR	73.00
10/26/2021	751	38761	0129	SMITH LUMBER CO	862.82
10/26/2021	751	38762	1579	SPECTRUM HEALTH OCCUPATIONAL	40.00
10/26/2021	751	38763	1463	UTILITY SERVICE CO., INC.	25,988.86
10/26/2021	751	38764	1803	XEROX CORPORATION	311.48
10/26/2021	751	709(A)	1858	AFFORDABLE PRINTS	57.00
10/26/2021	751	710(A)	1456	AMERICAN SPECIALTY PRODUCTS	584.78
10/26/2021	751	711(A)	1172	FIEBIG, KATHY	202.28
10/26/2021	751	712(A)	994	FLACHS, MICHAEL	40.00
10/26/2021	751	713(A)	1419	JOHN BEAM JR.	40.00
10/26/2021	751	714(A)	1330	MARTIN, DALE	40.00
10/26/2021	751	715(A)	1757	MAURER'S TEXTILE RENTAL	159.74
10/26/2021	751	716(A)	1169	MICHIGAN MUNICIPAL LEAGUE	634.00
10/26/2021	751	717(A)	1157	MOMA, DUSTIN	40.00
10/26/2021	751	718(A)	1501	MUCZYNSKI, PATRICK	40.00
10/26/2021	751	719(A)	1069	PEPPER LOCKHART	40.00
10/26/2021	751	720(A)	1730	SCOTLAND OIL COMPANY, INC.	4,378.87
10/26/2021	751	721(A)	1600	TRACE ANALYTICAL LABORATORIES	3,954.00
10/26/2021	751	722(A)	1145	TUPPER, VICTORIA	0.67
10/26/2021	751	723(A)	0740	USA BLUE BOOK	515.67
10/26/2021	751	724(A)	2121	WILSON, CHAD	25.74
10/26/2021	751	725(A)	469	ZINGER, ADAM	40.00

751 TOTALS:

Total of 50 Checks:	236,473.38
Less 1 Void Checks:	0.00
Total of 49 Disbursements:	236,473.38

CONSENT AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Pepper Lockhart, Finance Director/Treasurer 
Date: October 20, 2021
Re: Requesting Approval for Budget Amendments

For the Consent Agenda of October 26, 2021

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.

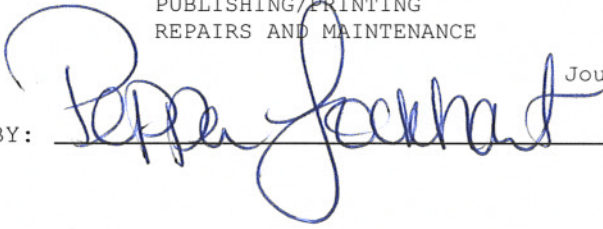
City of Ewart
JOURNAL ENTRY
JE: 6178

Post Date: 10/20/2021
Entry Date: 10/20/2021
Description: FOR COUNCIL OCT 26 2021


Entered By: PEPPER
Journal: BA

GL #	Description	DR	CR
101-171-957.000	EDUCATION AND TRAINING		634.00
101-172-702.000	SALARIES	634.00	
101-441-728.000	SAFETY SUPPLIES	19.00	
101-441-740.000	OPERATING SUPPLIES		19.00
101-442-740.000	OPERATING SUPPLIES		83.00
101-442-801.000	PROFESSIONAL SERVICES	83.00	
203-451-740.000	OPERATING SUPPLIES	370.00	
203-451-930.000	REPAIRS AND MAINTENANCE		370.00
207-751-921.000	UTILITIES	372.00	
207-751-930.000	REPAIRS AND MAINTENANCE		372.00
590-537-900.000	PUBLISHING/PRINTING		88.00
590-537-930.000	REPAIRS AND MAINTENANCE	88.00	
Journal Total:		1,566.00	1,566.00

APPROVED BY: _____



AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Richard I. Lewis, Interim City Manager 
Date: October 21, 2021
Re: Proposals to Purchase Industrial Park Property

For the Agenda of October 26, 2021 Regular Meeting

Background.

At the October 11, 2021 Special Meeting, after considering the proposal by Birch Run Wellness Center LLC and Utopian HeRXBs LLC, staff was directed to prepare an Agreement for Sale (Agreement) regarding the sale of Lot #2 and #3 to the parties. Their representative Dr. Steven Herrera, InnerSol Inc indicated that a separate LLC may be formed.

Attached is a complete draft to the Agreement, with Exhibits, for your consideration. The format is the same used in the recent sale of Lot #1 to Viso Clara LLC. The only items missing is the name of the Purchaser and Signatory. A copy was provided to the parties above last week. As of the date of this memo, we have not had any further in-depth communication or information since the October 11 meeting.

Recommendations/Thoughts.

The first order of business for the Council is to determine if the Agreement incorporates all the items discussed. For your reference, the cover memo for the October 11 meeting is included which outlined the sale proposal. The Agreement has been reviewed by the City Attorney as to form. If the Council feels the Agreement is in order, you may approve it with the understanding that the Purchaser and Signatory still need to be included. If anything of substance is changed, then the Agreement will be brought back to the Council. The other option is to wait until the information as to Purchaser is completed.

Further, representatives of MacLellan have been in contact with the City about presenting a proposal. Updates were provided and we requested that if MacLellan wish to present a proposal to please submit by noon today.

Finally, a correction. At the October 5 Council Meeting, we had indicated that only five acres of Lot #1, when in reality, the Council authorized the sale of the entire parcel. Given that, the sale price per acre was \$10,081, not \$20,000.

AGREEMENT OF SALE

OFFER TO PURCHASE REAL ESTATE

1. **THE UNDERSIGNED**, _____ LLC (Purchaser), hereby offers and agrees to purchase property from the City of Evart, MI (Seller) situated in the City of Evart, County of Osceola, State of Michigan, described as follows:

LOT 2, EVART AIR INDUSTRIAL PARK, and LOT 3, EVART AIR INDUSTRIAL PARK

and to pay therefore the sum of \$415,000.00 for Lot 2 and the assessed value of Lot 3 with said assessment to be undertaken by **Showalter Group, LLC** or other Certified General Real Estate Appraiser, at the time of execution of this Agreement by both parties.

To be made in cash, certified check, or bank money order, upon the following terms and conditions:

2. TERMS OF PURCHASE:

This is intended to be a Land Contract sale. A form of the Land Contract to be utilized by the parties is attached as Exhibit A. A Memorandum of the Land Contract, Exhibit B, will also be recorded in the Register of Deeds. Payment will be as follows:

The sum of one-fourth (1/4) of the total sale price of Lots 2 and 3 at the time of closing with three (3) annual payments equal to one-third (1/3) of the remaining balance, plus accrued interest, at the rate of Three to Five (3%-5%) percent, per annum, on the anniversary date of closing. Final interest rate and annual payment dates shall be to be agreed upon no later than thirty (30) days prior to the closing and incorporated into said closing documents.

The Purchaser retains the option of paying the entire sale price at the time of closing but shall give Seller notice thirty (30) days prior to closing.

3. TIME OF CLOSING:

Closing on sale shall not take place until after a Development Agreement has been completed and approved by the Purchaser and City of Evart.

Seller acknowledges that the purchase of Lots 2 and 3 are part of proposed larger development anticipated by the Purchaser and the Purchaser desires to purchase Lots 4, 6, 7, and 8 at a future date. Seller is willing to sell Lots 4, 6, 7, and 8, in total or in phases and if available, under the same terms as the sale of Lots 2 and 3.

Given the above, the Development Agreement shall include but is not limited to the following:

Affidavit that the Purchaser has researched and accepted the City of Evert Code of Ordinances, Chapter 8-Businesses, Article III-Marihuana Facilities and Chapter 44-Zoning, Article IV-Special Land Uses, Section 44-145 Marihuana. Said ordinances may be amended prior to closing and such amendments will be provided to the Purchaser.

Documentation that Purchaser has the financial resource to complete the purchase and development of Lots 2 and 3.

Detail site plan including building designs and/or modifications for Lot 2 and 3.

An estimation of the water and sewer use, including the possibility of advancement of funds by Purchaser for increased costs of maintenance to Seller's water and wastewater systems.

Estimation of construction completion and operational startup.

It shall be included in the Development Agreement that the same documentation listed above will be required for future lot sales and development.

4. TITLE:

Seller agrees to provide Buyer a marketable title. Seller to provide Buyer Title Insurance, at Buyer's expense. The title insurance shall be done by **Bell Title of Evert**. If objection to the title is made, based upon a written opinion of Purchaser's attorney, that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date so notified in writing of the defects claimed to remedy the title defects or to obtain title insurance, specifically insuring against the defects in question. If the Seller remedies the claimed defects or obtains the appropriate commitment for title insurance within the time specified, the Purchaser agrees to complete the sale. In the event the Seller is unable to remedy the defect to title, the Purchaser may accept the title as is or cancel the agreement, in which case the deposit shall be refunded.

5. PRORATION OF TAXES, ASSESSMENTS:

Lot 2 is under lease to a private party and thus taxable. The Purchaser agrees to the proration of property taxes at the time of sale.

Lot 3 is currently tax exempt, since Seller is a municipal corporation.

6. POSSESSION:

The Seller shall deliver, and the Purchaser shall accept, possession of said property no later than date of closing. As Lot 2 is currently under lease, the Seller will use its best efforts to allow access onto the property for the purpose of inspection and planning. Purchaser has permission to go onto Lot 3 for the purpose of inspection and planning purposes but may not make any disturbance of the property without express permission of the Seller.

7. INSPECTIONS:

At the time of closing, Purchaser will have inspected the properties and agrees to take the properties "AS IS".

8. PURCHASER DEFAULT:

In the event of a default by the Purchaser hereunder, the Seller may, at their option, demand and be entitled to enforce a termination of this agreement.

9. SELLER DEFAULT:

In the event of a default by the Seller hereunder, the Purchaser may at their option elect to enforce the terms hereof or demand and be entitled to a termination of this agreement.

10. PARTIES:

The pronouns and relative words, if used herein, are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representative, administrators, executors, assigns and successors of the respective parties.

11. ADDITIONAL CONDITIONS, IF ANY:

Purchaser shall pay all closing cost.

Seller has a third-party month-to-month lease on Lot 2, Exhibit C, and must provide a ninety (90) day notice to terminate the lease. Purchaser agrees to co-operate with Seller in honoring the lease terms or may desire to have the lease assigned.

_____, LLC

BY:
Authorized Signatory

Dated:

Address:

Phone:

ACCEPTANCE OF OFFER

The foregoing is hereby accepted, and the seller agrees to sell said premises upon the terms stated.

CITY OF EVART, MI

BY: Chris Emerick, Mayor

BY: Kathy Fiebig, City Clerk

DATED:

Address: 200 S. Main St.
Ewart, MI 49631
Phone: (231) 734-2181

Approved as to substance: _____
Richard I. Lewis
Interim City Manager

Approved as to form: _____
Jim White
City Attorney

EXHIBIT A

THIS AGREEMENT IS SUBJECT TO STRICT REQUIREMENTS FOR ONGOING REGULATORY COMPLIANCE BY THE PARTIES HERETO, INCLUDING, WITHOUT LIMITATION, REQUIREMENTS THAT THE PARTIES TAKE NO ACTION IN VIOLATION OF EITHER THE MICHIGAN MEDICAL MARIHUANA FACILITIES LICENSING ACT OR REGULATION AND TAXATION OF MARIHUANA ACT (TOGETHER WITH ALL RELATED RULES AND REGULATIONS THEREUNDER, AND ANY AMENDMENT OR REPLACEMENT ACT, RULES OR REGULATION, THE "ACT") OR THE GUIDANCE OR INSTRUCTION OF THE MICHIGAN BUREAU OF MARIHUANA REGULATION (TOGETHER WITH ANY SUCCESSOR OR REGULATOR WITH OVERLAPPING JURISDICTION, THE "REGULATOR"). THE PARTIES HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS OF SECTION 14 O. BELOW.

LAND CONTRACT

THIS LAND CONTRACT (the "Land Contract") is made as of _____ (the "Effective Date"), by and between _____ ("Seller") and VISIO CLARA LLC, a Michigan limited liability company ("Purchaser").

Purchaser and Seller acknowledge and agree that this Land Contract replaces the Agreement of Purchase and Sale executed by Purchaser and Seller dated _____ (the "Prior Agreement"). Upon execution of this Land Contract the Prior Agreement shall be deemed terminated and of no further force or effect, except for any provisions which by their terms survive termination.

1. **Purchase and Sale.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, land legally described as:

Parcel # _____

Together with all tenements, hereditaments, improvements and appurtenances, if any, now on the premises (collectively, the "Property").

2. **Payment Terms; Early Termination Option.**

A. **Purchase Price.** The purchase price for the Property is the sum of \$ _____, which shall be paid by Purchaser to Seller as provided herein. On the date hereof, Purchaser has made a down payment of \$ _____ by wire transfer of immediately available funds. This down payment has been applied to the Purchase Price as a credit to Purchaser, leaving a balance due of \$ _____. The balance of \$ _____ (with interest on the principal balance of ____% per annum) shall be paid to Seller as follows:

Payments shall be made to Seller at _____.

B. **Prepayment.** Purchaser shall have the right to prepay this Land Contract at any time without penalty and without the prior approval of Seller.

3. **Use and Enjoyment.** During the term of this Land Contract, and unless and until this Land Contract is forfeited or foreclosed, Purchaser shall be entitled to the possession and enjoyment of the Property subject to the Permitted Exceptions (as defined below). Seller acknowledges and understands that Purchaser's intended use of the Property involves the distribution and sale of cannabis, marijuana or related substances.

4. **Warranty Deed.**

A. **Conveyance of Title.** If Purchaser shall, in the time and manner above specified, make all the payments herein required, Seller shall, by warranty deed, convey the Property to Purchaser.

B. **Title.** The warranty deed to be executed and delivered by Seller as required hereunder shall be in recordable form and shall convey marketable fee simple and insurable title to the Property to Purchaser. Seller shall pay the Documentary/Stamp Tax due with respect to the conveyance contemplated herein at the time of recording such deed. Such conveyance shall be subject to those exceptions (the "Permitted Exceptions") described in the title commitment from _____ dated _____, and identified as Commitment # _____, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller, its agents or their assigns. Seller agrees to deliver to Purchaser, as evidence of title, a land contract vendee's policy of title insurance. The effective date of the policy is to be approximately the date of this Land Contract. Seller shall not place any new encumbrances or liens on the Property without Purchaser's prior written consent.

5. **Taxes.** Purchaser shall pay, or cause to be paid, all taxes, assessments and charges levied upon the Property from and after the Effective Date. All such payments of taxes, assessments and charges shall be made by Purchaser before any penalty or late fee for nonpayment shall attach thereto, and evidence of such payment shall be forwarded to Seller upon request.

6. **Utilities.** From and after the Effective Date, Purchaser shall be responsible for and promptly pay and keep the Property free from all liens, forfeitures or penalties arising from neglect to pay for all charges for water, sewer and any other utilities used upon or furnished to the Property, if any.

7. **Purchaser's Insurance.**

A. From and after the Effective Date, Purchaser shall procure and keep in effect (a) commercial general liability insurance with minimum limits of liability of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence for bodily injury or death, and One Million and 00/100 (\$1,000,000.00) Dollars per occurrence for property damage and (b) fire and extended coverage insurance in an amount at least equal to the unpaid balance due under this Land Contract. Such insurance shall name Seller as an additional insured.

B. Each policy shall provide for written notice to Seller at least 10 days prior to any cancellation, modification or lapse thereof. Purchaser shall furnish Seller with memorandum copies of the insurance policies upon Purchaser's execution of this Land Contract. From time to time after the Effective Date, upon request, Purchaser shall forthwith deliver certificates of insurance evidencing the coverages required herein to Seller.

8. **Events Of Default.** The occurrence of any one of the following events shall constitute an "Event of Default" under this Land Contract:

A. **Monetary.** Any failure by the Purchaser to make any payment of money required by this Land Contract, including, without limitation, any failure to make principal or interest payment within ten (10) days written notice that said payment is due.

B. **Non-Monetary Default.** Any failure by Purchaser to comply with, or breach by the Purchaser of any of the terms, provisions, warranties or covenants of this Land Contract or any other agreement between Purchaser and Seller which failure or breach is not otherwise covered by Section 8A., Purchaser shall have thirty (30) days to cure the default before an Event of Default shall be deemed to have occurred under this Land Contract provided, however, if by the nature of the default, the default cannot be cured within thirty (30) days, Purchaser shall not be in default if Purchaser has commenced its efforts to cure said default and is diligently pursuing said efforts to its conclusion.

9. **Remedies.** Upon occurrence of any Event of Default, Seller may commence an action for forfeiture of Purchaser's rights in this Land Contract. The foregoing shall be Seller's sole and exclusive remedy in the event of an Event of Default, it being the intent of the parties that Seller recover possession of the Property and retain all payments made hereunder as Seller's sole remedy. In no event shall Seller be entitled to special, consequential or indirect damages of any kind.

10. **Seller's Right to Perform.** If Purchaser shall default in the payment or performance of any of Purchaser's obligations hereunder, and such default shall not be cured within the time period provided herein, Seller may, at Seller's election but without any obligation to do so, pay or perform such obligation of Purchaser, and any amount so expended by Seller shall be an addition to the Purchase Price and shall be due and payable forthwith with interest at a rate of fifteen (15%) percent per annum thereon.

11. **Use and Maintenance of Premises.**

A. **Use of Premises.** Purchaser agrees that its use of the Property will comply with all applicable Laws. As used herein, the term "Laws" shall mean all laws, statutes, and ordinances (including building codes, zoning ordinances, and regulations), rules, orders, directives, and requirements of all federal, state, county, municipal departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any governmental, public or quasi-public authority, whether now or hereafter in force, which may be applicable to the Property, or any part thereof, including, without limitation, the Act. Notwithstanding the foregoing, the term "Laws" shall explicitly exclude all Federal Cannabis Laws. "Federal Cannabis Laws" shall mean any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing.

B. **Repair and Maintenance.** Subject to the terms of Section C. below, Purchaser shall, at its sole cost and expense, keep and maintain the Property and the buildings thereon in as good repair, working order and condition as they are at the date hereof and to not commit waste. Purchaser's obligations under this Section 11 B. shall include taking reasonable steps to winterize the maintenance shed.

C. **Alterations.** Purchaser may make such alterations, additions, and/or improvements to the Property that Purchaser deems necessary and/or appropriate, in Purchaser's sole discretion, which activities include, without limitation, the right to build new improvements. Purchaser shall obtain all permits and approvals required by Laws to perform and/or install such improvements in accordance with Laws.

12. **Construction Liens.** Purchaser shall not permit any construction, mechanics', laborers' or materialmen's liens to stand against the Property for any labor or material furnished to Purchaser or claimed to have been furnished to Purchaser or any of its affiliated entities in connection with work of any character performed or claimed to have been performed on the Property by or at the direction or sufferance of Purchaser, and Purchaser shall indemnify and hold harmless Seller, or any company under the control of Seller and its respective owners, officers, directors, shareholders, representatives, agents, heirs, devisees, personal representatives, successors and assigns from and against any and all claims, losses, liabilities, damages and expenses, including reasonable attorneys' fees, which may be sustained, suffered or incurred by any of such parties arising from or by reason of, directly or indirectly, any construction, mechanics', laborers' or materialmen's liens.

right of rescission or amendment arising out of or relating to any non-compliance with Federal Cannabis Laws unless such non-compliance also constitutes a violation of applicable state law as determined in accordance with the Act or by the Regulator, and no party shall seek to enforce the provisions hereof in federal court unless and until the parties have reasonably determined that the Act is fully compliant with Federal Cannabis Laws.

D. Entire Agreement. This Land Contract contains the entire agreement as to the matters contained herein, between the parties and supersedes any and all other prior and contemporaneous agreements, contracts, promises or representations, whether written or oral between the parties, except as set forth in writing and signed by authorized representatives of the parties.

E. Amendments. No subsequent agreements, contracts, promises or representations shall be binding and effective between the parties, unless set forth in writing and signed by authorized representatives of the parties.

F. Section Headings. All section headings contained in this Land Contract are included for convenience only and form no part of the Land Contract between the parties.

G. Jurisdiction and Venue. The parties agree that any suit involving this Land Contract, including any summary proceedings, shall be filed in the courts of the State of Michigan with venue in the courts of Osceola County, Michigan.

H. Time Of The Essence. Time is of the essence in all of the provisions of this Land Contract.

I. Corporate Authorization. All corporations and entities signing this Land Contract represent and warrant that their execution, delivery and performance of this Land Contract has been duly authorized by all necessary corporate and/or other action and that this Land Contract is valid and binding upon such corporations and entities.

J. Counterparts. This Land Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Each party shall receive a duplicate original of the counterpart copy or copies executed by it.

K. Additional Certificates. In addition to the agreements and notice to be delivered as herein provided, each of the parties hereto shall, from time to time upon the reasonable request of the other party, execute and deliver such additional certificates, notices or instruments and shall take such other action as may reasonably be required to more effectively carry out the terms of this Land Contract.

13. **Notice.** All notices, requests, demands and other communications hereunder shall be addressed to the parties as follows:

If to Purchaser:

If to Seller:

With a copy to:

Any designated recipient may change its address by like notice given to the other parties. All notices hereunder shall be in writing, and shall be deemed delivered upon: (i) hand delivery, or (ii) two (2) business days after being mailed certified or registered mail, return receipt request, postage prepaid, to the address indicated, unless there is a stoppage of mail service due to strike or labor difficulty in which event the date of actual delivery shall control, or (iii) one (1) business day after being placed with an overnight courier service. For purposes of this Land Contract, the term "business day" means a day other than a Saturday, Sunday or legal holiday under federal or Michigan law.

14. **Miscellaneous Provisions.**

A. **Binding Effect.** This Land Contract shall be binding upon and inure to the benefit of each of the parties, their respective successors and assigns.

B. **Assignment.** Purchaser may not assign its Land Contract vendee's interest without the prior written consent of Seller, in its sole and absolute discretion. The foregoing limitation shall not be construed as a limitation on Purchaser's ability to lease portions of the Property to Purchaser's affiliated entities.

C. **Governing Law/Severability.** The laws of the State of Michigan shall govern the validity, performance and enforcement of this Land Contract. If any term hereof shall be invalid, illegal or unenforceable, such provision shall be deemed amended to conform to applicable laws so as to be valid, legal and enforceable, or if it cannot be so amended, it shall be deemed to be deleted herefrom and the remainder of the provisions shall continue in full force and effect. The parties hereto agree and acknowledge that no party makes, will make, or shall be deemed to make or have made any representation or warranty of any kind regarding the compliance of this Agreement with any Federal Cannabis Laws. No party hereto shall have any

L. **Usage Of Terms.** The pronouns and relative words herein shall be construed respectively to include the masculine, feminine or neuter genders and the singular and plural numbers unless the context indicates a contrary intention.

M. **Document Review.** The parties hereto acknowledge and agree that they have carefully reviewed all the terms and conditions set forth in this Land Contract; that they have discussed these terms and conditions with their legal counsel and professional advisors; that they fully understand these terms and conditions; and that they have executed this Land Contract of their own free will and volition.

N. **Memorandum of Land Contract.** Purchaser shall have the right to record a Memorandum of Land Contract.

O. **Special Compliance Provision.** This Agreement is subject to strict requirements for ongoing regulatory compliance by the parties hereto, including, without limitation, requirements that the parties take no action in violation of either the Act or the guidance or instruction of the Regulator. The parties acknowledge and understand that the Act and/or the requirements of the Regulator are subject to change and are evolving as the marketplace for state-compliant cannabis businesses continues to evolve. If necessary or desirable to comply with the requirements of the Act and/or the Regulator, the parties hereby agree to (and to cause their respective affiliates and related parties and representatives to) use their respective commercially reasonable efforts to take all actions reasonably requested to ensure compliance with the Act and/or the Regulator, including, without limitation, negotiating in good faith to amend, restate, amend and restate, supplement, or otherwise modify this Agreement to reflect terms that most closely approximate the parties original intentions but are responsive to and compliant with the requirements of the Act and/or the Regulator. In furtherance, not limitation of the foregoing, the parties further agree to cooperate with the Regulator to promptly respond to any informational requests, supplemental disclosure requirements, or other correspondence from the Regulator and, to the extent permitted by the Regulator, keep all other parties hereto fully and promptly informed as to any such requests, requirements, or correspondence. All expenses incurred by Seller in connection with any changes to this Agreement and any cooperation with any Regulator shall be paid by Purchaser.

P. **Attorneys Fees.** If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Land Contract as of the date first written above.

SELLER:

PURCHASER:

By: _____

Name:

Title: Authorized Signatory

EXHIBIT B

MEMORANDUM OF LAND CONTRACT

THIS MEMORANDUM OF LAND CONTRACT is entered into on December ____, 2019, by and between _____, with a mailing address of _____ ("Seller"), and _____, a Michigan limited liability company, with a mailing address of _____ ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into a Land Contract effective as of the date hereof (the "**Land Contract**"); and

WHEREAS, the parties desire to execute this Memorandum of Land Contract to give record notice of existence of the Land Contract and certain terms thereof.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration Purchaser and Seller acknowledge and agree as follows:

1. Seller sold to Purchaser the following described premises situated in the City of Evart, County of Osceola, State of Michigan, on the Land Contract, such premises more specifically described as follows:

Tax Parcel ID No. _____

Commonly known as: _____

2. The purpose of this Memorandum of Land Contract is to give record notice to the existence of the Land Contract.

3. This Memorandum of Land Contract is exempt from transfer taxes pursuant to MCL 207.505(m) and MCL 207.526(o).

[Remainder of page intentionally blank; Signatures to follow]

a Michigan limited liability company

By: _____

Name:

Its: Authorized Signatory

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
the Authorized Signatory of _____ a Michigan limited liability company, on
behalf of said limited liability company.

Notary Public, _____ County, _____
 Acting in _____ County, _____
 My commission expires: _____

INSTRUMENT DRAFTED BY:

AFTER RECORDING RETURN
THIS INSTRUMENT TO:

EXHIBIT C

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered on the 18th day of February 2020 by and between the City of Evart, hereinafter called "Lessor" and MacLellan Integrated Services Inc. a Delaware Corporation, hereinafter called "Lessee".

WHEREAS, the Lessor is the owner of the Industrial Incubator Building located in the Evart Air Industrial Park on Lot #2, hereinafter called "the property"; and

WHEREAS, said the Property has a gross building area of 12,500+SqFt.

WHEREAS, the Lessor and the Lessee desire to enter into a Lease Agreement covering said Property and desire to reduce the terms of the Lease Agreement to writing.

NOW, THEREFORE, it is agreed in consideration of the mutual of the mutual covenants herein contained, as follows:

LEASED PREMISES

1. The Lessor does hereby lease to the Lessee the Property located at 1033 W. 7th Street, City of Evart, Osceola County Michigan, and the Lessee does hereby agree to lease said premises upon the terms as hereinafter set forth.

TERM AND TERMINATION

2. The term of this lease shall commence on February 18, 2020 and shall be a month-to-month lease and continue until terminated by either party upon a 90 day notice to the other party.

RENTAL

3. The Lessee shall pay to the Lessor as rental, a monthly amount equal to \$2,500.00 per month.
4. The rent hereunder shall be due on or before the 1st of each month and shall be made payable to the City of Evart, 5814 100th Avenue, Evart, MI 49631.

PROPERTY TAXES

5. Michigan's Public Act of 189 of 1953, 211.181, Section 1. (1). The City of Evart is a tax-exempt entity but because the property is leased, and the business conducted is for profit the user of the real property is subject to taxation in the same amount and to the same extent as though the lessee owned the real property.

MAINTENANCE

6. Lessor shall maintain the exterior of the building, including the roof and structure. All leasehold improvements will be the responsibility of the Lessee but must be approved in advance by the Lessor.

UTILITIES

7. Commencing with the date of possession, Lessee shall pay the cost of all utility services, including heat, water, sewer service, and electricity consumed upon the leased premises during the term of this lease. Wastewater from the Lessee's operation shall be of domestic quality and comply with all provisions of the City of Evart's Sewer Use Ordinance. No waste of any kind shall be disposed of on the property.

INSURANCE

8. Lessee agrees that it will throughout the term of this lease: carry adequate Owner-Landlord-Tenant public liability insurance to protect the Lessor from claims of all persons for injuries to person or property which may be sustained in connection with the use of, or the occupation of, the leased premises by the Lessee. Such insurance shall be retained in companies acceptable to the Lessor. Lessee shall provide to the Lessor a certificate of such insurance listing Lessor as additional insured and loss payees.

FIXTURES AND LEASEHOLD IMPROVEMENTS

9. At the termination of this lease and provided the Lessee is not default hereunder, the Lessee shall have the right to remove from the leased premises all fixtures, counters, and furnishings installed by the Lessee; at the option of the Lessor, the Lessee shall have the obligation to remove such fixtures, counters, etc., and in so doing, the Lessee shall restore the leased premises to a clean, tenantable condition.

ACCESS TO PREMISES BY LESSOR

10. Lessee further agrees to allow Lessor and its agent's free access to the premises hereby leased for the purpose of exhibiting or examining the same or making any needful repairs or alterations thereof, provided that such right of access shall be exercised in a reasonable manner so as not to interfere with the Lessee's business.

SURRENDER OF POSSESSION

11. Lessee agrees at the time of expiration of this lease, or any extension thereof, to surrender the premises and deliver up possession to the Lessor without notice and in good condition, loss by fire or other casualty and ordinary wear and tear accepted.

SUBLEASE

12. Lessee agrees that it shall not assign this lease nor sublet or underlet the leased premises without first having received the express written consent of the Lessor, which consents shall not be unreasonably withheld. Lessee shall not be released from liability hereunder. Lessor shall respond to the consent request within thirty (30) business days. Otherwise, denial by Lessor shall be presumed.

CONTINUITY

13. This lease shall be binding upon and shall inure to the benefit of the respective Lessor and Lessee, their successors and assigns.

DEFAULT

14. If the Lessee and shall be in default for failure to comply with the rental provisions herein and such default continues unremedied thirty (30) days after receipt of written notice thereof via certified mail to the Lessee, then this lease shall, at the option of the Lessor, be terminated. If the Lessee shall be in default with any other term or covenant and such default continues for sixty (60) days after receipt of written notice thereof via certified mail, then this lease shall, at the option of the Lessor, be terminated. If such default cannot be reasonably remedied prior to such time, and the Lessee is engaged in a good faith effort to cure such default, then its rights shall continue to effect, excluding from this extension of time the non-payment of rent by the Lessee.

ATTORNEY'S FEES AND COURT COSTS

15. In the event of a default by either party, the non-defaulting party shall be entitled to court costs and reasonable attorney's fees for any action successfully taken for enforcement of the terms and provisions of this lease, and the same may be included in any judgement obtained against the defaulting party.

SECURITY DEPOSIT

16. No security deposit is required.

NOTICES

17. Any notice required hereunder shall be given by certified mail, return receipt requested, to the Lessor addressed to:

MacLellan Integrated Services Inc.
Attn: Steven Eades, Director of Finance
3120 Wall Street, Suite 100
Lexington KY 40513

To the Lessee addressed to:
City of Ewart
Attn: Sarah Dvoracek, City Manager
5814 100th Avenue
Ewart MI 49631

IN THE WITNESS WHEREOF, this Lease Agreement has been executed by the undersigned Lessor and by the undersigned Lessee on the day and year first above written.

MacLellan Integrated Services, Inc.
A Kentucky Limited Liability Company

Signature: 

Name: Steven Eades

Its: Commercial Director

Date: 3/11/2020

City of Ewart, Osceola County, Michigan

Signature: 

Name: Sarah J. Dvoracek

Its: City Manager, City of Ewart

Date: 3/11/2020

On Friday, October 9, I had a telephone conference call with Robb LaPeen and Dr. Steven Herrera regarding next steps. Mr. LaPeen was aware of the counteroffer below, but has not indicated an opinion. Dr. Steven of Inner Sol, Inc is serving as a consultant for the proposed project. I have included the letter provided last week relating to their involvement. I suggested two items which may be helpful, first, a proposed phasing plan of how the development would take place and second financial information which I could review to make a determination of the economic feasibility. To date neither has been provided.

A counteroffer suggested by Council Member Hildebrand (with some of my thoughts) for consideration and discussion: The sale of Lot #2 at \$415,000 plus the sale of Lot #3 at the appraised value with no discount. Lots #6, #7, and #8 may be purchase, subject to future availability, as their development may require. The City would require one-fourth of the total sale price at the time of closing and would finance the balance over three (3) years at an interest rate not lower than three percent (3%) or higher than five percent (5%) with three (3) equal installments on the anniversary of the final sale date. It is understood by all parties, the development will go through the same process as similar industries within the Airport Industrial Park, i.e., Development Agreement, Planning Commission review of Site Plans, Special Use Permits, Licensing, and other requirements set forth in City statutes.

Recommendations/Thoughts.

Again, the Council is not required to decide on Monday. Note, as additional information is learned or forthcoming, this memorandum will be updated. I will plan to be in attendance Monday evening.

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Richard I. Lewis, Interim City Manager
Date: October 7, 2021 **Update October 11, 2021 (noon)**
Re: Proposals to Purchase Industrial Park Property

For the Agenda of October 11, 2021, Special Meeting

Background.

At the October 5, 2021, Council Meeting, the Council heard and discussed proposals from Red Sky Partners, LLC and Birch Run Wellness Center/Utopian HeRxBs, LLC to purchase parcel(s) at the Airport Industrial Park. So not to overwhelm you with paper, only the update cover memo from that meeting is attached for background.

While no action was taken at the meeting, Mayor Emerick has called a Special Meeting for further consideration. Also, I have heard from Council Member Hildebrand as to alternative offer(s) for consideration, which will be a part of the discussion at the meeting on Monday.

Proposals.

I have been in contact with both of the parties above and they both remain interested.

Sky Partners, LLC (Robert Ecklund) will honor the \$415,000 verbal offer made at the October 5th Meeting and that has been verified via email. The only contingency: the closing must be accomplished by October 14th. Mr. Ecklund has also provided documentation regarding the financial resources to complete the transaction, which I find satisfactory. I spoke to City Attorney, Jim White yesterday afternoon and he confirmed that if the Council authorizes, the transaction can be completed by October 14. Mr. Ecklund has also provided what needs to take place for the purposes of closing which I will provide to the City Attorney under separate email. Regarding current lease with MacLellan, as I read it, it can be assigned, however, I will request the City Attorney to also confirm. **In an email last Thursday, Mr. Ecklund indicated he had mistaken when the closing had to be completed; instead of October 14, the date was October 11. He had provide a suggestion as to how this may still be possible, but the matter was referred to the City Attorney for review.**

A counteroffer suggested by Council Member Hildebrand to give the Council time to consider any counteroffers and deliberation, was the retain the sale price of \$415,000 with the closing would take place on or about November 15th.

Birch Run Wellness Center/Utopian HeRxBs (Robb LaPeen/Steven Kalesperis). In discussion with Mr. Kalesperis this morning, I shared the opinion if was his/their expectations that all the activities related to their proposals would be completed by March 2023, it could not and would not be a part of a sale condition offered or agreed to by the City. It was suggested he check with the State as to the opportunity for an extension of the license and to let me know. Given the information on previous transactions of this nature by the City, I recommended he seek at least a year's extension.

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Dustin Moma, Director of Public Works
Date: October 18, 2021
Re: Request to approve bid to repair sidewalk at Sixth Street and Main Street

For the Agenda of October 26, 2021

Background: This section of sidewalk is located in front of a business that burned down. The lot is vacant now but the sidewalk is in very bad shape, and is a hazard to pedestrians. This location was approved for this maintenance by the previous City Manager prior to her departure.

Issues & Questions Specified: I have requested bids from several local contractors and only received one (attached).

Alternatives: Do nothing.

Financial Impact: If approved, the cost to remove and replace 126' of sidewalk, broom finish with cuts every 10' = \$4,880.00. If a second layer of concrete has to be removed there will be an additional cost of \$1,100.00.

Recommendation: Accept Custer Builders' quote for an amount not to exceed \$5,980.00, so that we can move forward with this project and get it completed before winter sets in.

Attachments:

Quote from Custer Builders



Proposal

Proposal No. **1266**
Sheet No.
Date **07/19/21**

Proposal Submitted To

Work To Be Performed At

Name City of EVART Street same
Street 6TH street sidewalk Date of Plans same
City Evart Architect Michigan -State- Michigan
State Michigan
Telephone Number 231 734 2181

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

to remove and replace 126' of sidewalk mix will be 6 sack limestone with broom finish and cuts at every 10' if a second layer of concrete is to be removed there will be a addition costs of \$1100.00 dollars

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

four thousand eight hundred and eighty dollars

Dollars **\$4880.00**

50% down final 50% on completion

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by CUSTER BUILDERS

Respectfully submitted_ *James Gust*

Per *owner*

Note — This proposal may be withdrawn by us if not accepted within

15 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Richard I. Lewis, Interim City Manager 
Date: October 21, 2021
Re: Proposal for Professional Service – Five Mile Road Pump Station

For the Agenda of October 26, 2021 Special Meeting

Background.

In the Development Agreement with Attitude Wellness LLC dated November 25, 2021, the City was to undertake improvements to the above mentioned pump station. The improvements included replacing pumps, upgrading pump electronics and installing a permanent back up power source. Attitude Wellness LLC on their part agreed to participate in these improvements.

Proposal.

It is my understanding that OHM Advisors (OHM) is the City's Engineering of Record for the City's utility systems. Given this, a proposal was requested from OHM for engineering services; their proposal is attached.

Recommendations/Thoughts.

It is our recommendation that the proposal be accepted and the Mayor / City Clerk be authorized to execute the agreement.

October 20, 2021

Mr. Richard Lewis
Interim City Manager
City of Ewart
5814 100th Avenue
Ewart, MI 49631

RE: Proposal for Professional Service
Five Mile Road Pump Station Improvements

Dear Mr. Lewis:

Thank you for contacting us to provide professional services to the City of Ewart (City) for the Five Mile Road Pump Station Improvements. We have prepared this letter proposal based on the information provided and discussions with City staff. This proposal represents our understanding of the project, work plan, schedule, and cost of services.

Statement of Understanding

The Five Mile Road Pump Station (also called P.S. #2) is situated at 5-Mile Road, close to the Ewart Municipal Airport, and pumps directly to the Ewart Wastewater Treatment Plant via approximately 4000 feet of 8-inch force main. Historically, flows ranged from 25,000 to 30,000 gallons per day. These flows were in large part produced by a glass manufacturing company that has since closed operations. The pump station saw reduced operation for several years, with daily flow rates as low as 3,000 to 6,000 gallons per day. Other commercial businesses have begun operation and the daily flows to the pump station are now averaging approximately 20,000 gallons per day.

The station is a can-style prefabricated dry-well station. The original station was installed in 1998 and the drywell section was replaced in 2007.

Work Plan

Our work plan includes the tasks required to complete the study and design phase of the project. Specific tasks to complete this project are as follows:

Task 1 – Evaluation

- ▶ A virtual project kickoff meeting
- ▶ Review data collected during the SAW grant analysis
- ▶ Review pump station as-builts from the City (1998 and 2007)
- ▶ Review force main as-builts from the City (1998 and 2007)
- ▶ Review force main maintenance records provided by the City
- ▶ Review pump station operations data (flows and pressures) provided by the City
- ▶ Review chemical makeup of the waste stream and discuss future capacity plans with contributing businesses
- ▶ Interview operators to discuss issues and needs
- ▶ Pump curve and perform velocity analysis comparing instantaneous flow rates and average flow rates to force main (both past, present, and predicted future).
- ▶ Evaluate the necessity for new flow meters and/or new totalizers.
- ▶ Provide recommendations on maintenance and intensive evaluation including:
 - Force main flushing, pigging, and/or jetting,
 - Force main acoustic leak testing, electromagnetic testing, coupon collection, and/or ultrasonic testing



- Wet well cleaning, mixing
- Drywell cathodic protection for prevention of galvanic corrosion
- ▶ Provide recommendations for operational and control changes, as needed.
- ▶ Provide guidance on Non-Permit Confined Space Entry Documentation
- ▶ Based on above data collection, provide potential design recommendations on:
 - Controls and SCADA upgrades, including control panel heater and fan.
 - Potential change to forcemain appurtenances or diameter based on current and future anticipated flows
 - Pump improvement such as duty point adjustment or installation of grinder pumps.
 - Wet well improvements, including aeration or mixers
 - Site civil improvements such as roof over control panel, a guard rail, bollards, landscaping, fencing, and parking.
 - Permanent generator
- ▶ One site visit
- ▶ One review meeting with revisions

Deliverables

- ▶ Recommendations Memo

Task 2 – Design of Improvements/Permitting/Bidding

The following improvements shall be included in the design

- ▶ Controls and SCADA upgrades
- ▶ Pump Station improvements/replacements (i.e., pumps, flow meter, etc.)
- ▶ Generator and automatic transfer switch
- ▶ FM bypass connection, complete with isolation valves, immediately downstream of pump station
- ▶ Specifications and Project Plans, utilizing GIS data and aerial imagery for base layer of drawings
- ▶ One site visit
- ▶ Two review meetings with revisions
- ▶ Permit Submittals for Wastewater System Construction & Soil Erosion permits, assume one resubmittal
- ▶ Bidding Services - Upon City staff authorization for bidding of the project, the bidding assistance work would begin. In this phase of work, OHM Advisors will aid with the bid letting of the project. Specific work tasks include the following:
 - Provide the final plans and specifications to the City and assist in finalizing the Contract Documents for project advertisement in local papers and the bid posting by the City Clerk on bidding websites.
 - Answer Contractor bidding questions and prepare and distribute addenda to prospective bidders, if necessary.
 - Attend bid opening at the City offices.
 - Review all received bids for accuracy and consistency with Contract Documents and create a project bid tabulation.
 - Provide Recommendation of Award letter to the City, based upon bid review.

Additional design items as needed (usage of budget allowance as noted below).

Deliverables

- ▶ Project Plans



- ▶ Permit Submittal Packages
- ▶ Advertisement and Contract Documents for bidding
- ▶ Bid Addenda, if necessary
- ▶ Pre-bid meeting minutes, if necessary
- ▶ Bid Tabulation and Recommendation of Award letter

Additional as-needed items may arise during the development of the design, which were not anticipated at the time this proposal was prepared. These efforts will not be completed until written authorization has been provided by the City agreeing to the extra work and the budget allowance for this task will not be used without advanced authorization from the City. OHM will prepare a scope and a budget for each item for approval before proceeding. These efforts may include, but are not limited to:

- ▶ Design of forcemain upgrades or forcemain replacement, not listed above
- ▶ Design of structural rehabilitation work associated with wetwell, drywell, or slab on grade.

Schedule

The following table outlines the task durations for major project milestones:

TASK	TASK DURATION
Task 1 – Evaluation	6 weeks from the project kickoff meeting
Task 2 – Design of Improvements	8 weeks*

* assumes no additional as-needed services

We are prepared to commence work on this project immediately upon receipt of your written authorization to proceed. As the COVID-19 pandemic continues to impact us all, we are dedicated to continuing to move our projects forward as efficiently and safely as possible, while noting that project schedules and deadlines may be affected due to this unprecedented situation.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on a lump sum percent complete basis. OHM will bill monthly for these services.

Task	Cost
Task 1 – Evaluation	\$21,900
Task 2 – Design of Improvements	\$31,600
PROPOSAL TOTAL COST	\$53,500

Notes:

1. The cost associated with each task assumes authorization and execution of all the tasks
2. Fee includes one 4-hour site visit during the evaluation phase and one 4-hour site visit during the Design phase. Site visit to be coordinated with City staff beforehand.
3. Fee includes a total of 4 “virtual” project meetings. OHM shall provide access to online meeting platform, Zoom.

Clarifications and Assumptions



negotiate an amendment with City staff. OHM Advisors will not proceed with additional services without written authorization to proceed from City staff.

- ▶ Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Work Plan, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services and upon approval and agreement with City staff.
- ▶ Site survey work is excluded from this contract.
- ▶ OHM assumes the dry well has been documented as a Non-Permit Confined Space by the City and therefore does not require a confined space entry crew.
- ▶ Confined Space Entry into the wetwell is not required.

Client Responsibilities

- ▶ The City will provide a single point of contact to OHM Advisors for the project who is knowledgeable about the project needs and desired outcomes.
- ▶ The City will provide the following, if available, to assist us with the project:
 - Pump Station As-Builts (1998 and 2007)
 - Force main As-Builts
 - Force main inspection and maintenance records
 - Pump station operations data (flows, pressures, pump hours/cycles, etc.)
 - Access to the pump station
 - Time to interview wastewater system operators

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal and the attached Terms & Conditions will form our agreement.

Thank you for giving us the opportunity to be of service, we look forward to working with you on this project. This proposal is valid for 30 days. If you have any questions or comments, please contact me at john.tanner@ohm-advisors.com or at 231-923-6595.

Sincerely,

OHM Advisors

G. John Tanner, PE, Project Manager

Authorization to Proceed

Chris Emerick - Mayor

Date

Kathy Fiebig - Clerk

Date

Attachments: Standard Terms and Conditions

cc: Matt Kennedy, OHM Advisors
Lou Fleury, OHM Advisors

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McClimment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall at no cost to OHM ADVISORS:
 - a. Provide access to the work site to allow timely performance of the work.
 - b. Provide all data and information in the CLIENT'S possession as may be required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** To the fullest extent permitted by law, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, alone, and waives any and all remedies it may have against OHM ADVISORS' principals, agents, employees, officers, directors and/or subconsultants.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **DOCUMENTS OF SERVICE.** The CLIENT acknowledges that OHM ADVISORS' reports, drawings, and other documents (Documents) as instruments of professional services. Nevertheless, the Documents prepared under this Agreement shall become the property of CLIENT upon completion of the work and payment in full of all monies due OHM ADVISORS. However, OHM ADVISORS shall have the unlimited right to use such Documents and the intellectual property therein. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** If CLIENT requests OHM ADVISORS to execute certificates, the proposed language of such certificates shall be submitted to OHM ADVISORS for review at least 14 days prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services or responsibilities beyond the scope of the Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after

giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS's services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. OHM ADVISORS and CLIENT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. OHM ADVISORS and CLIENT waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, CLIENT and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
10/07/2021	751	38736	CITY OF EVART	DUE TO GENL - PROPERTY TAX	703-000-214.102	6,859.11
		38736		INTEREST & PENALTY	703-000-214.103	312.64
		38736		DUE TO GENL-ADMIN FEE	703-000-214.104	57.95
		38736		DUE TO NORTH OAK ASSESSMENT	703-000-214.326	293.11
						<hr/> 7,522.81
10/07/2021	751	38737	EVART PUBLIC LIBRARY	DUE TO LIBRARY	703-000-214.223	457.21
		38737		DUE TO LIBRARY - INTEREST	703-000-223.100	12.74
						<hr/> 469.95
10/07/2021	751	38738	OSCEOLA COUNTY TREASURER	DUE TO STATE EDUCATION TAX	703-000-214.221	2,827.73
		38738		DUE TO COUNTY	703-000-214.222	3,003.36
		38738		DUE TO COUNTY - INTEREST	703-000-222.100	20.88
		38738		STATE ED TAX INTEREST	703-000-222.110	19.69
						<hr/> 5,871.66
10/15/2021	751	705(E)	FIRST NATIONAL BANK OF OMAHA	MEMBERSHIP AND DUES	101-172-807.000	399.00
		705(E)		TRAVEL EXPENSES	101-172-860.000	267.00
		705(E)		POSTAGE & SHIPPING	101-191-741.000	56.00
		705(E)		OPERATING SUPPLIES	101-265-740.000	31.78
		705(E)		POSTAGE & SHIPPING	101-265-741.000	4.10
		705(E)		COMMUNICATIONS	101-265-850.000	41.66
		705(E)		OPERATING SUPPLIES	101-301-740.000	53.54
		705(E)		Community Policing Fund	101-301-746.000	218.67
		705(E)		POLICE UNIFORM ALLOWANCE	101-301-758.000	86.58
		705(E)		UNIFORMS	101-301-758.006	100.79
		705(E)		PHYSICALS	101-301-840.000	45.00
		705(E)		TRAVEL EXPENSES	101-301-860.000	30.00
		705(E)		COMPUTERS/EQUIPMENT/IT	101-301-932.000	14.09
		705(E)		EDUCATION AND TRAINING	101-301-957.000	174.00
		705(E)		OPERATING SUPPLIES	101-441-740.000	389.00
		705(E)		REIMBURSEMENT EXPENSE	101-441-768.000	99.99
		705(E)		OPERATING SUPPLIES	590-537-740.000	31.78
		705(E)		COMMUNICATIONS	590-537-850.000	41.66
		705(E)		OPERATING SUPPLIES	591-545-740.000	31.77
		705(E)		COMMUNICATIONS	591-545-850.000	41.66
						<hr/> 2,158.07
10/15/2021	751	706(E)	UNEMPLOYMENT INSURANCE AGENCY	UNEMPLOYMENT COMP.	101-850-723.000	6.20
		706(E)		UNEMPLOYMENT COMP.	202-850-723.000	2.48
		706(E)		UNEMPLOYMENT COMP.	590-850-723.000	10.23
		706(E)		UNEMPLOYMENT COMP.	591-850-723.000	12.09
						<hr/> 31.00
10/19/2021	751	38739	REPUBLIC SERVICES #239	PROFESSIONAL SERVICES	101-441-801.000	129.00

Banks: 751

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		38739		PROFESSIONAL SERVICES	101-526-801.000	9,867.23
		38739		PROFESSIONAL SERVICES	209-276-801.000	90.00
		38739		PROFESSIONAL SERVICES	590-538-801.000	57.50
		38739		PROFESSIONAL SERVICES	591-546-801.000	57.50
						<u>10,201.23</u>
10/19/2021	751	707 (E)	CONSUMERS ENERGY	UTILITIES	101-441-921.000	248.45
		707 (E)		UTILITIES	101-448-921.000	1,805.73
		707 (E)		UTILITIES	202-460-921.000	28.74
		707 (E)		UTILITIES	590-538-921.000	2,928.93
		707 (E)		UTILITIES	591-546-921.000	6,289.01
						<u>11,300.86</u>
10/19/2021	751	708 (E)	LINGO	COMMUNICATIONS	590-538-850.000	148.36
		708 (E)		COMMUNICATIONS	591-546-850.000	74.18
						<u>222.54</u>
10/26/2021	751	38740	AIRPORT LIGHTING COMPANY	OPERATING SUPPLIES	101-442-740.000	222.72
10/26/2021	751	38741	BADGER METER COMPANY, INC	PROFESSIONAL SERVICES	590-537-801.000	111.38
		38741		PROFESSIONAL SERVICES	591-545-801.000	111.37
						<u>222.75</u>
10/26/2021	751	38742	BARNETT'S AUTO REPAIR	VEHICLE REPAIR & MAINTENANCE	101-301-931.000	20.00
		38742		PROFESSIONAL SERVICES	661-599-801.000	20.00
		38742		REPAIRS AND MAINTENANCE	661-599-930.000	59.25
						<u>99.25</u>
10/26/2021	751	38743	CCRA PROFESSIONAL SERVICES LLC	PROFESSIONAL SERVICES	591-545-801.000	1,760.00
10/26/2021	751	38744	CITY OF EVART	UTILITIES	101-265-921.000	266.03
		38744		UTILITIES	101-301-921.000	43.80
		38744		UTILITIES	101-442-921.000	58.98
		38744		UTILITIES	207-751-921.000	2,283.12
		38744		UTILITIES	208-757-921.000	66.74
						<u>2,718.67</u>
10/26/2021	751	38745	CMP DISTRIBUTORS, INC	UNIFORMS	101-301-758.006	585.00
10/26/2021	751	38746	DORNBOS SIGN & SAFETY INC.	OPERATING SUPPLIES	202-460-740.000	1,061.35
		38746		OPERATING SUPPLIES	203-460-740.000	1,061.35
						<u>2,122.70</u>
10/26/2021	751	38747	ETNA SUPPLY	OPERATING SUPPLIES	591-547-740.000	1,230.50
		38747		REPAIRS AND MAINTENANCE	591-547-930.000	613.70
						<u>1,844.20</u>

Check Date	Bank	Check #	Payee	Description	GL #	Amount
10/26/2021	751	38748	EVART PARTS PLUS	OPERATING SUPPLIES	101-441-740.000	52.83
		38748		OPERATING SUPPLIES	661-599-740.000	36.26
		38748		REPAIRS AND MAINTENANCE	661-599-930.000	28.14
						<hr/> 117.23
10/26/2021	751	38749	GALL'S INC	UNIFORMS	101-301-758.006	88.99
10/26/2021	751	38750	GERBER CONSTRUCTION	CAPITAL OUTLAY-CAPITALIZED	590-538-970.100	41,928.85
		38750		CAPITAL OUTLAY-CAPITALIZED	591-546-970.100	41,928.85
						<hr/> 83,857.70
10/26/2021	751	38751	INTEGRITY BUSINESS SOLUTIONS	OFFICE SUPPLIES	101-265-727.000	64.02
		38751		OFFICE SUPPLIES	590-537-727.000	64.02
		38751		OFFICE SUPPLIES	591-545-727.000	64.01
						<hr/> 192.05
10/26/2021	751	38752	JR AGGREGATES EVART	REPAIRS AND MAINTENANCE	203-451-930.000	331.67
		38752		REPAIRS AND MAINTENANCE	207-751-930.000	372.02
						<hr/> 703.69
10/26/2021	751	38753	MICHIGAN ASSOC OF CHIEFS OF POLI	PROFESSIONAL SERVICES	101-301-801.000	115.00
10/26/2021	751	38754	MICHIGAN CAT	PROFESSIONAL SERVICES	661-599-801.000	309.84
		38754		PREVENTATIVE MAINTENANCE	661-599-930.100	1,000.00
						<hr/> 1,309.84
10/26/2021	751	38755	MONARCH	PROFESSIONAL SERVICES	101-265-801.000	227.58
		38755		COMPUTERS/EQUIPMENT/IT	101-265-932.000	2,723.63
		38755		CAPITAL OUTLAY-NON CAPITALIZE	101-265-970.000	1,896.30
		38755		PROFESSIONAL SERVICES	101-301-801.000	125.12
		38755		COMPUTERS/EQUIPMENT/IT	101-301-932.000	1,167.27
		38755		CAPITAL OUTLAY-CAPITALIZED	101-301-970.100	729.27
		38755		PROFESSIONAL SERVICES	101-440-801.000	432.52
		38755		COMPUTERS/EQUIPMENT/IT	101-440-932.000	5,836.35
		38755		CAPITAL OUTLAY-NON CAPITALIZE	101-440-970.000	4,376.35
		38755		PROFESSIONAL SERVICES	101-442-801.000	432.52
		38755		COMPUTERS/EQUIPMENT/IT	101-442-932.000	5,836.35
		38755		CAPITAL OUTLAY-CAPITALIZED	101-442-970.100	4,084.35
		38755		PROFESSIONAL SERVICES	208-757-801.000	278.82
		38755		COMPUTERS/EQUIPMENT/IT	208-757-932.000	3,501.81
		38755		CAPITAL OUTLAY-CAPITALIZED	208-757-970.100	2,625.81
		38755		COMPUTERS/EQUIPMENT/IT	590-537-932.000	5,641.80
		38755		PROFESSIONAL SERVICES	590-538-801.000	419.67
		38755		CAPITAL OUTLAY-CAPITALIZED	590-538-970.100	3,938.48
		38755		COMPUTERS/EQUIPMENT/IT	591-545-932.000	5,641.81
		38755		PROFESSIONAL SERVICES	591-546-801.000	419.69

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		38755		CAPITAL OUTLAY-CAPITALIZED	591-546-970.100	3,938.46
						54,273.96
10/26/2021	751	38756	VOID	** VOIDED **		** VOIDED **
10/26/2021	751	38757	PREIN & NEWHOF, P.C.	OUTSOURCED TESTING	591-546-730.000	1,110.00
10/26/2021	751	38758	PVS TECHNOLOGIES, INC	FERRIC CHLORIDE	590-538-731.000	7,602.60
10/26/2021	751	38759	RCB CONTRACTING	PROFESSIONAL SERVICES	101-444-801.000	1,680.00
10/26/2021	751	38760	RIETH-RILEY CONSTR CO INC - BR	REPAIRS AND MAINTENANCE	202-451-930.000	36.50
		38760		REPAIRS AND MAINTENANCE	203-451-930.000	36.50
						73.00
10/26/2021	751	38761	SMITH LUMBER CO	OPERATING SUPPLIES	101-301-740.000	47.94
		38761		SAFETY SUPPLIES	101-441-728.000	38.98
		38761		REPAIRS AND MAINTENANCE	101-441-930.000	541.35
		38761		OPERATING SUPPLIES	590-539-740.000	104.99
		38761		OPERATING SUPPLIES	591-546-740.000	76.82
		38761		OPERATING SUPPLIES	591-547-740.000	28.17
		38761		OPERATING SUPPLIES	661-599-740.000	24.57
						862.82
10/26/2021	751	38762	SPECTRUM HEALTH OCCUPATIONAL	PHYSICALS/DRUG TESTING	590-537-840.000	20.00
		38762		PHYSICALS/DRUG TEST	591-545-840.000	20.00
						40.00
10/26/2021	751	38763	UTILITY SERVICE CO., INC.	WATER TOWER MAINTENANCE	591-547-734.000	25,988.86
10/26/2021	751	38764	XEROX CORPORATION	PUBLISHING/PRINTING	101-265-900.000	89.59
		38764		COMPUTERS/EQUIPMENT/IT	101-301-932.000	42.72
		38764		PUBLISHING/PRINTING	590-537-900.000	89.59
		38764		PUBLISHING/PRINTING	591-545-900.000	89.58
						311.48
10/26/2021	751	709(A)	AFFORDABLE PRINTS	PUBLISHING/PRINTING	101-301-900.000	57.00
10/26/2021	751	710(A)	AMERICAN SPECIALTY PRODUCTS	OPERATING SUPPLIES	101-441-740.000	584.78
10/26/2021	751	711(A)	FIEBIG, KATHY	OPERATING SUPPLIES	101-444-740.000	202.28
10/26/2021	751	712(A)	FLACHS, MICHAEL	COMMUNICATIONS	590-537-850.000	20.00
		712(A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
10/26/2021	751	713(A)	JOHN BEAM JR.	COMMUNICATIONS	101-301-850.000	40.00
10/26/2021	751	714(A)	MARTIN, DALE	COMMUNICATIONS	590-537-850.000	20.00

Banks: 751

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		714 (A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
10/26/2021	751	715 (A)	MAURER'S TEXTILE RENTAL	PROFESSIONAL SERVICES	101-265-801.000	39.94
		715 (A)		OPERATING SUPPLIES	101-441-740.000	39.93
		715 (A)		PROFESSIONAL SERVICES	590-537-801.000	39.94
		715 (A)		PROFESSIONAL SERVICES	591-545-801.000	39.93
						159.74
10/26/2021	751	716 (A)	MICHIGAN MUNICIPAL LEAGUE	EDUCATION AND TRAINING	101-171-957.000	634.00
10/26/2021	751	717 (A)	MOMA, DUSTIN	COMMUNICATIONS	590-537-850.000	20.00
		717 (A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
10/26/2021	751	718 (A)	MUCZYNSKI, PATRICK	COMMUNICATIONS	590-537-850.000	20.00
		718 (A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
10/26/2021	751	719 (A)	PEPPER LOCKHART	COMMUNICATIONS	101-265-850.000	13.33
		719 (A)		COMMUNICATIONS	590-537-850.000	13.33
		719 (A)		COMMUNICATIONS	591-545-850.000	13.34
						40.00
10/26/2021	751	720 (A)	SCOTLAND OIL COMPANY, INC.	GAS AND OIL	101-301-861.000	986.60
		720 (A)		GAS AND OIL	661-599-861.000	3,392.27
						4,378.87
10/26/2021	751	721 (A)	TRACE ANALYTICAL LABORATORIES	OUTSOURCED TESTING	591-546-730.000	3,954.00
10/26/2021	751	722 (A)	TUPPER, VICTORIA	TRAVEL EXPENSES	101-441-860.000	0.22
		722 (A)		TRAVEL EXPENSES	590-537-860.000	0.22
		722 (A)		TRAVEL EXPENSES	591-545-860.000	0.23
						0.67
10/26/2021	751	723 (A)	USA BLUE BOOK	REPAIRS AND MAINTENANCE	591-547-930.000	515.67
10/26/2021	751	724 (A)	WILSON, CHAD	TRAVEL EXPENSES	101-301-860.000	13.44
		724 (A)		EDUCATION AND TRAINING	101-301-957.000	12.30
						25.74
10/26/2021	751	725 (A)	ZINGER, ADAM	COMMUNICATIONS	590-537-850.000	20.00
		725 (A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
TOTAL - ALL FUNDS				TOTAL OF 50 CHECKS (1 voided)		236,473.38

Check Date	Bank	Check #	Payee	Description	GL #	Amount
--- GL TOTALS ---						
101-171-957.000			EDUCATION AND TRAINING			634.00
101-172-807.000			MEMBERSHIP AND DUES			399.00
101-172-860.000			TRAVEL EXPENSES			267.00
101-191-741.000			POSTAGE & SHIPPING			56.00
101-265-727.000			OFFICE SUPPLIES			64.02
101-265-740.000			OPERATING SUPPLIES			31.78
101-265-741.000			POSTAGE & SHIPPING			4.10
101-265-801.000			PROFESSIONAL SERVICES			267.52
101-265-850.000			COMMUNICATIONS			54.99
101-265-900.000			PUBLISHING/PRINTING			89.59
101-265-921.000			UTILITIES			266.03
101-265-932.000			COMPUTERS/EQUIPMENT/IT			2,723.63
101-265-970.000			CAPITAL OUTLAY-NON CAPITALIZE			1,896.30
101-301-740.000			OPERATING SUPPLIES			101.48
101-301-746.000			Community Policing Fund			218.67
101-301-758.000			POLICE UNIFORM ALLOWANCE			86.58
101-301-758.006			UNIFORMS			774.78
101-301-801.000			PROFESSIONAL SERVICES			240.12
101-301-840.000			PHYSICALS			45.00
101-301-850.000			COMMUNICATIONS			40.00
101-301-860.000			TRAVEL EXPENSES			43.44
101-301-861.000			GAS AND OIL			986.60
101-301-900.000			PUBLISHING/PRINTING			57.00
101-301-921.000			UTILITIES			43.80
101-301-931.000			VEHICLE REPAIR & MAINTENANCE			20.00
101-301-932.000			COMPUTERS/EQUIPMENT/IT			1,224.08
101-301-957.000			EDUCATION AND TRAINING			186.30
101-301-970.100			CAPITAL OUTLAY-CAPITALIZED			729.27
101-440-801.000			PROFESSIONAL SERVICES			432.52
101-440-932.000			COMPUTERS/EQUIPMENT/IT			5,836.35
101-440-970.000			CAPITAL OUTLAY-NON CAPITALIZE			4,376.35
101-441-728.000			SAFETY SUPPLIES			38.98
101-441-740.000			OPERATING SUPPLIES			1,066.54
101-441-768.000			REIMBURSEMENT EXPENSE			99.99
101-441-801.000			PROFESSIONAL SERVICES			129.00
101-441-860.000			TRAVEL EXPENSES			0.22
101-441-921.000			UTILITIES			248.45
101-441-930.000			REPAIRS AND MAINTENANCE			541.35
101-442-740.000			OPERATING SUPPLIES			222.72
101-442-801.000			PROFESSIONAL SERVICES			432.52
101-442-921.000			UTILITIES			58.98
101-442-932.000			COMPUTERS/EQUIPMENT/IT			5,836.35
101-442-970.100			CAPITAL OUTLAY-CAPITALIZED			4,084.35

Banks: 751

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-444-740.000			OPERATING SUPPLIES		202.28	
101-444-801.000			PROFESSIONAL SERVICES		1,680.00	
101-448-921.000			UTILITIES		1,805.73	
101-526-801.000			PROFESSIONAL SERVICES		9,867.23	
101-850-723.000			UNEMPLOYMENT COMP.		6.20	
202-451-930.000			REPAIRS AND MAINTENANCE		36.50	
202-460-740.000			OPERATING SUPPLIES		1,061.35	
202-460-921.000			UTILITIES		28.74	
202-850-723.000			UNEMPLOYMENT COMP.		2.48	
203-451-930.000			REPAIRS AND MAINTENANCE		368.17	
203-460-740.000			OPERATING SUPPLIES		1,061.35	
207-751-921.000			UTILITIES		2,283.12	
207-751-930.000			REPAIRS AND MAINTENANCE		372.02	
208-757-801.000			PROFESSIONAL SERVICES		278.82	
208-757-921.000			UTILITIES		66.74	
208-757-932.000			COMPUTERS/EQUIPMENT/IT		3,501.81	
208-757-970.100			CAPITAL OUTLAY-CAPITALIZED		2,625.81	
209-276-801.000			PROFESSIONAL SERVICES		90.00	
590-537-727.000			OFFICE SUPPLIES		64.02	
590-537-740.000			OPERATING SUPPLIES		31.78	
590-537-801.000			PROFESSIONAL SERVICES		151.32	
590-537-840.000			PHYSICALS/DRUG TESTING		20.00	
590-537-850.000			COMMUNICATIONS		154.99	
590-537-860.000			TRAVEL EXPENSES		0.22	
590-537-900.000			PUBLISHING/PRINTING		89.59	
590-537-932.000			COMPUTERS/EQUIPMENT/IT		5,641.80	
590-538-731.000			FERRIC CHLORIDE		7,602.60	
590-538-801.000			PROFESSIONAL SERVICES		477.17	
590-538-850.000			COMMUNICATIONS		148.36	
590-538-921.000			UTILITIES		2,928.93	
590-538-970.100			CAPITAL OUTLAY-CAPITALIZED		45,867.33	
590-539-740.000			OPERATING SUPPLIES		104.99	
590-850-723.000			UNEMPLOYMENT COMP.		10.23	
591-545-727.000			OFFICE SUPPLIES		64.01	
591-545-740.000			OPERATING SUPPLIES		31.77	
591-545-801.000			PROFESSIONAL SERVICES		1,911.30	
591-545-840.000			PHYSICALS/DRUG TEST		20.00	
591-545-850.000			COMMUNICATIONS		155.00	
591-545-860.000			TRAVEL EXPENSES		0.23	
591-545-900.000			PUBLISHING/PRINTING		89.58	
591-545-932.000			COMPUTERS/EQUIPMENT/IT		5,641.81	
591-546-730.000			OUTSOURCED TESTING		5,064.00	
591-546-740.000			OPERATING SUPPLIES		76.82	
591-546-801.000			PROFESSIONAL SERVICES		477.19	
591-546-850.000			COMMUNICATIONS		74.18	

Banks: 751

Check Date	Bank	Check #	Payee	Description	GL #	Amount
591-546-921.000			UTILITIES			6,289.01
591-546-970.100			CAPITAL OUTLAY-CAPITALIZED			45,867.31
591-547-734.000			WATER TOWER MAINTENANCE			25,988.86
591-547-740.000			OPERATING SUPPLIES			1,258.67
591-547-930.000			REPAIRS AND MAINTENANCE			1,129.37
591-850-723.000			UNEMPLOYMENT COMP.			12.09
661-599-740.000			OPERATING SUPPLIES			60.83
661-599-801.000			PROFESSIONAL SERVICES			329.84
661-599-861.000			GAS AND OIL			3,392.27
661-599-930.000			REPAIRS AND MAINTENANCE			87.39
661-599-930.100			PREVENTATIVE MAINTENANCE			1,000.00
703-000-214.102			DUE TO GENL - PROPERTY TAX			6,859.11
703-000-214.103			INTEREST & PENALTY			312.64
703-000-214.104			DUE TO GENL-ADMIN FEE			57.95
703-000-214.221			DUE TO STATE EDUCATION TAX			2,827.73
703-000-214.222			DUE TO COUNTY			3,003.36
703-000-214.223			DUE TO LIBRARY			457.21
703-000-214.326			DUE TO NORTH OAK ASSESSMENT			293.11
703-000-222.100			DUE TO COUNTY - INTEREST			20.88
703-000-222.110			STATE ED TAX INTEREST			19.69
703-000-223.100			DUE TO LIBRARY - INTEREST			12.74
			TOTAL			236,473.38

Check Register Report For City Of Evert
For Check Dates 10/06/2021 to 10/26/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/22/2021	750	DD5993	LOCKHART, PEPPER L	1,980.80	0.00	1,412.38	Cleared
10/22/2021	750	EFT658	FEDERAL 941	620.81	620.81	0.00	Open
10/20/2021	750	23244	MISDU	175.76	175.76	0.00	Open
10/20/2021	750	DD5971	BEAM, JOHN	1,096.15	0.00	719.19	Cleared
10/20/2021	750	DD5972	DUNCAN, JENNIFER	1,024.65	0.00	764.07	Cleared
10/20/2021	750	DD5973	FIEBIG, KATHY	167.31	0.00	147.41	Cleared
10/20/2021	750	DD5974	FLACHS, MICHAEL J	743.20	0.00	447.41	Cleared
10/20/2021	750	DD5975	HIGGINS, JERALD J	486.00	0.00	403.02	Cleared
10/20/2021	750	DD5976	LEWIS, RICHARD I	1,153.75	0.00	947.59	Cleared
10/20/2021	750	DD5977	LOCKHART, PEPPER L	1,054.66	0.00	808.69	Cleared
10/20/2021	750	DD5978	MARTIN, DALE	946.40	0.00	584.83	Cleared
10/20/2021	750	DD5979	MCCLURE, PATRICK K	1,042.63	0.00	762.54	Cleared
10/20/2021	750	DD5980	MISNER JR, JAMES T	120.00	0.00	101.32	Cleared
10/20/2021	750	DD5981	MOMA, DUSTIN L	1,394.23	0.00	1,036.03	Cleared
10/20/2021	750	DD5982	MUCZYNSKI, PATRICK	1,248.71	0.00	837.81	Cleared
10/20/2021	750	DD5983	MULKERNS, CHRISTINE L	874.00	0.00	723.37	Cleared
10/20/2021	750	DD5984	SHERMAN, GREGG A	333.75	0.00	284.13	Cleared
10/20/2021	750	DD5985	SWIFT-ECKERT, TERESA M	465.75	0.00	422.34	Cleared
10/20/2021	750	DD5986	TUPPER, VICTORIA	220.50	0.00	194.26	Cleared
10/20/2021	750	DD5987	WILSON, CHAD W	904.28	0.00	746.70	Cleared
10/20/2021	750	DD5988	ZINGER, ADAM	743.20	0.00	499.98	Cleared
10/20/2021	750	EFT652	FEDERAL 941	2,987.82	2,987.82	0.00	Open
10/13/2021	750	23243	MISDU	175.76	175.76	0.00	Open
10/13/2021	750	DD5949	BEAM, JOHN	1,096.15	0.00	719.20	Cleared
10/13/2021	750	DD5950	DUNCAN, JENNIFER	857.25	0.00	641.86	Cleared
10/13/2021	750	DD5951	FIEBIG, KATHY	167.31	0.00	147.40	Cleared
10/13/2021	750	DD5952	FLACHS, MICHAEL J	743.20	0.00	447.40	Cleared
10/13/2021	750	DD5953	HIGGINS, JERALD J	306.00	0.00	262.44	Cleared
10/13/2021	750	DD5954	LEWIS, RICHARD I	1,657.50	0.00	1,330.94	Cleared
10/13/2021	750	DD5955	LOCKHART, PEPPER L	1,054.66	0.00	808.70	Cleared

Check Register Report For City Of Evert
For Check Dates 10/06/2021 to 10/26/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/13/2021	750	DD5956	MARTIN, DALE	946.40	0.00	584.83	Cleared
10/13/2021	750	DD5957	MCCLURE, PATRICK K	1,055.35	0.00	745.34	Cleared
10/13/2021	750	DD5958	MOMA, DUSTIN L	1,394.23	0.00	1,036.03	Cleared
10/13/2021	750	DD5959	MUCZYNSKI, PATRICK	1,112.84	0.00	740.11	Cleared
10/13/2021	750	DD5960	MULKERNS, CHRISTINE L	760.00	0.00	622.28	Cleared
10/13/2021	750	DD5961	SHERMAN, GREGG A	240.00	0.00	210.90	Cleared
10/13/2021	750	DD5962	SWIFT-ECKERT, TERESA M	465.75	0.00	422.33	Cleared
10/13/2021	750	DD5963	TUPPER, VICTORIA	48.30	0.00	42.56	Cleared
10/13/2021	750	DD5964	WILSON, CHAD W	904.28	0.00	721.58	Cleared
10/13/2021	750	DD5965	ZINGER, ADAM	854.68	0.00	583.88	Cleared
10/13/2021	750	EFT648	FEDERAL 941	2,926.09	2,926.09	0.00	Open
10/12/2021	750	23238	DUFFY, SEAN P	300.00	264.30	0.00	Open
10/12/2021	750	23239	ELLIOTT, DANIEL	450.00	396.44	0.00	Open
10/12/2021	750	23240	EMERICK, CHRISTINA	450.00	396.44	0.00	Open
10/12/2021	750	23241	HILDEBRAND, MATTHEW	400.00	369.40	0.00	Open
10/12/2021	750	23242	SZELIGA, SANDY	400.00	352.40	0.00	Open
10/12/2021	750	DD5948	FIEBIG, KATHY	450.00	0.00	375.24	Cleared
10/12/2021	750	EFT647	FEDERAL 941	396.07	396.07	0.00	Open
10/06/2021	750	23237	MISDU	175.76	175.76	0.00	Open
10/06/2021	750	DD5924	BEAM, JOHN	1,096.15	0.00	719.20	Cleared
10/06/2021	750	DD5925	DUNCAN, JENNIFER	1,039.86	0.00	774.00	Cleared
10/06/2021	750	DD5926	FIEBIG, KATHY	167.31	0.00	147.39	Cleared
10/06/2021	750	DD5927	FLACHS, MICHAEL J	743.21	0.00	297.79	Cleared
10/06/2021	750	DD5928	HIGGINS, JERALD J	306.00	0.00	262.45	Cleared
10/06/2021	750	DD5929	KIRWIN, DAVID	1,173.33	0.00	1,018.04	Cleared
10/06/2021	750	DD5930	LEWIS, RICHARD I	1,332.50	0.00	1,083.62	Cleared
10/06/2021	750	DD5931	LOCKHART, PEPPER L	1,054.66	0.00	808.69	Cleared
10/06/2021	750	DD5932	MARTIN, DALE	946.40	0.00	584.82	Cleared
10/06/2021	750	DD5933	MCCLURE, PATRICK K	1,068.06	0.00	753.27	Cleared
10/06/2021	750	DD5934	MISNER JR, JAMES T	315.00	0.00	252.65	Cleared

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/06/2021	750	DD5935	MOMA, DUSTIN L	1,394.23	0.00	1,036.03	Cleared
10/06/2021	750	DD5936	MUCZYNSKI, PATRICK	1,151.66	0.00	768.02	Cleared
10/06/2021	750	DD5937	MULKERNS, CHRISTINE L	774.25	0.00	652.95	Cleared
10/06/2021	750	DD5938	PARISH JR., WILLIAM E	680.00	0.00	553.29	Cleared
10/06/2021	750	DD5939	SHERMAN, GREGG A	262.50	0.00	228.47	Cleared
10/06/2021	750	DD5940	TUPPER, VICTORIA	217.95	0.00	192.02	Cleared
10/06/2021	750	DD5941	WILSON, CHAD W	904.28	0.00	721.57	Cleared
10/06/2021	750	DD5942	ZINGER, ADAM	743.20	0.00	499.97	Cleared
10/06/2021	750	EFT643	FEDERAL 941	3,261.37	3,261.37	0.00	Open
Totals:				58,203.86	12,498.42	33,640.33	
Total Physical Checks:				8			
Total Check Stubs:				61			

PEPPER L. LOCKHART
Finance Director/Treasurer



o: (231) 734-2181
pepper.lockhart@evart.org

TO: Honorable Mayor Emerick & Council Members
From: Pepper Lockhart, Finance Director/Treasurer
Date: October 20, 2021
Re: Finance Director's Report for September 2021

Vendor's List- You will have the vendor's summary report in your packet that list's all vendors paid up until October 26, 2021.

Payroll Report-You will have a payroll report including the dates of 10-6-21 to 10-26-21.

Completed all payroll reconciliations for September 2021.

Winter Tax bills are being prepared to be sent out December 1.

Finished Quarterly Reports for UIA, Federal 941's and State Treasury for City, DDA, Fire Dept and Housing Commission.

The merger with Huntington has happened and we have transitioned all of our accounts. We are currently updating all ACH, payroll and EFT payment account numbers.

Audit is complete and I am reviewing the draft. Baird Cotter & Bishop are going to present on November 18th to council. We also are working with the auditor's guidance to update our chart of accounts.

We now have two high-school coop students working with us. One is out with the DPW-WWTP guys and one is in the office. They are a great addition to working with the schools and our community. This is something I have wanted to see since I have started with the city. Thank you, Kathy, for coordinating this. We are grateful to have a full house and are transitioning with training.

Chris Mulkerns is learning quickly and now assisting with water meter scheduling and all the workorders for the DPW & WWTP.

Jennie just recertified for Michigan Certified Assessing Technician which allows the city to answer all assessing questions per the law.

DPW/ Sewer & Water Communications

September 2021

Streets

- Patched potholes
- Repairs to N. Pine and Fair Street turn around
- Street light maintenance
- Street sign maintenance
- Cleaned gutter pans/storm drains
- Graded 5 Mile Road
- Cut Asphalt at Riverside West to be replaced

DPW

- Bagged leaf run
- Hauled brush
- City-wide leaf pick up
- Weed killer on sidewalks
- Truck/Equipment maintenance
- Mower maintenance
- Weed whipped/mowed around Well Houses
- Repairs to Salt Barn
- 9/7 - 9/24/2021 Storm damage cleanup
- Separating, piling brush, hauling wood from Cemetery
- Removed broken light pole at River St/Seventh
- Assisted with Tree Planting project

Misc.

- Cleaned workshop and WWTP lab
- Miss-Digs
- Trash run (once a week)
- Mowed all City properties not mowed by Shades of Green

Airport

- Meeting with C&S Companies re consultant services for small retainer fee
- Monthly light test
- Swept runway
- Removed weeds from runway

Parks

- Winterize splash pad
- Spread gravel in drive areas of both Riverside Park East and West

Water

- Collected samples for drinking water wells
- Completed the Monthly Operating Report (MOR)
- Filled day tanks
- Reset valve box on W. Eleventh St.
- Replacing residential meters
- Assisted with service line replacements
- Performed daily well reads
- Performed water and sewer reads for monthly billing
- Re-reads of water meters
- Flushed hydrants
- Repairs/Maintenance on pumps at Well 1, 2, 14
- Letter to customers regarding illegal service line hook-ups
- 279 new meters installed to date

Sewer

- Jetted sewer line at WWTP
- Jetted sewer main line on W. Tenth St.
- Investigated sewer service line on Tenth St. and on Main/Jefferson St.
- Jetted sewer main line on Tenth St.
- Worked on Eleventh St. Lift Station
- Letter of Intent with CMU re SARS-CoV-2 Wastewater sampling project

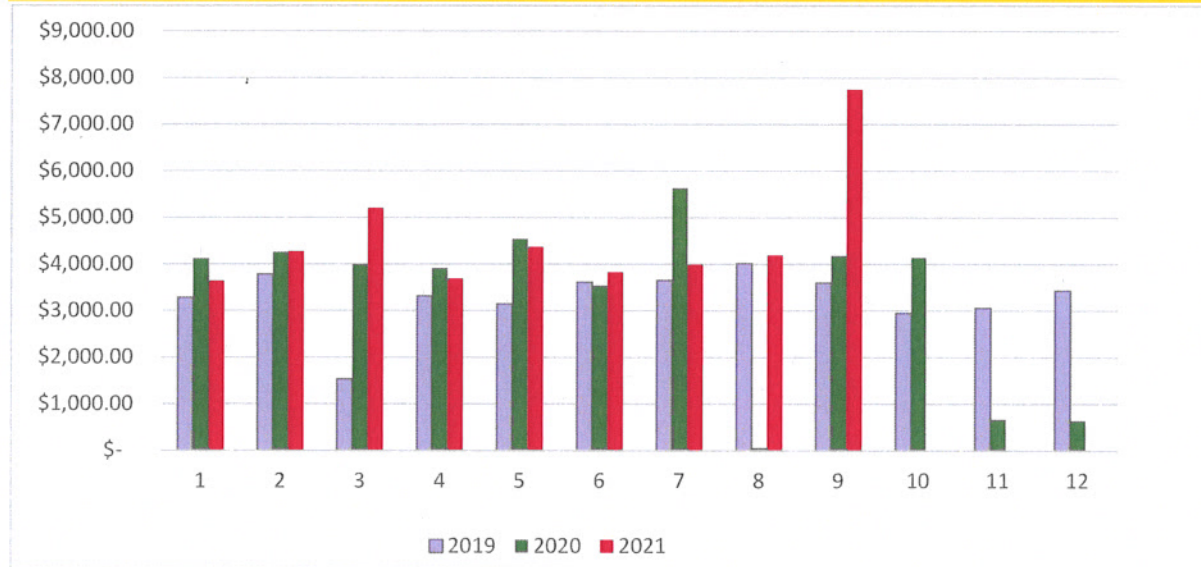
Current Water/Sewer Rates

- Water Rates: \$4.82/1000 gallons
- Sewer Rates: \$9.74/1000 gallons
- Water RTS Fee: \$6.50
- Sewer RTS Fee: \$14.00

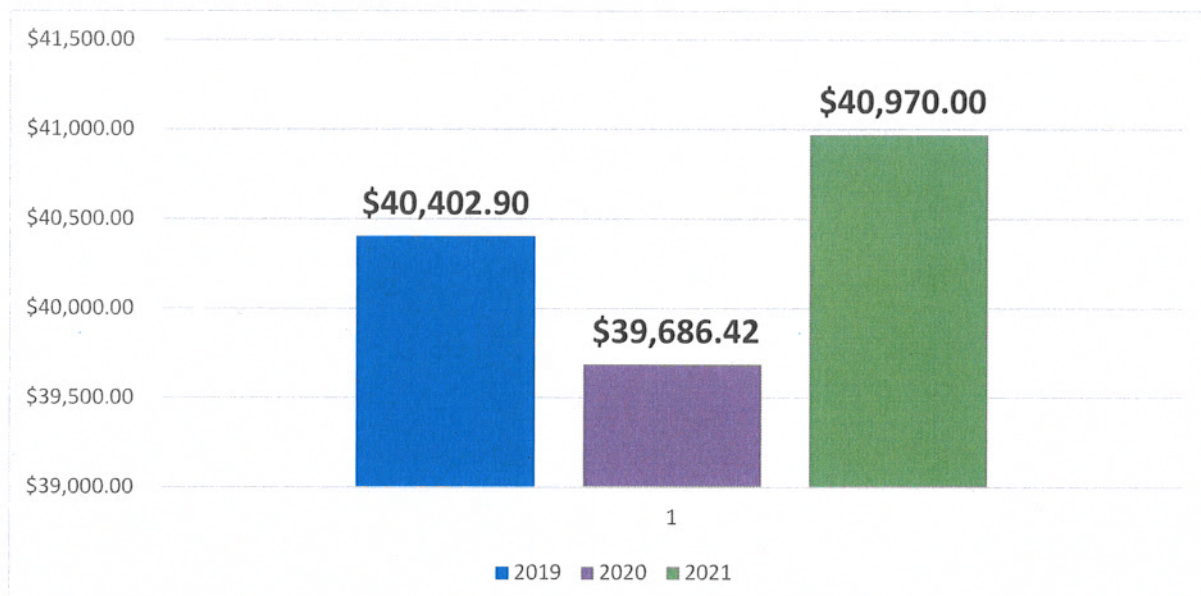
ELECTRIC COMPARISON REVIEW FOR SEPTEMBER 2020-2021

	WATER	SEWER
2020	\$ 9,377.61	\$ 4,181.73
2021	\$ 13,192.00	\$ 7,750.89
DIFFERENCE/SAVINGS	\$3,814.39	\$3,569.16

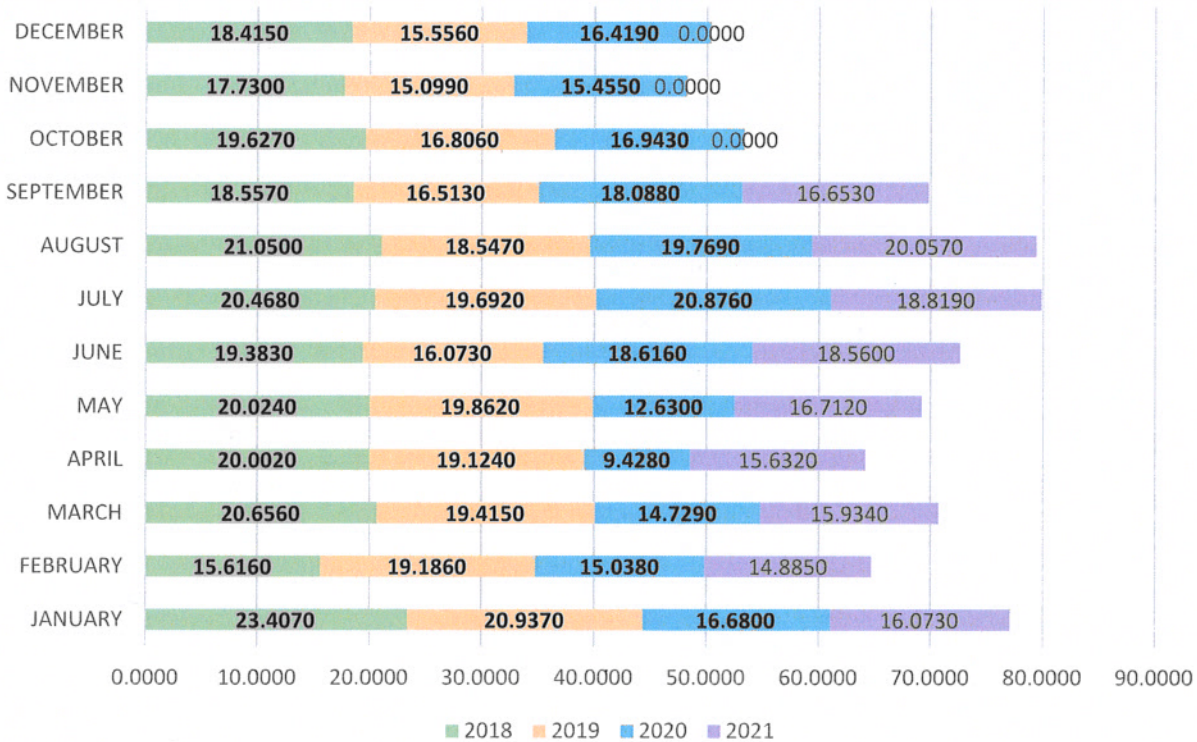
SEWER ELECTRIC COST COMPARED TO PRIOR TWO YEARS (MONTH BY MONTH)



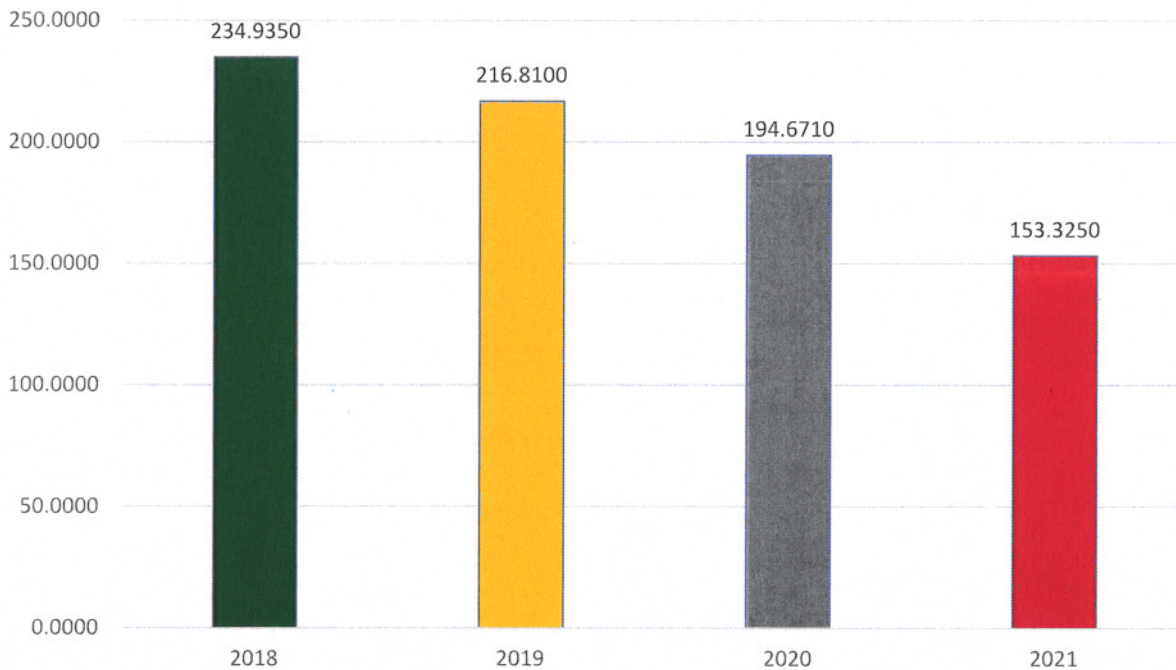
SEWER ELECTRIC COST (CURRENT MONTHS USAGE COMPARED TO PAST ANNUAL COSTS)



Monthly Water Pumpage for 2018 - 2021 (in million gallons)



Annual Water Pumpages 2018 - 2021 Current Months Usage Compared to Past Annual Pumpages (in million gallons)



AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Dustin Moma, Director of Public Works
Date: October 18, 2021
Re: Wildlife Management System at the Airport

For the Agenda of October 26, 2021

Background: As you all know, currently we do not have a wildlife management system in place at the airport. In the short time I have been involved with the airport, I have personally witnessed three separate occasions where a plane had a close call with deer running out onto the runway during take-off. It is my opinion that it's not a matter of "if" but "when" a plane hits a deer.

Issues & Questions Specified: These things being considered, I have reached out to the MDOT Aeronautics and the DNR for approval to manage the white tail population (archery only) on the airport property. After receiving approval from both agencies, the DNR has granted the Airport 20 management tags to be filled by December 31, 2021. The DNR has also granted me the authority to select 4 management professionals to aid in the removal of the 20 deer. Any deer harvested during this process will be donated to local charitable organizations for processing and distribution to local families in need.

Alternatives: Do nothing.

Financial Impact: None at this time. This is a short-term solution until such time that we can fund the install of proper wildlife management fencing around the perimeter of the airport.

Recommendation: I recommend that 4 management professionals be selected from City employees for liability purposes as well as having knowledge of airport rules and regulations. A waiver will be required to be signed by each employee prior to any hunting activities.

Attachments:

DNR Permit
Proposed waiver

**DAMAGE AND NUISANCE ANIMAL CONTROL PERMIT**

Issued under the authority of Act 451, P.A. 1994, as amended.
Failure to comply with the provisions of this permit may result in criminal prosecution.

**DNR USE ONLY
PERMIT FOR:**☐ Damage Concerns☒ Safety Concerns**LANDOWNER/LEASEE/DESIGNEE INFORMATION**

Name of Permittee (Owner or Leasee) City of Ewart Airport (*Contact Dustin Moma - Manager)	Date 10/12/2021
WLD Region NLR	LED District 4
Address of Property with Damage 5814 100th Ave	County of Property with Damage Osceola
City, State, ZIP Code Ewart, MI 49631	Town-Range-Section of Property with Damage 17N 8W 4
Telephone Number 616-293-1962	E-mail Address dustin.moma@ewart.org
Type and Extent of Damage or Safety Issue Public safety issues concerning deer interfering with airport traffic	
Person(s) doing the take if different from then owner or leasee (Designee). *See Attached	Identification number used by the Designee to obtain a valid hunting license
Address of Designee	Telephone Number of the Designee
Does the Permittee or Designee Intend to Keep the Animal? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If the individual is keeping the animal(s), do they have a valid license for targeted species? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Attach a list of additional designee(s) to the permit. Include all required information.	

CONTROL PERMIT: Under authority of Section 324.40114(4), Act 451, PA. 1994, and orders established thereunder, permission is hereby granted for following conditions:

Species:	<input type="checkbox"/> Beaver <input type="checkbox"/> Muskrat <input checked="" type="checkbox"/> Deer <input type="checkbox"/> Birds (Verify USFWS Permit) <input type="checkbox"/> Other:
Methods Permitted: All take under this permit is ONLY allowed using otherwise lawful methods, during open seasons for take unless otherwise authorized in this section.	<input checked="" type="checkbox"/> Harvest without a license <input type="checkbox"/> Harvest out of regular season
	<input checked="" type="checkbox"/> Other allowed methods of harvest/removal: Any legal method of take for deer ie) rifle, shotgun, bow, muzzleloader etc. (not confined to standard season restrictions on method of take)
Maximum Number of Species Authorized to take:	20
Disposal/Possession Instructions:	Make best effort to utilize or donate meat from harvested animals

Examples include: Retained, Buried, submitted to DNR or landfill

Duration of Permit	From: 10/13/2021	To: 12/31/2021
---------------------------	-------------------------	-----------------------

Printed Name of Biologist/Conservation Officer Issuing Permit

Signature of Biologist/Conservation Officer Issuing Permit

Date

NOTICE TO PERMITTEE

Under the conditions set forth in this permit, the permittee is authorized to engage individuals and nuisance animal control companies to effectively control damage caused by wildlife. The cost of all control measures undertaken shall be the responsibility of the permittee. A copy of this permit must be carried by the permittee and/or designee.

Permittee hereby releases, waives, discharges, and covenants not to sue the State of Michigan, its departments, officers, employees, and agents, from any and all liability to Permittee, its officers, employees, and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this permit.

Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this permit; (2) the activities authorized by this permit; and (3) the use or occupancy of the premises which are the subject of this permit by the permittee, its employees, contractors, or its authorized representatives.

I understand that I am required by law to complete the FINAL REPORT portion of this permit upon completion of all control activities or expiration of this permit, whichever occurs first, and submit to the address specified on the Final Report (page 2)

By signing, I agree to the instructions and terms and conditions as stated.

Printed Name of Landowner/Leasee

Signature of Landowner/Leasee

Date



DAMAGE AND NUISANCE ANIMAL CONTROL PERMIT

I certify that I have complied with all the provisions of this permit as stated upon page 1 of this permit.

Landowner/Leasee Signature

Date

Submit Final Report to (Filled out by DNR Employee):

District or Wildlife Office

Department

Address

City, State, ZIP Code

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

Final Report for Permittee

Number and Species Harvested	Name of Harvester	Location of Harvest	Disposition of Carcasses	If Retained, what is the Intended Use	Person Who Retained Animal



Evart Police Department

Monthly Report

September 2021

Community Events

Foster's Supermarket sponsored a 9/11 tribute and First Responders appreciation day. Free food and refreshments were offered, and the VFW conducted a 21-gun salute.



Trainings

Officer Chad Wilson completed the following trainings during the month of September:

AXON (Taser) Certification

Firearms Qualification

Security Awareness Levels 1, 2, 3a and 3b from the Michigan State Police

Basic LEIN Operator Certification with the Michigan State Police

Behavior Symptom Analysis with John E. Reid and Associates, Inc.

K9 Officer Patrick McClure and K9 Blue completed their annual qualification with the National Association of Professional Canine Handlers

Officer McClure partnered with Officer Wilson as one of his field training officers during the month of September.

Administrative Assistant Teresa Swift-Eckert attended the annual Law Enforcement Records Management conference. It was held this year via Microsoft Teams. Subjects covered were abandoned vehicles, open cases, subpoena vs. discovery, MICR and wellness for the sedentary.

Ordinance Enforcement

A total of 9 hours were dedicated to ordinance enforcement in the month of September

Department Roster

<i>Title</i>	<i>Name</i>	<i>Badge Number</i>
Chief of Police	John Beam Jr.	39-01
K9-Officer	Patrick McClure	39-K9
Full Time Police Officer	Chad Wilson	39-04
Part Time Police Officer	JJ Higgins	39-06
Part Time Police Officer	Johnnie Daniels	39-03
Reserve Officer	Daniel Winters	39-14

TOTAL ACTIVITIES

OFFICER	TOTAL ACTIVITIES
Beam, John Jr.	31
Higgins, JJ	120
McClure, Patrick	31
Wilson, Chad	140
TOTAL:	322

ARRESTS

OFFICER	NUMBER OF ARRESTS
Higgins, JJ	2
Beam, John Jr.	1
McClure, Patrick	1
Wilson, Chad	3
TOTAL:	7

ASSISTS	
AGENCY	NUMBER OF ASSISTS
Assist Citizen	4
Assist DHS	1
Assist MIC Unit	3
Assist MSP	1
Assist OCSD	9
Assist Police Agency	2
TOTAL:	20

ACCIDENTS	
TYPE	NUMBER OF ACCIDENTS
Accident - PD	1
Accident - PI	1
Accident - Private Property	4
TOTAL:	6

TRAFFIC VIOLATIONS			
OFFICER	Traffic Complaint/Hazard	Traffic Stop Citation	Traffic Stop Verbal Warning
Higgins, JJ	8	1	0
McClure, Patrick	0	1	0
Wilson, Chad	0	3	6
TOTAL:	8	5	6

ORDINANCE VIOLATIONS

OFFICER	ORDINANCE VIOLATIONS	ORDINANCE COUNT
McClure, Patrick	Ordinance Citation	1
Wilson, Chad	Ordinance Violation - Warning	6
TOTAL:		7

Evart Area Joint Fire Department

Fire Board Meeting

September 14, 2021 @ 4:30 PM

PLEDGE OF ALLEGIANCE

Meeting called to order by Chairman Hammer 4:36pm.

ROLL CALL: Gary Hammer – Evart Township, Dan Elliott – City of Evart, Bev Mills – Sylvan Township, Sherri Bancroft – Osceola Township, Diane Brackett – Orient Township.

GUESTS: Shane Helmer - Fire Chief, Angie Cushman - Clerk, Lynn Salinas Taylor Insurance, Brian Knott VFIS Insurance.

Citizens Comments: None

MOTION BY CITY OF EVART, 2ND BY SYLVAN to approve the agenda. MOTION PASSED.

MOTION BY CITY OF EVART, 2ND BY SYLVAN to approve the consent agenda with the approval of the payment of bills, treasurers report, and August 10, 2021 minutes. MOTION PASSED.

Monthly Bills totaling \$4,968.31 with 36 checks written #7008-7044. Grand Total of Accounts \$364,283.59.

OLD BUSINESS:

- 1. FIRE FIGHTER PAY:** Shane stated that he did some research on how to keep track of the hours rate, and the best way he stated would be used is the salamander track system we have right now. It is a clock in and out system. He does have some more

information to gather and would be able to provide that to the board at the next meeting. Discussion was held.

2. **INSURANCE PROPOSALS:** Brian Knott with VFIS insurance did an informational run down of the benefits, like raising the limits on liability, and on bonding limits and that only raised the premium \$279. Discussion was held on the Insurance Proposal given to the department.

NEW BUSINESS:

1. **STORM RESPONSE:** Shane stated the he made the board a series of documents to help sort out the response that was done from the storm damage done. Between payroll, contracted services, donations, and the costs to associated with the response of the department and other mutual aid we were assisted by. Discussion was held.
 - a. Communications: Using the Command Center, wiring needs to be updated in the hall, as some circuits are not on the generator circuit. A meeting is scheduled Tuesday September 21, 2021 to debrief about the storm.
 - b. Accountability: Osceola County declared a State of Emergency.
 - c. Response Costs: \$10,941.10, at the time of the meeting.
 - d. Damages to fence and open lot property: Shane stated the fence was damaged by a fallen tree, and will need to be taken care of.

Between the department, Reed City, City of Evert, and Osceola County, we will submit all the costs of the damage, and it will be sent to the state legislature and house, to see if there would be a reimbursement of costs.

2. **ROOF:** Shane stated that the ceiling in the EMS side of the department is showing signs of mold. The roof is leaking and needs to be taken care of soon. Discussion was held.
3. **GENERATOR:** Shane stated that he would like to do a grant to get a generator just for the building. Instead of using the light tower, which worked very well. He would like to just make one stationary for use of the building only.
4. **ENGINE 8:** Sent to the dealer to do some warranty work on the transfer case, waiting on parts. Shane will keep the board updated.
5. **GRANT-ALLOCATION:** Shane needs approval to purchase the gear for the USDA grant.
 - a. Bunker Gear Purchase
 - b. Extrication Tool Purchase

MOTION BY CITY OF EVART, 2ND BY ORIENT TOWNSHIP, to approve Shane to purchase the gear and equipment for the USDA allocation grant, not to exceed \$157,000.

ROLL CALL:

SYLVAN TWP – YES

ORIENT TWP – YES

OSCEOLA TWP – YES

EVART TWP – YES

CITY OF EVART – YES

MOTION PASSED.

FIRE CHIEF REPORT: Shane gave a rundown of the response of Consumers Power, and how he handled the communications with multiple agencies, including Spectrum, ATT, DTE and Point Broadband.

Food was donated by Subway, Evart Wesco, The Smoke Show, and personal donations of water, and sweet treats. The linemen were able to come into the department daily and eat and get drinks the entire time.

Shane sent out a crew to each of the townships and they drove each mile in every direction to check for storm damage.

CITIZENS COMMENTS: Lynn Salinas –Taylor Insurance stated that she wanted to extend her sincere appreciation for the whole department and staff going from house to house and checking on the well being on each and every resident in the City of Evart. She was blown away and kudos to each and every one of the members of the department. She was very impressed, and she wanted to say Thank you.

**MOTION BY SYLVAN, 2nd by CITY OF EVART, to adjourn the meeting @ 5:53pm.
MOTION PASSED.**

NEXT MEETING: October 19, 2021 at 4:30pm.

MINUTES ARE NOT OFFICIAL UNTIL APPROVED AT A FUTURE BOARD MEETING.

ANGELA CUSHMAN

Administrative Assistant

Evart Area Joint Fire Department

**EVART FIRE BOARD MEETING
USDA GRANT PUBLIC HEARING
SEPTEMBER 14, 2021**

Pledge of Allegiance.

Meeting was called to order @ 4:36pm by Chairman Hammer.

Roll Call: Members Present: Sherrie Bancroft -Osceola Twp, Diane Brackett – Orient Twp, Dan Elliott – City of Evart, Gary Hammer – Evart Twp, Bev Mills – Sylvan Twp.

Guests: Lynn Salinas – Taylor Insurance, Brian Knott – VFIS Insurance, Shane Helmer – Fire Chief, Angela Cushman – Recording Clerk.

Chairman Hammer opened the Public Hearing to the public for discussion of the USDA Grant for PPE and Extrication Equipment.

Shane explained that he had originally asked for \$150,000 for the original grant, where we would pay \$100,000 and get \$50,000 and was informed that they would like to offer us \$100,000 for authorization, and that would leave us with only \$50,000 for payment. The USDA rep is waiting for the minutes, and everything can begin to move forward.

Citizens Comments: Lynn Salinas would like to say congratulations to the department and that this is a wonderful thing for our community and the department. Timing is everything and it has come at a great time.

Chairman Hammer closed the public hearing @ 4:41pm.

MINUTES ARE NOT OFFICIAL UNTIL APPROVED AT A FUTURE BOARD MEETING.

NEXT MEETING OCTOBER 19, 2021

Submitted by Angela Cushman

Administrative Assistant Evart Fire Department.

January Mtg

Draft Budget
10-19-21

REVENUES		2021-2022	2022-2023
206-000-501.000	Federal Grants	\$50,000.00	\$50,000.00
206-000-503.000	Fire Dept Grant Revenue	\$0.00	\$0.00
206-000-539.000	State Grants	\$4,999.00	\$4,999.00
206-000-577.000	Other State Revenue	\$0.00	\$0.00
206-000-584.000	Sylvan Twp	\$68,392.00	\$68,000.00
206-000-584.150.	Orient Twp	\$72,386.00	\$72,000.00
206-000-584-151	Osceola Twp	\$62,730.00	\$62,000.00
206-000-584-152	Ewart Twp	\$120,296.00	\$120,000.00
206-000-584-153	City of Ewart	\$61,278.00	\$61,000.00
206-000-665.000	Interest - Revenue	\$100.00	\$500.00
206-000-667-150	Rental Income- Osceola County	\$12,000.00	\$0.00
206-000-685-000	Miscellaneous Revenue	\$0.00	\$0.00
206-000-687-000	Refunds Revenue	\$0.00	\$0.00
		\$452,181.00	\$438,499.00

,00,000

Expenses			
Fire Department Operations			
206-336-740.000	Operating Supplies	\$1,000.00	\$1,000.00
206-336-801.000	Professional Services	\$0.00	\$2,500.00
206-336-921.001	Utilities - Waste Management	\$2,000.00	\$2,000.00
206-336-921.002	Utilities - Water/ Sewer	\$6,500.00	\$6,500.00
206-336-921.003	Utilities - Natrual Gas	\$3,500.00	\$3,500.00
206-336-921.004	Utilities - Electricity	\$5,000.00	\$5,500.00
206-336-930.000	Repairs and maintenece	\$1,000.00	\$5,000.00
206-336-954.000	Fire Dept Grant Expenses	\$54,999.00	\$54,999.00
206-336-955.000	Misc. Expense	\$0.00	\$0.00
206-336-970.000	Capital Outlay - Non-Capitalizaton	\$18,000.00	\$18,000.00
206-336-970.100	Capital Outlay - Capitalized *	\$192,000.00	\$192,000.00
Total		\$283,999.00	\$290,999.00

104,999

Fire Department Administration			
206-337-727.000	Office Supplies	\$3,000.00	\$3,200.00
206-337-741.000	Postage and Shipping	\$1,000.00	\$1,250.00
206-337-803.000	Audit Services	\$6,500.00	\$6,500.00
206-337-807.000	Membership and Dues	\$5,000.00	\$5,500.00
206-337-840.000	Physicals	\$2,500.00	\$2,500.00
206-337-850.001	Communications - Radio	\$4,500.00	\$4,500.00
206-337-850.002	Communications - phone- Internet	\$3,500.00	\$3,300.00
206-337-900.000	Publishing and Printing	\$4,200.00	\$4,200.00
206-337-957.000	Education and Training	\$2,500.00	\$3,000.00
	Total	\$32,700.00	\$33,950.00
Fire Department Board of Directors			
206-338-740.000	Operating Supplies	\$2,500.00	\$2,000.00
206-338-801.206	Fire Dept Legal Services	\$4,500.00	\$4,500.00
	Total	\$7,000.00	\$6,500.00

Community / Explorers			
206-346-740.000	Community Operating Supplies	\$2,500.00	\$2,500.00
206-346-740.100	Explorers - Operating Supplies	\$500.00	\$500.00
	Total	\$3,000.00	\$3,000.00
Rescue / Medical First Response			
206-347-955.000	Miscellaneous Expenses	\$500.00	\$500.00
206-347-957.000	Education and Training	\$0.00	\$1,000.00
	Total	\$500.00	\$1,500.00
Vehicles			
206-348-740.000	Operating Supplies	\$1,000.00	\$1,500.00
206-348-801.000	Professional Services	\$9,000.00	\$12,000.00
206-348-861.000	Gas and Oil	\$14,000.00	\$12,500.00
206-348-930.000	Repairs and Maintenance	\$10,000.00	\$12,000.00
	Total	\$34,000.00	\$38,000.00

Total Expenses		\$361,199.00	\$373,949.00
Total Revenue		\$452,181.00	\$438,499.00
Fund Balance		-\$90,982.00	-\$155,532.00
Capital improvement Expenses			
Recurent			
Truck Payment	\$40,000.00		
Tahoe Payment	\$9,000.00		
New Capital 22-23			
Generator	\$50,000.00		
Brush 1	\$50,000.00		

Evart Fire Department

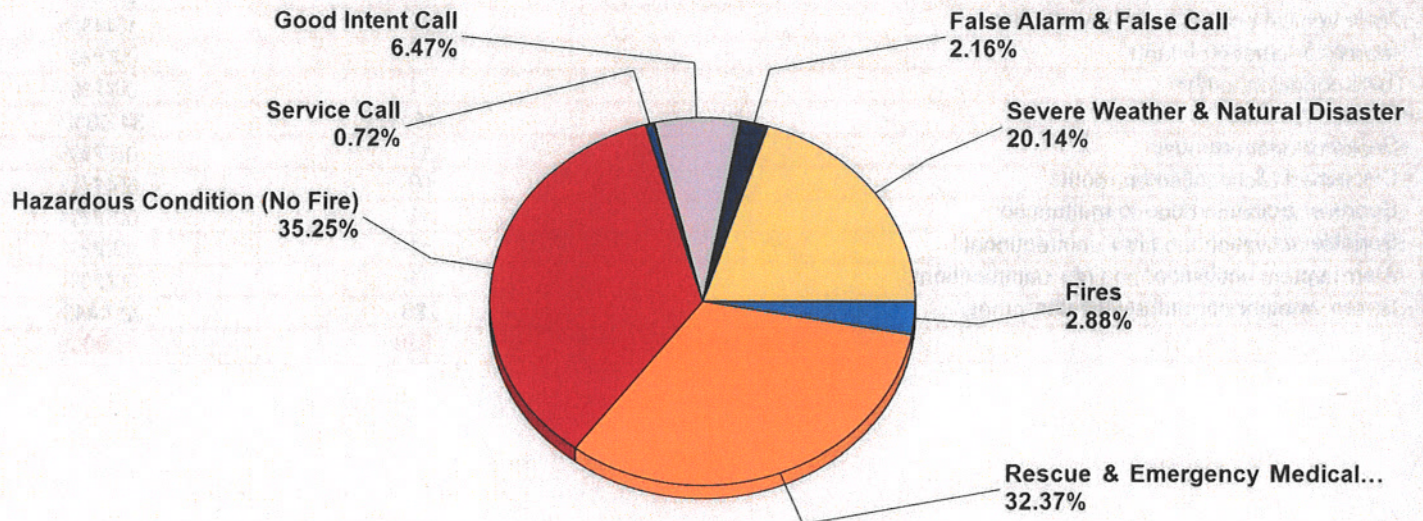
Evart, MI

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 09/01/2021 | End Date: 09/30/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	2.88%
Rescue & Emergency Medical Service	45	32.37%
Hazardous Condition (No Fire)	49	35.25%
Service Call	1	0.72%
Good Intent Call	9	6.47%
False Alarm & False Call	3	2.16%
Severe Weather & Natural Disaster	28	20.14%
TOTAL	139	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553

Page # 1 of 2

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	0.72%
113 - Cooking fire, confined to container	1	0.72%
118 - Trash or rubbish fire, contained	1	0.72%
161 - Outside storage fire	1	0.72%
300 - Rescue, EMS incident, other	13	9.35%
311 - Medical assist, assist EMS crew	17	12.23%
321 - EMS call, excluding vehicle accident with injury	9	6.47%
322 - Motor vehicle accident with injuries	3	2.16%
324 - Motor vehicle accident with no injuries.	2	1.44%
341 - Search for person on land	1	0.72%
420 - Toxic condition, other	1	0.72%
444 - Power line down	48	34.53%
531 - Smoke or odor removal	1	0.72%
611 - Dispatched & cancelled en route	9	6.47%
731 - Sprinkler activation due to malfunction	1	0.72%
741 - Sprinkler activation, no fire - unintentional	1	0.72%
745 - Alarm system activation, no fire - unintentional	1	0.72%
800 - Severe weather or natural disaster, other	28	20.14%
TOTAL INCIDENTS:	139	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Evart Fire Department

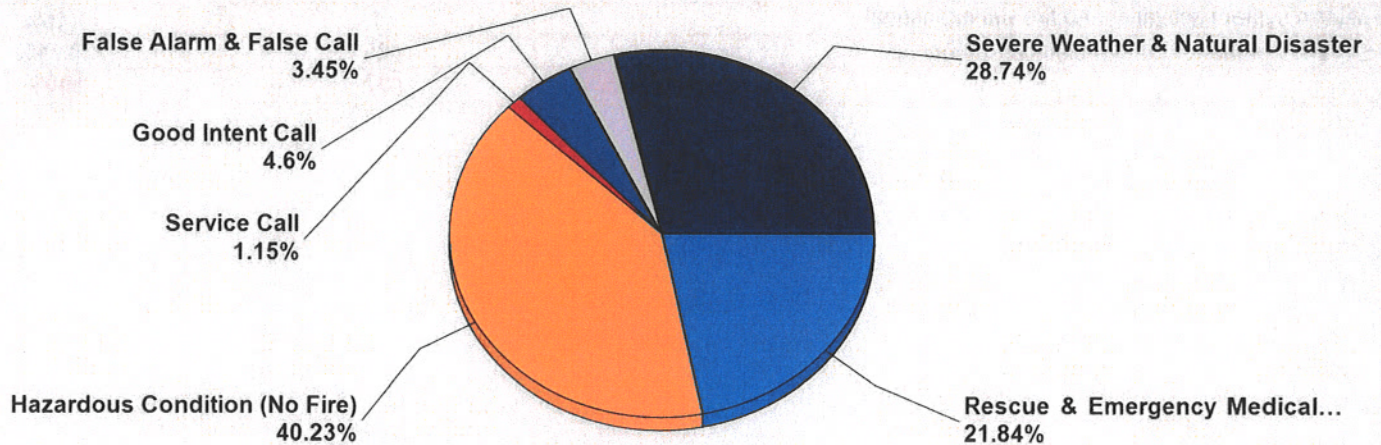
Evart, MI

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Breakdown by Major Incident Types for Date Range

Zone(s): City - City of Evart | Start Date: 09/01/2021 | End Date: 09/30/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	19	21.84%
Hazardous Condition (No Fire)	35	40.23%
Service Call	1	1.15%
Good Intent Call	4	4.6%
False Alarm & False Call	3	3.45%
Severe Weather & Natural Disaster	25	28.74%
TOTAL	87	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Page # 1 of 2

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
300 - Rescue, EMS incident, other	8	9.2%
311 - Medical assist, assist EMS crew	5	5.75%
321 - EMS call, excluding vehicle accident with injury	4	4.6%
322 - Motor vehicle accident with injuries	2	2.3%
420 - Toxic condition, other	1	1.15%
444 - Power line down	34	39.08%
531 - Smoke or odor removal	1	1.15%
611 - Dispatched & cancelled en route	4	4.6%
731 - Sprinkler activation due to malfunction	1	1.15%
741 - Sprinkler activation, no fire - unintentional	1	1.15%
745 - Alarm system activation, no fire - unintentional	1	1.15%
800 - Severe weather or natural disaster, other	25	28.74%
TOTAL INCIDENTS:	87	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Evart Fire Department

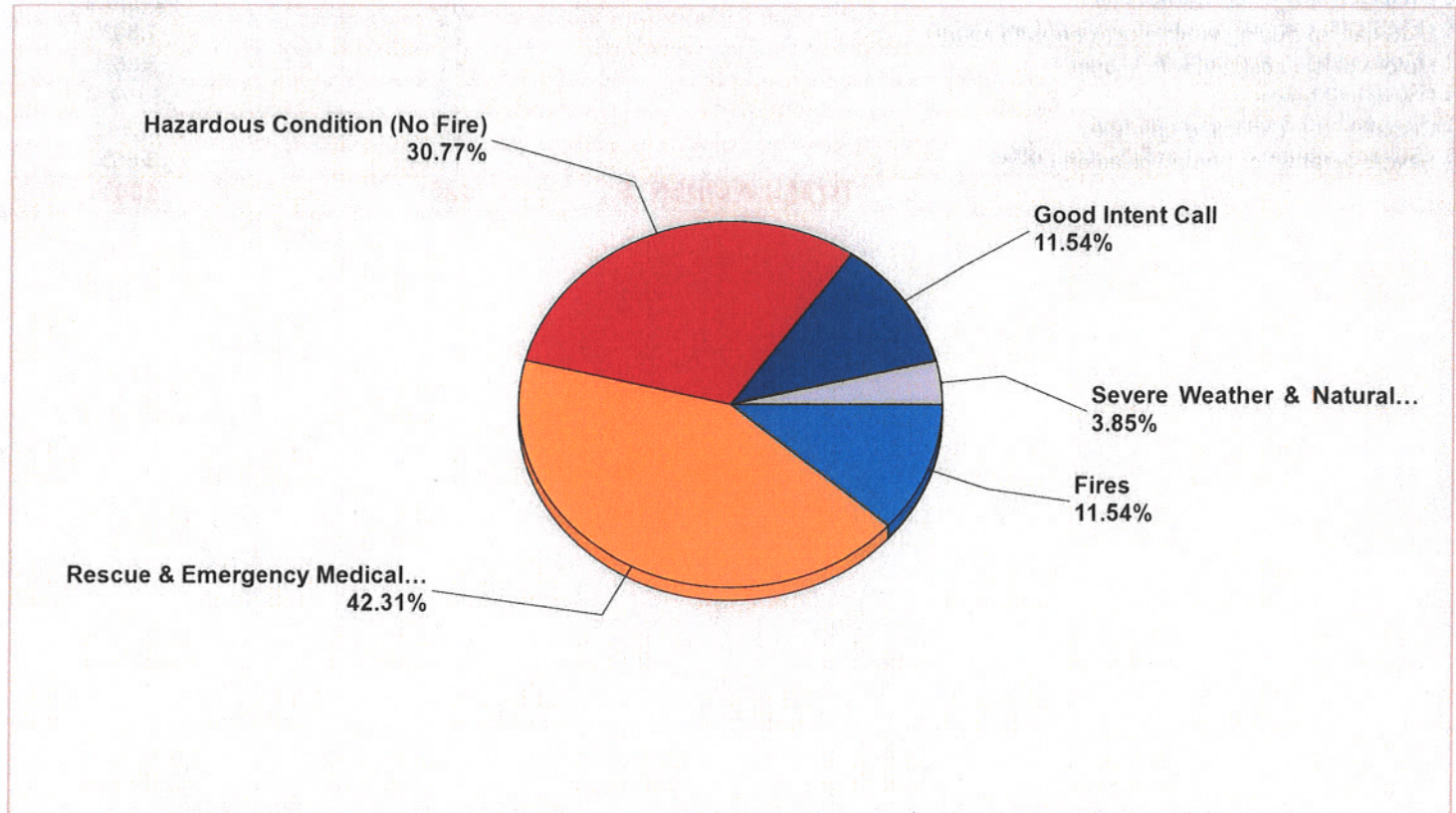
Evart, MI

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Breakdown by Major Incident Types for Date Range

Zone(s): Township - Evart Twp | Start Date: 09/01/2021 | End Date: 09/30/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	11.54%
Rescue & Emergency Medical Service	11	42.31%
Hazardous Condition (No Fire)	8	30.77%
Good Intent Call	3	11.54%
Severe Weather & Natural Disaster	1	3.85%
TOTAL	26	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	3.85%
118 - Trash or rubbish fire, contained	1	3.85%
161 - Outside storage fire	1	3.85%
300 - Rescue, EMS incident, other	2	7.69%
311 - Medical assist, assist EMS crew	6	23.08%
321 - EMS call, excluding vehicle accident with injury	2	7.69%
322 - Motor vehicle accident with injuries	1	3.85%
444 - Power line down	8	30.77%
611 - Dispatched & cancelled en route	3	11.54%
800 - Severe weather or natural disaster, other	1	3.85%
TOTAL INCIDENTS:	26	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Evart Fire Department

Evart, MI

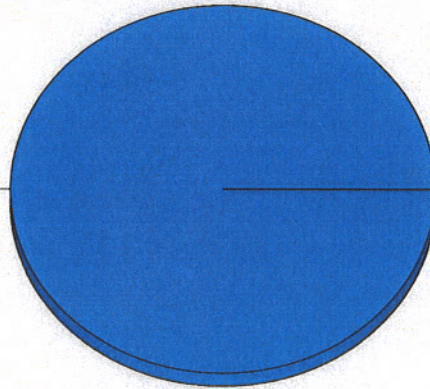
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Breakdown by Major Incident Types for Date Range

Zone(s): Township - Orient Twp | Start Date: 09/01/2021 | End Date: 09/30/2021

Rescue & Emergency...
100%



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	4	100%
TOTAL	4	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
311 - Medical assist, assist EMS crew	4	100%
TOTAL INCIDENTS:	4	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Evart Fire Department

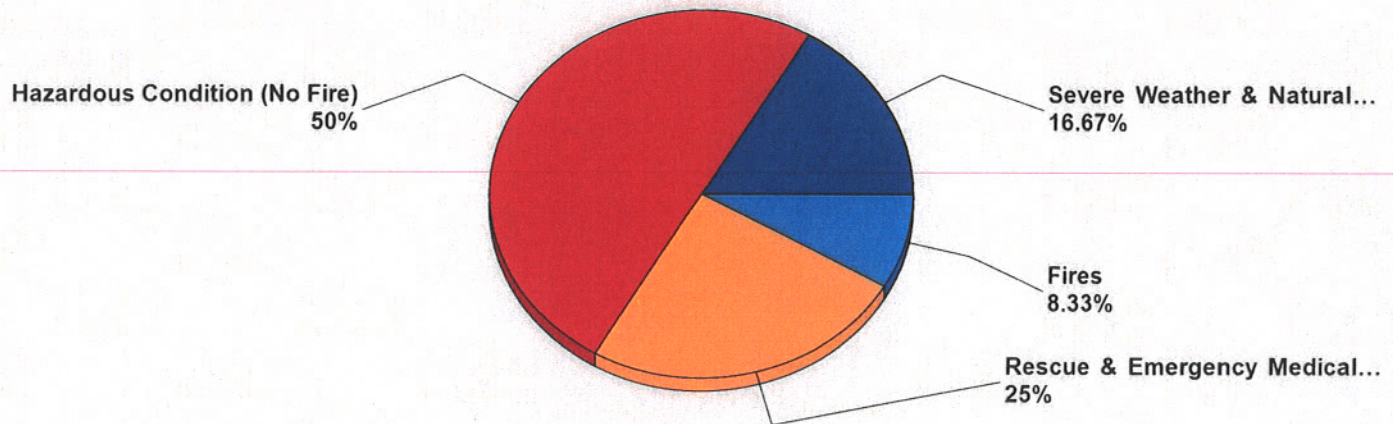
Evart, MI

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Breakdown by Major Incident Types for Date Range

Zone(s): Township - Osceola Twp | Start Date: 09/01/2021 | End Date: 09/30/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	8.33%
Rescue & Emergency Medical Service	3	25%
Hazardous Condition (No Fire)	6	50%
Severe Weather & Natural Disaster	2	16.67%
TOTAL	12	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
113 - Cooking fire, confined to container	1	8.33%
321 - EMS call, excluding vehicle accident with injury	2	16.67%
324 - Motor vehicle accident with no injuries.	1	8.33%
444 - Power line down	6	50%
800 - Severe weather or natural disaster, other	2	16.67%
TOTAL INCIDENTS:	12	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Evart Fire Department

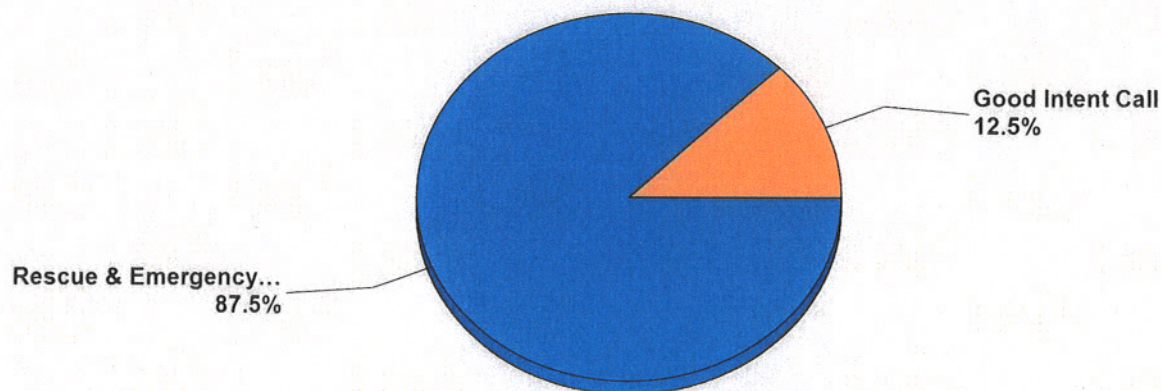
Evart, MI

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Breakdown by Major Incident Types for Date Range

Zone(s): Township - Sylvan Twp | Start Date: 09/01/2021 | End Date: 09/30/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	7	87.5%
Good Intent Call	1	12.5%
TOTAL	8	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
300 - Rescue, EMS incident, other	3	37.5%
311 - Medical assist, assist EMS crew	2	25%
321 - EMS call, excluding vehicle accident with injury	1	12.5%
324 - Motor vehicle accident with no injuries.	1	12.5%
611 - Dispatched & cancelled en route	1	12.5%
TOTAL INCIDENTS:	8	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



MINUTES

REGULAR MEETING

EVART HOUSING COMMISSION

Tuesday, August 17, 2021, 6:00 P.M.

Centennial Arms Community Room

The meeting was called to order at 6:01 p.m. by President Lockhart.

ROLL CALL

Present - Dellar, Molenaar, Moyer, and Lockhart
Absent - Northon

ADOPTION OF AGENDA – ADDITIONS/CHANGES

It was moved by Commission Molenaar and supported by Commissioner Dellar to add Item 11. to the Agenda, Adjourn to Closed Session to review attorney decision.

Yeas: Molenaar, Dellar, Moyer, and Lockhart
Nays: None

Commissioner Northon entered the meeting at 6:04 p.m.

APPROVAL OF MINUTES

It was moved by Commissioner Molenaar, supported by Commissioner Dellar to approve the Minutes of the Regular Meeting held July 20, 2021.

Yeas: Molenaar, Dellar, Northon, Moyer, and Lockhart
Nays: None

BILLS AND COMMUNICATIONS

- a. It was moved by Commissioner Northon, supported by Commissioner Dellar to approve the Bills and Disbursements for July 2021 and the August 2021 Newsletter.

Yeas: Northon, Dellar, Molenaar, Moyer and Lockhart
Nays: None

REPORTS OF THE DIRECTOR

- a-e. It was moved by Commissioner Northon, supported by Commissioner Dellar to receive and file the available reports.

Yeas: Northon, Dellar, Molenaar, Moyer, and Lockhart
Nays: None

Yeas: Dellar, Northon, Molenaar, Moyer and Lockhart
Nays: None

- e. It was moved by Commissioner Molenaar and supported by Commission Northon to resume the meeting after returning from Closed Session at 8:38 p.m.

Yeas: Molenaar, Northon, Dellar, Moyer and Lockhart
Nays: None

President Lockhart adjourned the meeting at 8:39 p.m.

Respectfully submitted,

Pepper Lockhart
President

Mark W. Sochocki
Executive Director/Secretary

MINUTES
REGULAR MEETING
EVART HOUSING COMMISSION
Tuesday, September 20, 2021, 6:00 P.M.
Centennial Arms Community Room

The meeting was called to order at 6:00 p.m. by President Lockhart.

ROLL CALL

Present - Dellar, Molenaar, Moyer, Northon and Lockhart
Absent - None

ADOPTION OF AGENDA – ADDITIONS/CHANGES

It was moved by Commission Molenaar and supported by Commissioner Northon to move the Hearing of the Public before Closed Session on the Agenda.

Yeas: Dellar, Molenaar, Moyer, Northon and Lockhart
Nays: None

APPROVAL OF MINUTES

It was moved by Commissioner Northon, supported by Commissioner Dellar to approve the Minutes of the Regular Meeting held August 17, 2021.

Yeas: Dellar, Molenaar, Moyer, Northon and Lockhart
Nays: None

BILLS AND COMMUNICATIONS

- a. It was moved by Commissioner Dellar, supported by Commissioner Northon to approve the Bills and Disbursements for August 2021.

Yeas: Dellar, Molenaar, Moyer, Northon and Lockhart
Nays: None

- b – c. It was moved by Commissioner Dellar and supported by Northon to receive and file the September 2021 Newsletter and the PHADA Commissioner's Conference.

Yeas: Dellar, Molenaar, Moyer, Northon and Lockhart
Nays: None

REPORTS OF THE DIRECTOR

- a-e. It was moved by Commissioner Northon, supported by Commissioner Molenaar to receive and file the available reports.

Yeas: Dellar, Molenaar, Moyer, Northon and Lockhart
Nays: None

UNFINISHED BUSINESS

- a. None

COMMISSIONER COMMENTS/CONCERNS

Commissioner Moyer commented how thankful she is for the prompt services provided by the staff and contractors during the storm damage clean up. President Lockhart thanked the residents for handling the changes well and let them know that the board is here for them. Commissioner Molenaar commented on updating policies.

NEW BUSINESS

- a. It was moved by Commissioner Dellar and supported by Commissioner Moyer to approve the Audit for FYE 12/31/2020.

Yeas: Dellar, Molenaar, Moyer, Northon and Lockhart
Nays: None

- b. It was moved by Commissioner Northon and supported by Commissioner Molenaar to approve the Management Invoices from Big Rapids Housing Commission for July, 2021 and August, 2021.

Yeas: Dellar, Molenaar, Moyer, Northon and Lockhart
Nays: None

- c. It was moved by Commissioner Molenaar and supported by Commissioner Northon to approve the Laundry Equipment Contract with WASH Multifamily Laundry Systems and to immediately change the price on the laundry equipment to \$1.50 per wash cycle and \$1.50 per drying cycle.

Yeas: Dellar, Molenaar, Moyer, Northon and Lockhart
Nays: None

- d. Mark Sochocki did an overview of the Housing Choice Voucher Program.

HEARING OF THE PUBLIC

During the Hearing of the Public comments were heard regarding the washers and dryers.

- e. It was moved by Commissioner Dellar and supported by Commission Moyer to adjourn to Closed Session at 7:31 p.m. to review the attorney's opinion.

Yeas: Dellar, Molenaar, Moyer, Northon and Lockhart
Nays: None

It was moved by Commissioner Molenaar and supported by Commission Northon to return to open session at 8:20 p.m.

Yeas: Dellar, Molenaar, Moyer, Northon and Lockhart
Nays: None

President Lockhart adjourned the meeting at 8:21 p.m.

Respectfully submitted,

Pepper Lockhart
President

Mark W. Sochocki
Executive Director/Secretary