



City Council

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

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

www.ewart.org

CITY OF EVART REGULAR COUNCIL MEETING AGENDA Monday, December 20, 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. Call to Order: 8:00PM
2. Pledge of Allegiance
3. Roll Call
4. Citizens' Comments – *limited to 3-4 minutes per individual*
5. Approval of Agenda
6. Consent Agenda
The purpose of the Consent Agenda is to expedite business by grouping non-controversial items together to be dealt with by one Board motion (roll-call vote) without discussion. Any person, whether Board Member, staff or public may ask that item be removed from the Consent Agenda to be placed elsewhere on the regular agenda for discussion. All such requests will be granted.
 - A. Regular Council Minutes – December 6, 2021
 - B. Vendor's List \$53,694.99
 - C. Budget Amendments
7. Unfinished Business
 - D. Agreement to Sale – Lots 2 & 3 at the Ewart Air Industrial Park
 - E. OHM Engineering Costs for River St. and High St.
8. New Business
 - F. MacLellan's Offer to Purchase Lot 2 of the Industrial Park – *Discussion*
9. Department/Informational Reports (*No Action Needed*)
 - G. Accounts Payable Report (12/7/2021 – 12/20/2021)
 - H. Payroll Reports (12/7/2021 – 12/20/2021)
10. City Attorney Report/Comment
 - I. Monthly Report (11/15/21 – 12/15/21)

11. City Clerk Report/Comment

12. City Manager Report/Comment

J. Monthly Report – *November 2021*

13. Finance Director Report/Comment

14. Department of Public Works Report/Comment

K. DPW Monthly Report – *November 2021*

15. Police Department Report/Comment

L. Police Department Monthly Report – *November 2021*

16. Downtown Development Authority Report/Comment

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

17. Evart Area Fire Department

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

18. Evart Housing Commission

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

20. Adjournment

**CITY OF EVART
REGULAR COUNCIL MEETING
December 6, 2021@ 8:00PM
Community Room at the Depot, 200 S. Main Street**

Mayor Chris Emerick led the assembly in the pledge of allegiance.

Mayor Emerick called the meeting to order at 8:01pm.

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

Present (staff): City Manager Pepper Lockhart, Chief of Police John Beam Jr., City Clerk Kathy Fiebig

Guests: Jason O'Dell, Jim Schwab, Roger Elkins

Citizens' Comments:

Roger Elkins remarked that the refinished floor at the west end of the Depot looks great.

Jason O'Dell has been reflecting on the Oxford school shootings and believes that it's time to approach kid's issues in a different manner. It's time to look for the root of the problems and address issues at home in an effort to forestall problems at school. He is looking forward to the Community Resource Officer and is happy to hear that the position will not be restricted to the school system but will address the entire community. There was already a need for mental health services in Ewart and COVID has increased that need. He reminded council that last year the Planning Commission was tasked with looking at zoning in the industrial park in order to possibly change the focus of the park in order to make it easier to sell the lots. He hopes the city won't sell these lots piece meal until the Commission has had time to discuss the issue.

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 – November 18, 2021

B. Vendor's List \$61,110.72

C. Budget Amendments

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

Unfinished Business

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

New Business

E. Request for Sewer Credit for 703 N. Pine Street

Ms. Lockhart advised council that a hose had been left running outside this residence and that it has been confirmed that none of the water entered the sewer system. Motion by Mr. Hildebrand to approve a sewer credit of \$734.87. Support by Mayor Emerick. Motion passed with all in favor.

F. Resolution 2021-22 Approving the Employment Agreement of the City Manager

Motion by Mr. Hildebrand to approve Resolution 2021-22 approving the employment agreement for Pepper Lockhart as city manager. Support by Mr. Elliott. Motion passed with all in favor.

G. Chief of Police Contract Amendment/Renewal

Ms. Lockhart reminded council that all Evert police officers received a raise recently, and that Chief Beam was not included in that process. Research has shown that his salary is low compared to others in the area. Mr. Hildebrand questioned the dates of the proposed contract as the final year (2027) only covers January through March. Chief said he hopes to retire then. Council requested that the contract be amended to show a full year in the final year of the contract since Chief can resign at any point with 30 days' notice. Motion by Mr. Duffy to approve Chief Beam's contract amending it to reflect the entire year of 2027 as suggested. Support by Ms. Szeliga. Motion passed with all in favor.

Motion by Mayor Emerick to approve Resolution 2021-24 approving Chief Beam's amended contract extension. Support by Mr. Elliott. Motion passed with a roll call vote; all were in favor.

H. Community Resource Officer

Ms. Lockhart and Chief Beam told council that although this position started out as a school liaison officer, after discussion with school administration and other stakeholders it was decided to expand the job description into a community resource officer. While the officer will work within the schools, he will also work throughout the city, focusing on mental health intervention. Chief stressed that this job description is a living document and that the duties will flex depending upon community needs. He considers applicant Paul Cushman to be highly qualified for the position and due to his law enforcement experience, believes Mr. Cushman's field training can be streamlined. Motion by Mr. Duffy to approve the job description for the Community Resource Officer and to authorize Chief Beam to offer the position to Mr. Cushman. Support by Mr. Hildebrand. Motion passed with all in favor.

I. Sale/Lease of Lot 2 and the McClellan Building

Ms. Fiebig has received calls asking about the possibility of leasing the McClellan Building, as the real estate posting states the property is "for sale or lease." The current tenant, although on a month-to-month lease now, has been in the building for many years and supports Ventra. She asked council to remove the "for lease" option from the listing, modifying it to "for sale, with a 90 day notice required for the current tenant." Motion by Mr. Hildebrand to modify the listing as suggested. Support by Mayor Emerick. Motion passed with all in favor.

J. Approval to move forward with OHM for engineering costs for River St. and High St.

Ms. Lockhart and Mr. Elliott attended a meeting of the Rural Task Force to discuss possible improvements to High Street/River Street, the only street within the city limits that qualifies as a rural transportation road. This has been on the Task Force's list for several years and the Task Force is now considering releasing funding for resurfacing (three-four inch chip and grind). The Osceola County Road Commission is willing to contribute \$219,000 for the project. The city must provide a preliminary estimate of the cost, as when the street was first considered it was only for chip and seal. Council authorized Ms. Lockhart to proceed with obtaining a cost estimate from OHM. No further action taken.

K. Renewal of Health Insurance

Ms. Lockhart has three quotes in hand for health insurance but the city is locked into Blue Cross Blue Shield until the end of the fiscal year. She will continue to seek alternate plans in hopes of reducing the cost for both the city and all city employees. The options are limited now due to the structure of the contract with Blue Cross Blue Shield, but she believes that in the future, the city will be able to offer employees choices in coverage.

Department/Informational Reports (No Action Needed)

L. Accounts Payable Report (11/19/2021 – 12/6/2021)

M. Payroll Reports (11/19/2021 – 12/6/2021)

N. Revenue and Expense Report – November 2021

City Attorney Report/Comment – no report**City Clerk Report/Comment**

Ms. Fiebig told council that Dick Witbeck and the Witbeck Family Reunion have donated a new Riverside West sign for the intersection of South Main and 9th Street. The new sign will replace the sign they had previously donated. It has deteriorated and is in poor condition.

City Manager Report/Comment

Ms. Lockhart confirmed that there is funding available for the grant match for the proposed new police vehicle. Plans are well underway for Miracle on Main Street.

Finance Director Report/Comment – no report**Department of Public Works Report/Comment – no report****Police Department Report/Comment**

Chief Beam told council that the Shop with a Hero event went well. Twenty first responders purchased Christmas gifts for twenty-nine kids and their families. The action plan for Miracle on Main Street is being reviewed and modified as needed. He's hired an electrician to replace the exterior lighting at the police station, and the electrician will also check the Christmas lighting that is out of order. The camera grant has been submitted and will be reviewed in January. Trail cams have been installed to protect the bridge lighting and are working well. Mr. Duffy has received several emails commenting on increasing crime and the lack of visibility of officers on the street. He noted that the police report shows our part time officer exceeding full time officers in calls. He hopes all officers are out on patrol rather than staying in the office.

Downtown Development Authority Report/Comment – no report**Evart Area Fire Department – no report****Evart Housing Commission – no report**

Mr. Duffy requested that the City Attorney submit a written report of activity similar to those submitted by the Police Department and DPW. Ms. Lockhart will pass that request on to Mr. White.

Citizens' Comments: none

Motion by Mayor Emerick to adjourn. Support by Mr. Elliott. Motion passed with all in favor. The meeting was adjourned at 8:48pm.

 Kathy Fiebig

City Clerk

12/16/2021 02:34 PM
User: JENNIE
DB: CITY OF EVART

CHECK REGISTER FOR CITY OF EVART
CHECK DATE FROM 12/07/2021 - 12/20/2021

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount	
Bank 751 VENDOR						
12/07/2021	751	38837	0229	OSCEOLA COUNTY TREASURER	454.98	
12/15/2021	751	38838	0611	COOPER WOODCRAFT	2,169.64	
12/15/2021	751	767 (E)	923	FIRST NATIONAL BANK OF OMAHA	3,158.97	
12/15/2021	751	768 (E)	923	VOID	0.00	V
12/15/2021	751	769 (E)	923	VOID	0.00	V
12/20/2021	751	38839	1644	ACCIDENT FUND	4,546.00	
12/20/2021	751	38840	1213	BALDWIN ELECTRIC	1,300.00	
12/20/2021	751	38841	1182	BARNETT'S AUTO REPAIR	88.40	
12/20/2021	751	38842	1214	CERES SOLUTIONS	308.00	
12/20/2021	751	38843	1048	CHROUCH COMMUNICATIONS	720.00	
12/20/2021	751	38844	0028	CITY OF EVART	623.03	
12/20/2021	751	38845	1155	CUSTER BUILDERS	4,189.63	
12/20/2021	751	38846	1200	DEERE CREDIT, INC	1,315.64	
12/20/2021	751	38847	0576	DTE ENERGY	923.62	
12/20/2021	751	38848	1028	EGLE	3,650.00	
12/20/2021	751	38849	2105	EVART LITTLE LEAGUE	4,825.10	
12/20/2021	751	38850	1766	EVART PARTS PLUS	60.03	
12/20/2021	751	38851	1025	FILE SAFE, INC	67.75	
12/20/2021	751	38852	0293	GALL'S INC	155.98	
12/20/2021	751	38853	0677	HOMETOWN HARDWARE	110.12	
12/20/2021	751	38854	0876	INTEGRITY BUSINESS SOLUTIONS	96.50	
12/20/2021	751	38855	1119	KUBE PROPANE, LLC	954.00	
12/20/2021	751	38856	0306	LERMA, INC	60.00	
12/20/2021	751	38857	1099	MASON-LAKE CONSERVATION DISTRICT	150.00	
12/20/2021	751	38858	425	MICHIGAN STATE POLICE	66.00	
12/20/2021	751	38859	2106	MILES, GREG	85.00	
12/20/2021	751	38860	0255	PIONEER GROUP	52.25	
12/20/2021	751	38861	1201	POINT BROADBAND	541.13	
12/20/2021	751	38862	0613	PRINTING SYSTEMS	145.08	
12/20/2021	751	38863	796	RCB CONTRACTING	3,833.33	
12/20/2021	751	38864	1806	REPUBLIC SERVICES #239	10,050.67	
12/20/2021	751	38865	1057	SAVVY MEDIA GROUP LLC	750.00	
12/20/2021	751	38866	0129	SMITH LUMBER CO	267.49	
12/20/2021	751	38867	0903	STANDARD INSURANCE CO.	518.00	
12/20/2021	751	38868	1829	THERMAL-TEC MI INC	197.75	
12/20/2021	751	38869	1803	XEROX CORPORATION	530.10	
12/20/2021	751	770 (E)	1043	LINGO	229.90	
12/20/2021	751	771 (A)	1456	AMERICAN SPECIALTY PRODUCTS	535.38	
12/20/2021	751	772 (A)	1757	MAURER'S TEXTILE RENTAL	708.92	
12/20/2021	751	773 (A)	1157	MOMA, DUSTIN	41.44	
12/20/2021	751	774 (A)	1730	SCOTLAND OIL COMPANY, INC.	3,247.18	
12/20/2021	751	775 (A)	2048	SWIFT ECKERT, TERESA	139.28	
12/20/2021	751	776 (A)	1600	TRACE ANALYTICAL LABORATORIES	1,828.70	

751 TOTALS:

Total of 43 Checks:	53,694.99
Less 2 Void Checks:	0.00
Total of 41 Disbursements:	53,694.99

CONSENT AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Jennie Duncan, Finance Director/Treasurer
Date: December 16, 2021
Re: Requesting Approval for Budget Amendments

For the Consent Agenda of December 20, 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 Evert
JOURNAL ENTRY
JE: 6349

Post Date: 12/15/2021
Entry Date: 12/15/2021
Description: FOR COUNCIL 12.20.21-MINI VENDORS 12.15

Entered By: JENNIE
Journal: BA

GL #	Description	DR	CR
101-301-726.000	K-9 RELATED EXPENSES	117.00	
101-301-758.006	UNIFORMS		117.00
590-537-727.000	OFFICE SUPPLIES	330.00	
590-537-955.000	MISCELLANEOUS EXPENSE		330.00
Journal Total:		447.00	447.00

APPROVED BY: 

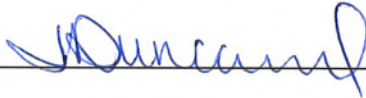
City of Evert
JOURNAL ENTRY
JE: 6358

Post Date: 12/16/2021
Entry Date: 12/16/2021
Description: FOR COUNCIL MEETING 12.20.21

Entered By: JENNIE
Journal: BA

GL #	Description	DR	CR
101-101-740.000	OPERATING SUPPLIES	58.00	
101-172-740.000	OPERATING SUPPLIES		58.00
101-265-801.000	PROFESSIONAL SERVICES	50.00	
101-265-850.000	COMMUNICATIONS		50.00
101-301-740.000	OPERATING SUPPLIES	156.00	
101-301-758.006	UNIFORMS		156.00
101-301-841.000	INVESTIGATIONS		18.00
101-301-860.000	TRAVEL EXPENSES	18.00	
101-441-740.000	OPERATING SUPPLIES		275.00
101-441-840.000	PHYSICALS/CDL DRUG TESTING	275.00	
101-448-921.000	UTILITIES	82.00	
101-448-930.000	REPAIRS AND MAINTENANCE		82.00
590-537-850.000	COMMUNICATIONS		300.00
590-537-900.000	PUBLISHING/PRINTING		172.00
590-538-801.000	PROFESSIONAL SERVICES	172.00	
590-538-930.000	REPAIRS AND MAINTENANCE	300.00	
591-545-801.000	PROFESSIONAL SERVICES	50.00	
591-545-850.000	COMMUNICATIONS		50.00
591-545-900.000	PUBLISHING/PRINTING		30.00
591-545-930.000	REPAIRS AND MAINTENANCE	30.00	
Journal Total:		1,191.00	1,191.00

APPROVED BY: _____



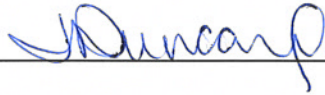
City of Evert
JOURNAL ENTRY
JE: 6359

Post Date: 12/16/2021
Entry Date: 12/16/2021
Description: FOR COUNCIL MEETING 12.20.21

Entered By: JENNIE
Journal: BA

GL #	Description	DR	CR
101-442-930.000	REPAIRS AND MAINTENANCE	25.00	
101-850-724.000	WORKMENS COMPENSATION		25.00
Journal Total:		25.00	25.00

APPROVED BY: _____



AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Pepper Lockhart, City Manager
Date: October 21, 2021 **Updated December 16, 2021**
Re: Proposals to Purchase Industrial Park Property

For the Agenda of **December 20, 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. **Attached is an updated draft of the purchase agreement done by the city attorney. I have also attached the addendum information that Mr. Kalesperis provided this week.**

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. **I have been in contact with the representatives and they are going to submit a formal offer. I have provided them with the research they have requested and the dpw director has met with them to verify their sewer lines. They did not get it back in time for this meeting but said they would have something for the first meeting in January.**

AGREEMENT OF SALE

OFFER TO PURCHASE REAL ESTATE

- 1. THE UNDERSIGNED, BIRCH RUN WELLNESS CENTER, LLC & Steve Kalesperis & Rob Lapeen(Purchasers)**, hereby offers and agrees to purchase property from the City of Ewart, MI (Seller) situated in the City of Ewart, 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:

CASH SALE:

This is a cash sale. The sum of \$415,000.00, to be paid, in certified funds, at time of 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 Ewart.

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 Ewart 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 Evart**. 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.

Date:

BIRCH RUN WELLNESS CENTER, LLC

BY: ROBB LAPEEN
Authorized Signatory

Address: 7373 N Seymour Rd
Flushing, MI 48433

Date:

UTOPIAN HERXBS, LLC

BY: STEVEN KALESPERIS
Authorized Signatory

Address: 4312 E. Grand River Ave.
Howell, MI 48843

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: _____
Pepper Lockhart
City Manager

Approved as to form: _____
James R. White
City Attorney

Dr. G. Steven Kalesperis DO, JD
10790 E. Bierri Rd.
Evart, MI 49631

December 16, 2021

City Manager, City Council
City of Evart, Michigan 49631:

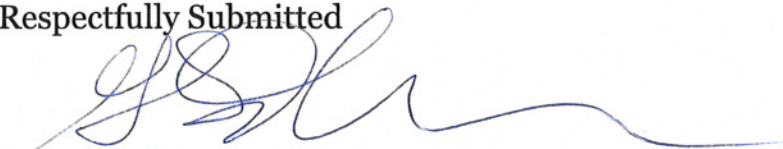
As part of the financial disclosure needed for the joint purchase of Lots 2 and 3 in the Air-Industrial Park of the City of Evart, MI for a Medical Office for myself and future development of Lots 4, 6, 7, and 8 into an Educational Campus for Training, Cultivation, and Processing of Medicinal Herbs, as a joint venture with Robb LaPeen of Birch Run Wellness LLC, please review the following.

This letter is to serve as an **ADDENDUM** to the various investment transactions submitted previously that have occurred between myself and Tangible Assets LLC. (See previously submitted Affidavit and notarized documents dated 10/26/2021).

In addition, several investments not previously mentioned include Shares in Raida technologies and Cloud Coin which are anticipated to be valued at approximately \$150,000-175,000 on or about January 10, 2022.

In addition, I own 80 acres of farmland at the above Evart, MI address where I reside in a single family home, and which was recently appraised at \$280,000 with \$90,000 in non-secured equity.

Respectfully Submitted



G. Steven Kalesperis D.O.

Date of this notice: 09-04-2019

Employer Identification Number:
84-2938209

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

UTOPIAN HERXBS LLC
GEORGE STEVEN KALESERIS SOLE MBR
4312 E GRAND RIVER AVE
HOWELL, MI 48843

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-2938209. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is UTOP. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Utopian HeRxBs, LLC
CEO: G. Steven Kalesperis DO, JD
10790 E. Bierri Rd.
Ewart, MI 49631

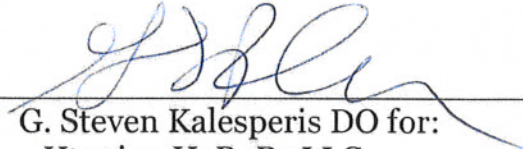
October 26, 2021

To whom this may concern/City Manager-City of Ewart, Michigan 49631:

This letter is to confirm various investment transactions between Dr. G. Steven Kalesperis D.O. and Tangible Assets LLC/Dale Krueger of 2901 Ross Ct, Midland, MI 48640.

Precious collectible metals, shares of stock in Elon Musk's Space-X, and shares in Green Towers LLC are currently held in trust by Dale Krueger CEO of Tangible Assets LLC having a current monetary value that now totals \$500,000.

Upon sale of said holdings, currently held under the name of either Dale Krueger and/or Tangible Assets, said sums are to be transferred to Dr. G. Steven Kalesperis and can be made available for the improvements required for the building on Lot 2 that is among the intended sites for purchase, and will be used by Utopian HeRxBs, LLC as a grow facility.



G. Steven Kalesperis DO for:
Utopian HeRxBs LLC

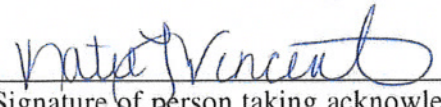
10/26/2021

Date

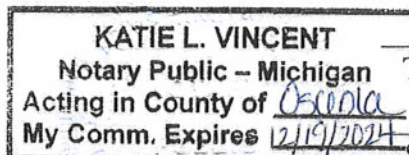
NOTARY ACKNOWLEDGMENT

STATE OF MICHIGAN, COUNTY OF OSCEOLA COUNTY, ss:

The foregoing instrument was acknowledged before me this 26th day of October, 2021, by G. Steven Kalesperis, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.



Signature of person taking acknowledgment



Title or rank

Serial number, if any

Affidavit

STATE OF MICHIGAN
COUNTY OF OSCEOLA COUNTY

The undersigned, Dr. G. Steven Kalesperis, being duly sworn, hereby deposes and says:

1. I am over the age of 18 and am a resident of the State of Michigan. I have personal knowledge of the facts herein, and, if called as a witness, could testify completely thereto.

2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.

3. Affidavit that the Purchaser has researched and accepted the City of Evart Marihuana Facilities Licensing and Regulations as outlined in Ordinance No. 2019-09, amended by Ordinance 2020-04 and Ordinance 2020-6, and other amendments that may occur prior to closing.

Affidavit that the Purchaser has researched and accepted the City of Evart Zoning Ordinances Section 8 Business Article III. – Marihuana Facilities

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.

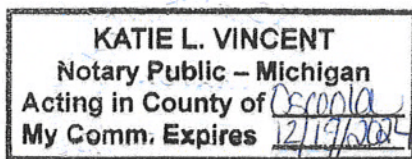
Executed this 26 day of OCTOBER, 20 21.

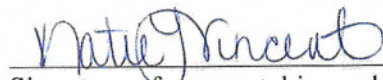

Dr. G. Steven Kalesperis

NOTARY ACKNOWLEDGMENT

STATE OF MICHIGAN, COUNTY OF OSCEOLA COUNTY, ss:

The foregoing instrument was acknowledged before me this 26th day of October, 2021, by G. Steven Kalesperis, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.




Signature of person taking acknowledgment

Title or rank

Serial number, if any

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BOARD OF OSTEOPATHIC MEDICINE AND SURGERY
OSTEOPATHIC PHYSICIAN LICENSE

G. STEVEN KALESERIS

LICENSE NO.	EXPIRATION DATE
5101019060	12/06/2024 20293151010

G. STEVEN KALESERIS
10790 BERRI ROAD
EVART, MI 49631

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE
CONSTRUED AS A WAIVER, DISMISSAL OR ACQUIESCENCE TO
ANY COMPLAINTS OR VIOLATIONS PENDING AGAINST THE
LICENSEE, ITS AGENTS OR EMPLOYEES.

FUTURE CONTACTS:
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR
ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS BY EMAILING
BPLHELP@MICHIGAN.GOV OR CALL (517) 241-0199

YOUR LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE.

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BOARD OF OSTEOPATHIC MEDICINE AND SURGERY
OSTEOPATHIC PHYSICIAN LICENSE

G. STEVEN KALESERIS

LICENSE NO.
5101019060

EXPIRATION DATE
12/6/2024

20293151010

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

BOARD OF PHARMACY
CONTROLLED SUBSTANCE LICENSE

G. STEVEN KALESERIS

LICENSE NO.	EXPIRATION DATE
5315054238	12/06/2024 20293151030

G. STEVEN KALESERIS
10790 BERRI ROAD
EVART, MI 49631

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE
CONSTRUED AS A WAIVER, DISMISSAL OR ACQUIESCENCE TO
ANY COMPLAINTS OR VIOLATIONS PENDING AGAINST THE
LICENSEE, ITS AGENTS OR EMPLOYEES.

FUTURE CONTACTS:
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR
ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS BY EMAILING
BPLHELP@MICHIGAN.GOV OR CALL (517) 241-0199

YOUR LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE.

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BOARD OF PHARMACY
CONTROLLED SUBSTANCE LICENSE

*THIS LICENSE IS ONLY VALID IF PROFESSIONAL LICENSE IS ACTIVE

G. STEVEN KALESERIS
10790 BERRI ROAD
EVART, MICHIGAN 49631

LICENSE NO.
5315054238

EXPIRATION DATE
12/6/2024

20293151030

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

VIA EMAIL

Date: February 20, 2020

Addressee: Utopian Herxbs

Address: 4312 East Grand River
Howell, MI 48843

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency considered your partial application for prequalification status on February 20, 2020 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marijuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final application review, the agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status. This prequalification status will expire one year from the date of prequalification status if the applicant has not received its initial state operating license.

If you have not already done so, please submit a facility license application (Step 2) for each state operating license for which you wish to apply. It is recommended that facility license applications not be submitted more than 60 days prior to the date you anticipate that your proposed facility will be ready for inspection. You may submit a paper application online through the Accela Citizen Access Portal on the agency website at www.michigan.gov/mmfl or your application may be submitted by mail or in person.

Mailing Address:

Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Medical Facilities Licensing
P.O. Box. 30205
Lansing, MI 48909

In Person:

Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Medical Facilities Licensing
2407 North Grand River
Lansing, MI 48906

Sincerely,

Desmond Mitchell, Division Director
Licensing Division
Marijuana Regulatory Agency
Michigan Department of Licensing and Regulatory Affairs

MARIJUANA REGULATORY AGENCY
2407 NORTH GRAND RIVER • P.O. BOX 30205 • LANSING, MICHIGAN 48909
www.michigan.gov/mra • 517-284-8599

Main Office:
4312 East Grand River Ave
Howell, Michigan 48843
(517) 546-1181

Troy Office:
340 East Big Beaver Ave, Suite 145
Penta Center Building C
Troy, Michigan 48083
(248) 729-7077

Date: 11/22/2021
Addressee: Utopian HeRxBs, LLC
Address: 4312 E. Grand River, Howell, MI 48843
File #: ERG-001985

Dear Applicant:

On 2/20/2020, your partial application for a state operating license was considered and you received prequalification status for a pending application pursuant to the Michigan Medical Marihuana Facilities Licensing Act (MMFLA) and the MMFLA Administrative Rules.

R420.3(2) in the Marihuana Licenses Rule Set provides in part "... The finding of prequalification status for a pending application is valid for 2 years after the agency issues a notice of prequalification status. After 2 years has expired, the applicant may be required to submit a new application and pay a new nonrefundable application fee."

You have not yet received a state operating license, therefore, the prequalification status on your pending application is about to expire.

- If you have never filed a facility license application and you still wish to pursue a state operating license, you must file a new prequalification application and submit all required documents. A facility license application with required documents is also required to achieve licensure.
- If you have filed a facility license application and will be unable to achieve licensure before your prequalification expires, you must file a new prequalification application and submit all required documents. Your facility license application will need to be withdrawn and a new facility license application filed with required documents.

Instructions on how to submit a new application can be found at this link: www.michigan.gov/mmfl. If you believe you received this letter in error, please call the Marijuana Regulatory Agency at (517) 284-8599.

Sincerely,

Desmond Mitchell, Division Director
Licensing Division
Marijuana Regulatory Agency

MARIJUANA REGULATORY AGENCY
2407 NORTH GRAND RIVER • P.O. BOX 30205 • LANSING, MICHIGAN 48906
www.michigan.gov/mra (517) 284-8599

Main Office:
4312 East Grand River Ave
Howell, Michigan 48843
(517) 546-1181

Troy Office:
340 East Big Beaver Ave, Suite 145
Penta Center Building C
Troy, Michigan 48083
(248) 729-7077

Date: 11/22/2021
Addressee: Utopian HeRxBs, LLC
Address: 4312 E. Grand River, Howell, MI 48843
File #: ERG-001985

Dear Applicant:

On 2/20/2020, your partial application for a state operating license was considered and you received prequalification status for a pending application pursuant to the Michigan Medical Marihuana Facilities Licensing Act (MMFLA) and the MMFLA Administrative Rules.

R420.3(2) in the Marihuana Licenses Rule Set provides in part "... The finding of prequalification status for a pending application is valid for 2 years after the agency issues a notice of prequalification status. After 2 years has expired, the applicant may be required to submit a new application and pay a new nonrefundable application fee."

You have not yet received a state operating license, therefore, the prequalification status on your pending application is about to expire.

- If you have never filed a facility license application and you still wish to pursue a state operating license, you must file a new prequalification application and submit all required documents. A facility license application with required documents is also required to achieve licensure.
- If you have filed a facility license application and will be unable to achieve licensure before your prequalification expires, you must file a new prequalification application and submit all required documents. Your facility license application will need to be withdrawn and a new facility license application filed with required documents.

Instructions on how to submit a new application can be found at this link: www.michigan.gov/mmfl. If you believe you received this letter in error, please call the Marijuana Regulatory Agency at (517) 284-8599.

Sincerely,

Desmond Mitchell, Division Director
Licensing Division
Marijuana Regulatory Agency

MARIJUANA REGULATORY AGENCY
2407 NORTH GRAND RIVER • P.O. BOX 30205 • LANSING, MICHIGAN 48906
www.michigan.gov/mra (517) 284-8599

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Pepper Lockhart, City Manager
Date: December 2, 2021 **Update: December 20, 2021**
Re: OHM Engineering Services

For the Agenda of December 6, 2021 **Updated 12/16/21**

Background. On Monday November 29th, Dan Elliott and myself went to the Rural Task Force meeting to discuss the Osceola County Roads with the road commission, transportation (MOTA), MDOT, villages and cities within the county. This task force handles the funding for specified rural transportation roads. The only road in the City of Ewart that qualifies for this funding is our trucking route from US 10 north on River St to 7 mile rd. Our project has been on the illustrative list for several years to have the mile of pavement chipped/sealed. Since the project has been waiting so long to be done it was decided that it should be resurfaced in the fiscal year of 2023. The committee voted to move the project to the programmed list and the West Michigan Planning Commission will vote to approve this in the spring. In order for them to vote on the project we will need to have actual costs.

Issues & Questions Specified. The project was originally estimated at \$80,000 but we need to get an updated cost that would include resurfacing this road. **Since the last meeting on December 6th I have spoken with John Tanner in regards to the cost of this project. He has projected the cost of doing a pulverizing and milling will be approximately \$1,044,846. The costs are considerably higher than they had anticipated.**

We will need to have this done so the regional committee can vote on it. The Osceola County Road Commission graciously gave us \$219,000 of the state economic funds they have accumulated to use towards this project.

Financial Impact. Costs above the \$219,000 will have to be a 20% match on the City's part. Engineering costs are also a requirement of the city to pay. **OHM engineering costs will be approximately \$57,232.**

December 16, 2021

City of Ewart
200 S. Main Street
Ewart, MI 49631

Attention: Ms. Pepper Lockhart
City Manager

Regarding: River Road Rehabilitation
Design Engineering Services

Dear Ms. Lockhart:

Thank you for this opportunity to provide professional engineering services for the above referenced project. We have prepared the following project understanding and scope of services to be provided by OHM Advisors based on the city's input.

PROJECT UNDERSTANDING

This road preservation project from 7 Mile Road to US-10 is approximately 1 mile in length. Rehabilitation measures will include both pulverizing the most northern portion and milling the southern portion of the existing travel lanes. Areas of deteriorated curb and gutter will be replaced throughout the project and storm sewer catch basins that are failing structurally will be repaired. Sidewalk ramps will be investigated and updated as necessary to conform to ADA standards. Permanent pavement marking and signage will be installed after the new asphalt is placed.

Federal aid in the amount of \$219,000 has been appropriated thru the City's Rural Task Force for 2023 construction. OHM Advisors has completed an updated preliminary cost opinion totaling \$1,044,846 for the work described above; this estimate can be used by the city for coordination with the Rural Task Force in securing additional funding. The federal funding for the project must be administered through the Michigan Department of Transportation (MDOT) Local Agency Programs Unit (LAP). The plans for this project will be developed in accordance with MDOT guidelines. Additional project administration effort resulting from the federal aid process (program application, crash analysis, mobility analysis, GI meeting, NEPA, SHPO, etc.) has been included in this scope.

SCOPE OF SERVICE

Task 1 – Project Initiation and Obtain Information

Under this task, we will initiate the project and obtain necessary information to proceed with the design. Specific work efforts include:

Organize and attend a kickoff meeting with City staff to review project objectives, prepare design criteria, and establish a specific delivery schedule.

- Prepare and submit MDOT form #5323 at least 2 months prior to the GI submittal in accordance with MDOT LAP guidelines.
- Perform a site review to identify elements that are sensitive to project, i.e., driveway locations and other access issues, utility facilities in the area, geometric deficiencies, and drainage features.
- Perform topographic survey of the project, identifying all surface features within the road right of way.
- Complete a Crash Analysis per MDOT requirements.

OHM Advisors

1827 NORTH SQUIRREL ROAD
AUBURN HILLS, MICHIGAN 48326

T 248.751.3100
F 248.364.3001

OHM-Advisors.com



- Notify known utility agencies of the proposed work and verify locations of existing known utilities, including both public and private, within the project limits for conflicts and coordinate relocations if necessary.
- Coordinate with McDowell and Associates to obtain pavement cores along the project route. We anticipate six (6) pavement cores.

Task 2 – Base Plan Development

Under this task, develop preliminary geometrics for the project. The design will be developed in accordance with the current version of MDOT's Local Agency Programs Guidelines for Geometrics and AASHTO's A Policy on Geometric Design of Highways and Streets, 2011. The Base Plan Phase represents approximately 30% of the total design. Specific work efforts include:

- Review field information collected to identify any deficient areas in the existing geometrics.
- Prepare typical roadway cross-sections for the project.
- Evaluate impacted sidewalk ramps to be upgraded to current requirements along the project route, per MDOT requirements.
- OHM will engage Commonwealth Heritage Group to prepare documents to obtain a State Historic Preservation Office (SHPO) review per Section 106 Requirements. As of July 1, 2020, all applications must be prepared by a federally qualified individual in Archaeology, Architectural History and History.
- Prepare documents to obtain National Environmental Policy Act (NEPA) approval.
- Prepare a Maintenance of Traffic concept for the City's review and general concurrence.
- Prepare a preliminary Engineer's Opinion of Probable Cost.
- Arrange and attend one (1) project meeting with City staff to review the project and identify concerns.

Task 3 – Preliminary Plan Development

Based on comments received from the Base Plan review, Preliminary Plans (GI plans) will be created. These plans will include input from several elements, including roadway geometrics, utility evaluation, traffic crash analysis, geotechnical evaluation, and special provisions. The Preliminary Plan Phase represents approximately 80% of the total design. Specific work efforts include:

- Develop road plans in accordance with current AASHTO standards based on comments received from the City on base plans. Plans will be prepared using a scale of 1" = 30'.
- Develop pavement marking and signing plans within the affected influence of the project in accordance with MMUTCD requirements.
- Detailed maintenance of traffic plans will be provided for the project per the approved concept completed during the Base Plan phase. The maintenance of traffic plans will be developed in accordance with MDOT work zone safety and mobility guidelines.
- Create special provisions for all non-standard pay items in accordance with 2020 MDOT Standard Specifications for Construction and MDOT LAP guidelines.
- Compute preliminary quantities and update the preliminary Engineer's Opinion of Probable Construction Cost.
- Evaluate and identify temporary grading easements required for the purposes of tying existing drive approaches into the proposed road elevation.
- Prepare proposed preliminary schedule for work including the construction start, substantial completion, and final completion dates.
- Prepare documents to obtain the MDOT right-of-way permit for work and traffic control within US-10.
- Submit Grade Inspection (G.I.) package including plans, project specifications, MDOT financial programming forms, and engineer's opinion of probable construction cost to MDOT Local Agency Programs for review.
- Coordinate and attend G.I. review meeting with MDOT and City representatives.



Task 4 – Final Plan Development

Based on comments received from the G.I. review, Final Plans will be created. Specific work efforts include:

- Finalize design plans based on comments obtained from the G.I. review meeting.
- Complete construction details.
- Finalize detailed grading.
- Submit final plans, project specifications, and an opinion of probable construction cost in MERL format to MDOT Local Agency Programs.
- Answer questions raised by contractors from MDOT during the bidding process.

SCHEDULE

We are prepared to begin the project upon receiving a signed authorization and will work with the City to meet a schedule that works within their timeframe. It is anticipated that plans will be prepared to meet MDOT bid letting in winter of 2023 (December-February), for construction in the summer of 2023.

COVID-19 Disclaimer

As we submit this proposal, the world is in the midst of the Covid-19 health crises, and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the Client, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors or the Client have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the Client's staff to develop a plan to deal with unforeseen issues.

COMPENSATION

The services outlined above will be performed on an hourly basis for the **not-to-exceed amount of Fifty-Seven Thousand Two Hundred Thirty-Two dollars (\$57,232.00)**. This amount is based on the assumptions listed below. The city will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:

Task 1 - Project Initiation	\$26,972
Task 2 – Base Plan Development	\$8,190
Task 3 – Preliminary Plan Development	\$12,170
<u>Task 4 – Final Plan Development</u>	<u>\$9,900</u>
Engineering Services Total	\$ 57,232

FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

- The city will be responsible for all permit application fees and permit fees.
- No permanent right-of-way acquisition is anticipated. City will obtain temporary grading easements, if required.
- OHM will be pleased to provide any additional services for this project on an hourly basis. Services not included in this proposal:
 - a. Construction phase services such as, but not limited to, construction management, construction engineering, contract administration, construction observation and/or construction layout. Construction engineering services proposal will be provided once the actual project construction scope has been determined.
 - b. Easement Acquisition



- c. Environmental assessments or reports, drainage studies, or other environmental evaluations associated with potential contaminated soils.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to working with the city on another successful project. If you have any questions, please feel free to contact me at lou.fleury@ohm-advisors.com or (810) 429-8289.

Sincerely,
OHM Advisors

Lou Fleury, PE
Principal

Enclosure: Standard Terms and Conditions

City of Evert
River Road Rehabilitation – Engineering Design Services

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

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 & McClement, 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, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as 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, 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.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, 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, and to waive any claims against individual employees.
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. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. 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.** OHM ADVISORS shall have 14 days to review proposed language 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 this 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 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' 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. The Parties 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. The Parties 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 project or following the completion of the project, the Parties 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. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



ORCHARD, HILTZ & McCLIMENT, INC.
201 E Ellsworth, Unit 100, Midland, MI 48640

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: River Road Improvements
LOCATION: City of Ewart
WORK: Milling, crushing and shaping, HMA overlay along River Road
from 7 Mile to US-10

DATE: December 13, 2021
PROJECT #:
ESTIMATOR:
CHECKED BY:
CURRENT ENR:

	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
	Mobilization	LSUM	1	\$ 86,400.00	\$ 86,400.00
	Pavt, Rem, Modified	Syd	2,600	\$ 12.00	\$ 31,200.00
	Curb and Gutter, Rem	Ft	1,000	\$ 18.00	\$ 18,000.00
	Sidewalk, Rem, Modified	Syd	170	\$ 15.00	\$ 2,550.00
	HMA Cold Milling	Syd	16,000	\$ 2.75	\$ 44,000.00
	HMA Base Crushing and Shaping	Syd	7,190	\$ 4.00	\$ 28,760.00
	Dr Structure Cover	EA	10	\$ 600.00	\$ 6,000.00
	Dr Structure Adj	EA	10	\$ 600.00	\$ 6,000.00
	Dr Structure Reconstruct	EA	4	\$ 1,200.00	\$ 4,800.00
	HMA Repair	Syd	500	\$ 50.00	\$ 25,000.00
	Aggregate Base, Modified	Syd	7,190	\$ 25.00	\$ 179,750.00
	HMA, 3 inch	Ton	4,800	\$ 75.00	\$ 360,000.00
	Curb and Gutter	Ft	1,000	\$ 25.00	\$ 25,000.00
	Sidewalk, 4 inch	Sft	1,500	\$ 6.00	\$ 9,000.00
	ADA Ramp	Sft	1,000	\$ 8.00	\$ 8,000.00
	Maintenance Gravel	Ton	100	\$ 34.00	\$ 3,400.00
	Soil Erosion Control and restoration	LSUM	1	\$ 40,000.00	\$ 40,000.00
	Post, Mailbox	EA	40	\$ 175.00	\$ 7,000.00
	Traffic Control and Devices	LSUM	1	\$ 50,000.00	\$ 50,000.00
	Permanent Signs and Striping	LSUM	1	\$ 15,000.00	\$ 15,000.00
Construction Total:					\$ 949,860.00
10% Contingency					\$ 94,986.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST =					\$ 1,044,846.00

12/16/2021 02:35 PM
User: JENNIE
DB: CITY OF EVART

CHECK DISBURSEMENT REPORT FOR CITY OF EVART
CHECK DATE FROM 12/07/2021 - 12/20/2021
Banks: 751

Page 1/7

Check Date	Bank	Check #	Payee	Description	GL #	Amount
12/07/2021	751	38837	OSCEOLA COUNTY TREASURER	DUE TO STATE ED-TRAILER TAX	701-000-222.120	363.96
		38837		DUE TO COUNTY - TRAILER TAX	701-000-222.121	91.02
						<hr/> 454.98
12/15/2021	751	38838	COOPER WOODCRAFT	CAPITAL OUTLAY-NON CAPITALIZE	101-440-970.000	2,169.64
12/15/2021	751	767 (E)	FIRST NATIONAL BANK OF OMAHA	TRAVEL EXPENSES	101-172-860.000	267.00
		767 (E)		TRAVEL EXPENSES	101-242-860.000	108.55
		767 (E)		OPERATING SUPPLIES	101-265-740.000	157.54
		767 (E)		POSTAGE & SHIPPING	101-265-741.000	108.13
		767 (E)		COMMUNICATIONS	101-265-850.000	41.66
		767 (E)		REPAIRS AND MAINTENANCE	101-265-930.000	149.98
		767 (E)		OFFICE SUPPLIES	101-301-727.000	96.83
		767 (E)		UNIFORMS	101-301-758.006	123.12
		767 (E)		GAS AND OIL	101-301-861.000	76.30
		767 (E)		COMPUTERS/EQUIPMENT/IT	101-301-932.000	14.99
		767 (E)		CAPITAL OUTLAY-CAPITALIZED	101-301-970.100	176.90
		767 (E)		OPERATING SUPPLIES	101-440-740.000	86.28
		767 (E)		REPAIRS AND MAINTENANCE	101-440-930.000	146.71
		767 (E)		REPAIRS AND MAINTENANCE	101-441-930.000	12.00
		767 (E)		REPAIRS AND MAINTENANCE	207-751-930.000	146.72
		767 (E)		POSTAGE & SHIPPING	590-537-741.000	96.67
		767 (E)		COMMUNICATIONS	590-537-850.000	41.66
		767 (E)		MISCELLANEOUS EXPENSE	590-537-955.000	360.32
		767 (E)		POSTAGE & SHIPPING	591-545-741.000	96.66
		767 (E)		COMMUNICATIONS	591-545-850.000	41.67
		767 (E)		MISCELLANEOUS EXPENSE	591-545-955.000	360.29
		767 (E)		OPERATING SUPPLIES	591-546-740.000	420.00
		767 (E)		OPERATING SUPPLIES	661-599-740.000	28.99
						<hr/> 3,158.97
12/15/2021	751	768 (E)	VOID	** VOIDED **		** VOIDED **
12/15/2021	751	769 (E)	VOID	** VOIDED **		** VOIDED **
12/20/2021	751	38839	ACCIDENT FUND	WORKMENS COMPENSATION	101-301-724.000	681.90
		38839		WORKMENS COMPENSATION	101-850-724.000	227.30
		38839		WORKMENS COMPENSATION	202-850-724.000	318.22
		38839		WORKMENS COMPENSATION	203-850-724.000	272.76

12/16/2021 02:35 PM
User: JENNIE
DB: CITY OF EVART

CHECK DISBURSEMENT REPORT FOR CITY OF EVART
CHECK DATE FROM 12/07/2021 - 12/20/2021
Banks: 751

Page 2/7

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		38839		WORKMENS COMPENSATION	590-850-724.000	1,545.64
		38839		WORKMENS COMPENSATION	591-850-724.000	1,500.18
						<hr/> 4,546.00
12/20/2021	751	38840	BALDWIN ELECTRIC	CAPITAL OUTLAY-CAPITALIZED	101-301-970.100	1,300.00
12/20/2021	751	38841	BARNETT'S AUTO REPAIR	VEHICLE REPAIR & MAINTENANCE	101-301-931.000	88.40
12/20/2021	751	38842	CERES SOLUTIONS	OPERATING SUPPLIES	101-440-740.000	308.00
12/20/2021	751	38843	CHROUCH COMMUNICATIONS	PROFESSIONAL SERVICES	101-301-801.000	295.00
		38843		VEHICLE REPAIR & MAINTENANCE	101-301-931.000	425.00
						<hr/> 720.00
12/20/2021	751	38844	CITY OF EVART	UTILITIES	101-265-921.000	238.23
		38844		UTILITIES	101-301-921.000	42.68
		38844		UTILITIES	101-442-921.000	58.91
		38844		UTILITIES	207-751-921.000	216.65
		38844		UTILITIES	208-757-921.000	66.56
						<hr/> 623.03
12/20/2021	751	38845	CUSTER BUILDERS	PROFESSIONAL SERVICES	209-276-801.000	4,189.63
12/20/2021	751	38846	DEERE CREDIT, INC	CAPITAL OUTLAY-CAPITALIZED	661-599-970.100	1,315.64
12/20/2021	751	38847	DTE ENERGY	UTILITIES	101-301-921.000	120.30
		38847		UTILITIES	101-440-921.000	287.08
		38847		UTILITIES	590-538-921.000	516.24
						<hr/> 923.62
12/20/2021	751	38848	EGLE	PERMITS AND FEES	591-545-729.000	3,650.00
12/20/2021	751	38849	EVART LITTLE LEAGUE	LITTLE LEAGUE EXPENSE	101-751-743.502	4,825.10
12/20/2021	751	38850	EVART PARTS PLUS	OPERATING SUPPLIES	101-440-740.000	22.22
		38850		OPERATING SUPPLIES	101-441-740.000	6.27
		38850		PREVENTATIVE MAINTENANCE	661-599-930.100	31.54
						<hr/> 60.03
12/20/2021	751	38851	FILE SAFE, INC	PROFESSIONAL SERVICES	101-265-801.000	22.58
		38851		PROFESSIONAL SERVICES	590-537-801.000	22.58

12/16/2021 02:35 PM
User: JENNIE
DB: CITY OF EVART

CHECK DISBURSEMENT REPORT FOR CITY OF EVART
CHECK DATE FROM 12/07/2021 - 12/20/2021
Banks: 751

Page 3/7

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		38851		PROFESSIONAL SERVICES	591-545-801.000	22.59
						<hr/> 67.75
12/20/2021	751	38852	GALL'S INC	UNIFORMS	101-301-758.006	155.98
12/20/2021	751	38853	HOMETOWN HARDWARE	CAPITAL OUTLAY-CAPITALIZED	101-301-970.100	12.60
		38853		REPAIRS AND MAINTENANCE	101-440-930.000	12.99
		38853		OPERATING SUPPLIES	101-441-740.000	66.45
		38853		OPERATING SUPPLIES	591-546-740.000	18.08
						<hr/> 110.12
12/20/2021	751	38854	INTEGRITY BUSINESS SOLUTIONS	OPERATING SUPPLIES	101-172-740.000	58.00
		38854		OPERATING SUPPLIES	101-215-740.000	38.50
						<hr/> 96.50
12/20/2021	751	38855	KUBE PROPANE, LLC	UTILITIES	101-441-921.000	667.32
		38855		UTILITIES	101-442-921.000	286.68
						<hr/> 954.00
12/20/2021	751	38856	LERMA, INC	MEMBERSHIP AND DUES	101-301-807.000	60.00
12/20/2021	751	38857	MASON-LAKE CONSERVATION DISTRICT	PROFESSIONAL SERVICES	101-442-801.000	150.00
12/20/2021	751	38858	MICHIGAN STATE POLICE	INVESTIGATIONS	101-301-841.000	66.00
12/20/2021	751	38859	MILES, GREG	REPAIRS AND MAINTENANCE	101-440-930.000	85.00
12/20/2021	751	38860	PIONEER GROUP	PUBLISHING/PRINTING	101-242-900.000	52.25
12/20/2021	751	38861	POINT BROADBAND	COMMUNICATIONS	101-442-850.000	76.13
		38861		PROFESSIONAL SERVICES	590-537-801.000	150.00
		38861		COMMUNICATIONS	590-537-850.000	82.50
		38861		PROFESSIONAL SERVICES	591-545-801.000	150.00
		38861		COMMUNICATIONS	591-545-850.000	82.50
						<hr/> 541.13
12/20/2021	751	38862	PRINTING SYSTEMS	PUBLISHING/PRINTING	101-265-900.000	43.52
		38862		PUBLISHING/PRINTING	590-537-900.000	50.78
		38862		PUBLISHING/PRINTING	591-545-900.000	50.78
						<hr/> 145.08

12/16/2021 02:35 PM
User: JENNIE
DB: CITY OF EVART

CHECK DISBURSEMENT REPORT FOR CITY OF EVART
CHECK DATE FROM 12/07/2021 - 12/20/2021
Banks: 751

Page 4/7

Check Date	Bank	Check #	Payee	Description	GL #	Amount
12/20/2021	751	38863	RCB CONTRACTING	PROFESSIONAL SERVICES	101-265-801.000	76.67
		38863		PROFESSIONAL SERVICES	101-301-801.000	115.00
		38863		PROFESSIONAL SERVICES	101-440-801.000	38.33
		38863		PROFESSIONAL SERVICES	101-441-801.000	306.67
		38863		PROFESSIONAL SERVICES	101-442-801.000	76.67
		38863		PROFESSIONAL SERVICES	207-751-801.000	76.67
		38863		PROFESSIONAL SERVICES	208-757-801.000	76.67
		38863		PROFESSIONAL SERVICES	590-538-801.000	1,533.33
		38863		PROFESSIONAL SERVICES	591-546-801.000	1,533.32
						<hr/> 3,833.33
12/20/2021	751	38864	REPUBLIC SERVICES #239	PROFESSIONAL SERVICES	101-441-801.000	129.00
		38864		PROFESSIONAL SERVICES	101-526-801.000	9,716.67
		38864		PROFESSIONAL SERVICES	209-276-801.000	90.00
		38864		PROFESSIONAL SERVICES	590-538-801.000	57.50
		38864		PROFESSIONAL SERVICES	591-546-801.000	57.50
						<hr/> 10,050.67
12/20/2021	751	38865	SAVVY MEDIA GROUP LLC	COMMUNICATIONS	101-265-850.000	250.00
		38865		COMMUNICATIONS	590-537-850.000	250.00
		38865		COMMUNICATIONS	591-545-850.000	250.00
						<hr/> 750.00
12/20/2021	751	38866	SMITH LUMBER CO	OPERATING SUPPLIES	101-441-740.000	24.77
		38866		REPAIRS AND MAINTENANCE	101-448-930.000	81.44
		38866		OPERATING SUPPLIES	591-546-740.000	161.28
						<hr/> 267.49
12/20/2021	751	38867	STANDARD INSURANCE CO.	OTHER FRINGE BENEFITS	101-301-719.000	181.30
		38867		OTHER FRINGE BENEFITS	101-850-719.000	129.50
		38867		OTHER FRINGE BENEFITS	202-850-719.000	15.54
		38867		OTHER FRINGE BENEFITS	203-850-719.000	10.36
		38867		OTHER FRINGE BENEFITS	590-850-719.000	98.42
		38867		OTHER FRINGE BENEFITS	591-850-719.000	82.88
						<hr/> 518.00
12/20/2021	751	38868	THERMAL-TEC MI INC	PROFESSIONAL SERVICES	101-301-801.000	197.75
12/20/2021	751	38869	XEROX CORPORATION	PUBLISHING/PRINTING	101-265-900.000	120.73

12/16/2021 02:35 PM
User: JENNIE
DB: CITY OF EVART

CHECK DISBURSEMENT REPORT FOR CITY OF EVART
CHECK DATE FROM 12/07/2021 - 12/20/2021
Banks: 751

Page 5/7

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		38869		COMPUTERS/EQUIPMENT/IT	101-301-932.000	167.92
		38869		PUBLISHING/PRINTING	590-537-900.000	120.73
		38869		PUBLISHING/PRINTING	591-545-900.000	120.72
						<hr/> 530.10
12/20/2021	751	770 (E)	LINGO	COMMUNICATIONS	590-538-850.000	153.27
		770 (E)		COMMUNICATIONS	591-546-850.000	76.63
						<hr/> 229.90
12/20/2021	751	771 (A)	AMERICAN SPECIALTY PRODUCTS	OPERATING SUPPLIES	590-538-740.000	209.25
		771 (A)		OPERATING SUPPLIES	591-546-740.000	209.25
		771 (A)		OPERATING SUPPLIES	661-599-740.000	116.88
						<hr/> 535.38
12/20/2021	751	772 (A)	MAURER'S TEXTILE RENTAL	PROFESSIONAL SERVICES	101-265-801.000	177.23
		772 (A)		OPERATING SUPPLIES	101-441-740.000	177.23
		772 (A)		PROFESSIONAL SERVICES	590-537-801.000	177.23
		772 (A)		PROFESSIONAL SERVICES	591-545-801.000	177.23
						<hr/> 708.92
12/20/2021	751	773 (A)	MOMA, DUSTIN	TRAVEL EXPENSES	101-441-860.000	41.44
12/20/2021	751	774 (A)	SCOTLAND OIL COMPANY, INC.	GAS AND OIL	101-301-861.000	552.58
		774 (A)		GAS AND OIL	661-599-861.000	2,694.60
						<hr/> 3,247.18
12/20/2021	751	775 (A)	SWIFT ECKERT, TERESA	TRAVEL EXPENSES	101-301-860.000	139.28
12/20/2021	751	776 (A)	TRACE ANALYTICAL LABORATORIES	OUTSOURCED TESTING	591-546-730.000	1,828.70
TOTAL - ALL FUNDS				TOTAL OF 43 CHECKS (2 voided)		53,694.99

--- GL TOTALS ---

101-172-740.000	OPERATING SUPPLIES	58.00
101-172-860.000	TRAVEL EXPENSES	267.00
101-215-740.000	OPERATING SUPPLIES	38.50
101-242-860.000	TRAVEL EXPENSES	108.55
101-242-900.000	PUBLISHING/PRINTING	52.25
101-265-740.000	OPERATING SUPPLIES	157.54
101-265-741.000	POSTAGE & SHIPPING	108.13
101-265-801.000	PROFESSIONAL SERVICES	276.48
101-265-850.000	COMMUNICATIONS	291.66

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-265-900.000			PUBLISHING/PRINTING			164.25
101-265-921.000			UTILITIES			238.23
101-265-930.000			REPAIRS AND MAINTENANCE			149.98
101-301-719.000			OTHER FRINGE BENEFITS			181.30
101-301-724.000			WORKMENS COMPENSATION			681.90
101-301-727.000			OFFICE SUPPLIES			96.83
101-301-758.006			UNIFORMS			279.10
101-301-801.000			PROFESSIONAL SERVICES			607.75
101-301-807.000			MEMBERSHIP AND DUES			60.00
101-301-841.000			INVESTIGATIONS			66.00
101-301-860.000			TRAVEL EXPENSES			139.28
101-301-861.000			GAS AND OIL			628.88
101-301-921.000			UTILITIES			162.98
101-301-931.000			VEHICLE REPAIR & MAINTENANCE			513.40
101-301-932.000			COMPUTERS/EQUIPMENT/IT			182.91
101-301-970.100			CAPITAL OUTLAY-CAPITALIZED			1,489.50
101-440-740.000			OPERATING SUPPLIES			416.50
101-440-801.000			PROFESSIONAL SERVICES			38.33
101-440-921.000			UTILITIES			287.08
101-440-930.000			REPAIRS AND MAINTENANCE			244.70
101-440-970.000			CAPITAL OUTLAY-NON CAPITALIZE			2,169.64
101-441-740.000			OPERATING SUPPLIES			274.72
101-441-801.000			PROFESSIONAL SERVICES			435.67
101-441-860.000			TRAVEL EXPENSES			41.44
101-441-921.000			UTILITIES			667.32
101-441-930.000			REPAIRS AND MAINTENANCE			12.00
101-442-801.000			PROFESSIONAL SERVICES			226.67
101-442-850.000			COMMUNICATIONS			76.13
101-442-921.000			UTILITIES			345.59
101-448-930.000			REPAIRS AND MAINTENANCE			81.44
101-526-801.000			PROFESSIONAL SERVICES			9,716.67
101-751-743.502			LITTLE LEAGUE EXPENSE			4,825.10
101-850-719.000			OTHER FRINGE BENEFITS			129.50
101-850-724.000			WORKMENS COMPENSATION			227.30
202-850-719.000			OTHER FRINGE BENEFITS			15.54
202-850-724.000			WORKMENS COMPENSATION			318.22
203-850-719.000			OTHER FRINGE BENEFITS			10.36
203-850-724.000			WORKMENS COMPENSATION			272.76
207-751-801.000			PROFESSIONAL SERVICES			76.67
207-751-921.000			UTILITIES			216.65
207-751-930.000			REPAIRS AND MAINTENANCE			146.72
208-757-801.000			PROFESSIONAL SERVICES			76.67
208-757-921.000			UTILITIES			66.56
209-276-801.000			PROFESSIONAL SERVICES			4,279.63
590-537-741.000			POSTAGE & SHIPPING			96.67
590-537-801.000			PROFESSIONAL SERVICES			349.81
590-537-850.000			COMMUNICATIONS			374.16
590-537-900.000			PUBLISHING/PRINTING			171.51

12/16/2021 02:35 PM

User: JENNIE

DB: CITY OF EVART

CHECK DISBURSEMENT REPORT FOR CITY OF EVART

CHECK DATE FROM 12/07/2021 - 12/20/2021

Banks: 751

Page 7/7

Check Date	Bank	Check #	Payee	Description	GL #	Amount
590-537-955.000				MISCELLANEOUS EXPENSE		360.32
590-538-740.000				OPERATING SUPPLIES		209.25
590-538-801.000				PROFESSIONAL SERVICES		1,590.83
590-538-850.000				COMMUNICATIONS		153.27
590-538-921.000				UTILITIES		516.24
590-850-719.000				OTHER FRINGE BENEFITS		98.42
590-850-724.000				WORKMENS COMPENSATION		1,545.64
591-545-729.000				PERMITS AND FEES		3,650.00
591-545-741.000				POSTAGE & SHIPPING		96.66
591-545-801.000				PROFESSIONAL SERVICES		349.82
591-545-850.000				COMMUNICATIONS		374.17
591-545-900.000				PUBLISHING/PRINTING		171.50
591-545-955.000				MISCELLANEOUS EXPENSE		360.29
591-546-730.000				OUTSOURCED TESTING		1,828.70
591-546-740.000				OPERATING SUPPLIES		808.61
591-546-801.000				PROFESSIONAL SERVICES		1,590.82
591-546-850.000				COMMUNICATIONS		76.63
591-850-719.000				OTHER FRINGE BENEFITS		82.88
591-850-724.000				WORKMENS COMPENSATION		1,500.18
661-599-740.000				OPERATING SUPPLIES		145.87
661-599-861.000				GAS AND OIL		2,694.60
661-599-930.100				PREVENTATIVE MAINTENANCE		31.54
661-599-970.100				CAPITAL OUTLAY-CAPITALIZED		1,315.64
701-000-222.120				DUE TO STATE ED-TRAILER TAX		363.96
701-000-222.121				DUE TO COUNTY - TRAILER TAX		91.02
				TOTAL		53,694.99

Check Register Report For City Of Evert
For Check Dates 12/07/2021 to 12/20/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/15/2021	750	23261	MISDU	169.88	169.88	0.00	Open
12/15/2021	750	DD6152	BEAM, JOHN	1,096.15	0.00	719.19	Cleared
12/15/2021	750	DD6153	DUNCAN, JENNIFER	932.69	0.00	698.62	Cleared
12/15/2021	750	DD6154	FIEBIG, KATHY	167.31	0.00	147.41	Cleared
12/15/2021	750	DD6155	FLACHS, MICHAEL J	746.72	0.00	450.12	Cleared
12/15/2021	750	DD6156	HIGGINS, JERALD J	468.00	0.00	388.96	Cleared
12/15/2021	750	DD6157	LOCKHART, PEPPER L	1,756.59	0.00	1,267.49	Cleared
12/15/2021	750	DD6158	MARTIN, DALE	1,109.61	0.00	689.04	Cleared
12/15/2021	750	DD6159	MCCLURE, PATRICK K	1,017.20	0.00	755.53	Cleared
12/15/2021	750	DD6160	MOMA, DUSTIN L	1,394.23	0.00	1,036.02	Cleared
12/15/2021	750	DD6161	MUCZYNSKI, PATRICK	1,268.12	0.00	851.77	Cleared
12/15/2021	750	DD6162	MULKERNS, CHRISTINE L	760.00	0.00	595.22	Cleared
12/15/2021	750	DD6163	SHERMAN, GREGG A	195.00	0.00	171.79	Cleared
12/15/2021	750	DD6164	SWIFT-ECKERT, TERESA M	552.00	0.00	491.39	Cleared
12/15/2021	750	DD6165	TUPPER, VICTORIA	382.50	0.00	336.98	Cleared
12/15/2021	750	DD6166	WILSON, CHAD W	904.28	0.00	746.70	Cleared
12/15/2021	750	DD6167	ZINGER, ADAM	743.20	0.00	507.61	Cleared
12/15/2021	750	EFT688	FEDERAL 941	2,973.34	2,973.34	0.00	Open
12/08/2021	750	23260	MISDU	169.88	169.88	0.00	Open
12/08/2021	750	DD6133	BEAM, JOHN	1,096.15	0.00	719.21	Cleared
12/08/2021	750	DD6134	DUNCAN, JENNIFER	932.69	0.00	698.62	Cleared
12/08/2021	750	DD6135	FIEBIG, KATHY	167.31	0.00	147.39	Cleared
12/08/2021	750	DD6136	FLACHS, MICHAEL J	745.21	0.00	447.96	Cleared
12/08/2021	750	DD6137	HIGGINS, JERALD J	306.00	0.00	262.44	Cleared
12/08/2021	750	DD6138	LOCKHART, PEPPER L	1,756.59	0.00	1,267.49	Cleared
12/08/2021	750	DD6139	MARTIN, DALE	948.54	0.00	585.35	Cleared
12/08/2021	750	DD6140	MCCLURE, PATRICK K	1,055.36	0.00	770.49	Cleared
12/08/2021	750	DD6141	MOMA, DUSTIN L	1,394.23	0.00	1,036.04	Cleared
12/08/2021	750	DD6142	MUCZYNSKI, PATRICK	1,035.20	0.00	683.27	Cleared
12/08/2021	750	DD6143	MULKERNS, CHRISTINE L	760.00	0.00	595.20	Cleared

Check Register Report For City Of Evert
For Check Dates 12/07/2021 to 12/20/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/08/2021	750	DD6144	SWIFT-ECKERT, TERESA M	465.75	0.00	422.34	Cleared
12/08/2021	750	DD6145	TUPPER, VICTORIA	275.10	0.00	242.37	Cleared
12/08/2021	750	DD6146	WILSON, CHAD W	904.28	0.00	746.70	Cleared
12/08/2021	750	DD6147	ZINGER, ADAM	856.43	0.00	594.01	Cleared
12/08/2021	750	EFT685	FEDERAL 941	2,786.32	2,786.32	0.00	Open
Totals:				32,291.86	6,099.42	19,072.72	
Total Physical Checks:			2				
Total Check Stubs:			33				

WHITE LAW OFFICE P.L.C.

JAMES R. WHITE
ATTORNEY AT LAW

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

Legal Assistants:
Nadine A. White
Shannon H. Myers

Phone: (231)734-3531 -- Fax: (231)683-4772

E-mail: jwhite@whitelawoffice.net

CITY OF EVART City Attorney Report

November 15, 2021 – December 15, 2021

Working with 6251, through Loren Andrulis, regarding a real property purchase from the City of Evart. Includes title searching, back to the 1980's to determine the City purchase from CSX and reviewing legal descriptions. 2.75 hr

Research various matters regarding Lume and their subsidiaries. This includes the land purchase of Lot 1, Evart Air Industrial Park, as well as the land swap, with the City, regarding trail property. This research included zoning issues, review of surveys and legal descriptions, and document review regarding the transactions. 4.75 hr.

Work on condemnation of properties within the City of Evart, including researching the City Ordinances and State Codes, as well as determining the proper ownership of the properties and drafting of letters, to the owners of the properties. 3.0 hr

Review contracts of the City Manager and Chief of Police .75 hr

Research Ballot proposal, to amend the City Charter, regarding City Clerk, including research and telephone conferences with other City Attorneys. 2.5 hr

Research various zoning issues, including Special Use issues 1.0

Work with City Clerk on getting files updated on the City Ordinances and Resolutions, including reviewing the documents and organizing files 2.25 hr.

Total Hours: 17



Pepper Lockhart
Office of the City Manager

Monthly Report
November 2021

CDBG Grant

The City will be meeting with John Tanner and the MEDC staff to go over why we did not receive the CBDG grant. The next round of funding will be late January early February and we want to ensure we do what they request to be able to receive this. We will be meeting the first week of January.

Surplus Properties

We currently have several inquiries to these parcels. More discussion moving forward.

Treasury and Finance Department

Finance Director Duncan is working on the new budget and the new chart of account standards.

The winter taxes were mailed December 1.

Health insurance options have been given to employees and will be completed December 20th.

Assessing Department

The City's Board of Review met on December 14th to approve principle residence and poverty exemptions.

Police Department

We are completing the community resource officer position and should have someone in place in January. Teresa was asked to be on a panel for LERMA, (Law Enforcement Records Management Association) a group that consists of departments around the state of Michigan. Teresa currently works with the Watchguard system and will be helping Lake County to learn how to use it. Chief has been installing more cameras and we have several installed at the Depot now. The bridge cameras are working, and the picture quality is very good.

Department of Public Works and Water & Sewer Department

Meter replacement project is still underway, we are still waiting for the shipment of some of the commercial and industrial meters to arrive. SLC Meters will be installing all commercial and industrial meters with city staff assistance. City staff has been not only installing meters but fixing problems along the way.

Parks & Recreation

We are working on the job description for the park host. We will need to look at the utilities to make sure they are safe and available.

Airport

We are researching options to clear the end of the runway. We have received a quote from C&S and Dustin is working on a couple other options to bring to the first January meeting.

The expansion of hangars, fuel and airport maintenance is still being considered. This project is still being considered under private funding.

Misc.

I have spoke with ZP 6251, LLC regarding our development agreement. I will be meeting with them in January as well.

Planning Commission

The Commission will meet on December 27, 2021 at 5:30 pm. The commission is currently reviewing and making suggestions to update the Master Land Use Plan. Now that we have hired Williams & Works discussion will be to move forward. Sean Duffy and I have signed up to take Citizen Planner.

DPW/ Sewer & Water Communications

November 2021

Streets

- Patched potholes
- Street light maintenance
- Street sign maintenance
- Cleaned gutter pans/storm drains

DPW

- Bagged leaf run
- Hauled brush
- City-wide leaf pick up
- Truck/Equipment maintenance
- Mower maintenance
- Weed whipped/mowed at WWTP and around Well Houses
- Repairs to Salt Barn
- Removal of tree stumps from storm
- Separating, piling brush, hauling wood from Cemetery
- Prepped for and hung lights on bridge
- Worked on street lights in preparation for Christmas decorations

Misc.

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

Airport

- Monthly light test
- Swept runway
- Removed weeds from runway

Parks

- Winterize Riverside East Campground

Water

- Collected samples for drinking water wells
- Completed the Monthly Operating Report (MOR)
- Filled day tanks
- 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
- Repairs/Maintenance on pumps at Well 1, 2, 3, 4, 6 and 14
- 384 new meters installed to date

Sewer

- Jetted sewer line at WWTP
- Jetted sewer main line on 800 block of N. Cedar
- Worked on ferric chloride pump at WWTP
- Maintenance on aerators in N. primary pond

Current Water/Sewer Rates

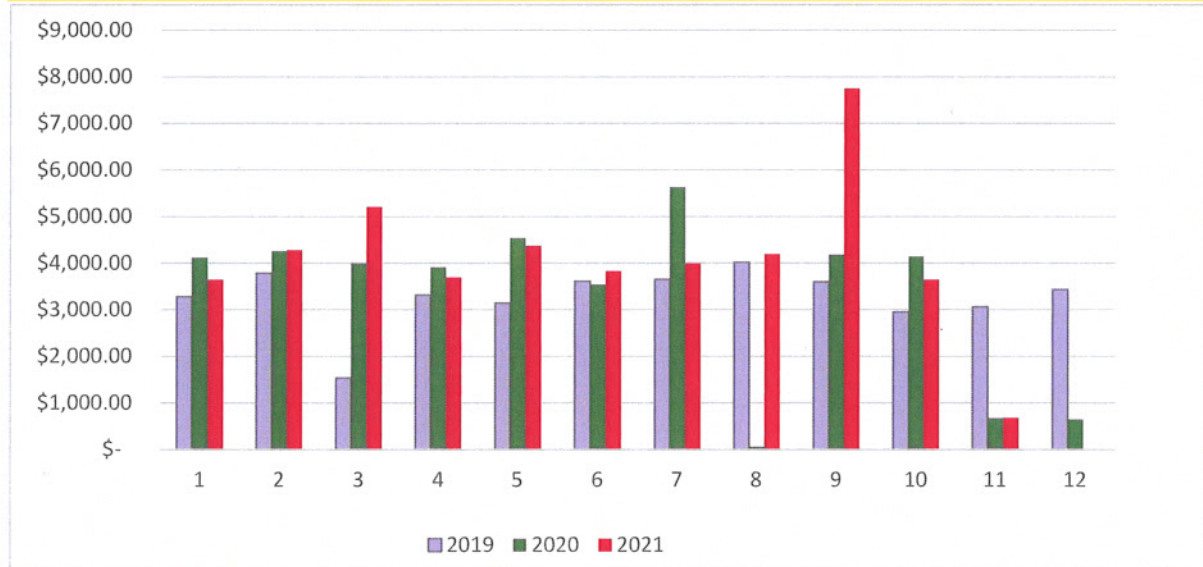
- Water Rates: \$4.82/1000 gallons
- Sewer Rates: \$9.74/1000 gallons
- Water RTS Fee: \$6.50
- Sewer RTS Fee: \$14.00

ELECTRIC COMPARISON REVIEW FOR NOVEMBER 2020-2021

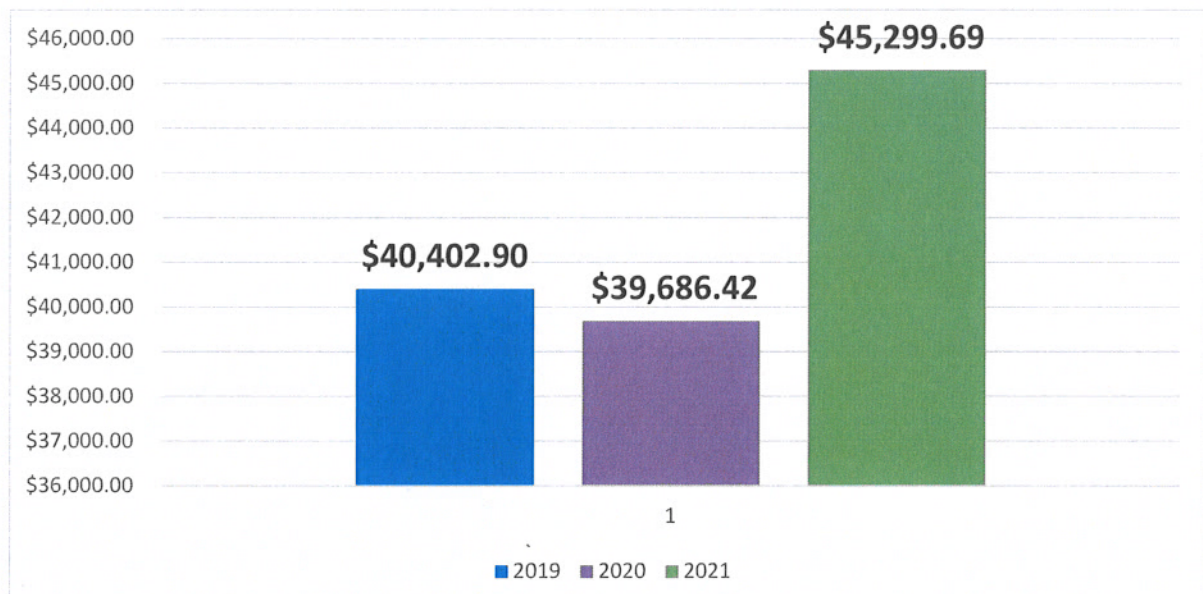
	WATER	SEWER
2020	\$ 7,168.03	\$ 674.77
2021	\$ 292.35	\$ 685.32
DIFFERENCE/SAVINGS	\$6,875.68	\$10.55

3 Nov Bills paid in Dec.

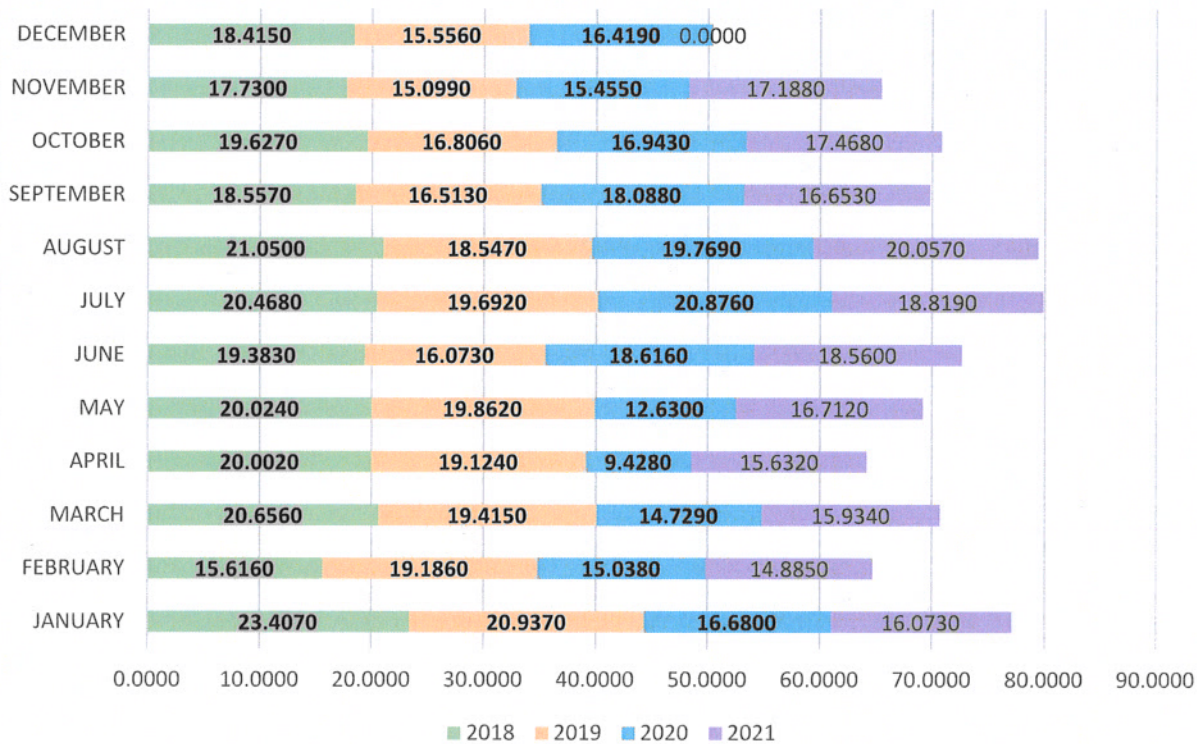
SEWER ELECTRIC COST COMPARED TO PRIOR TWO YEARS (MONTH BY MONTH)



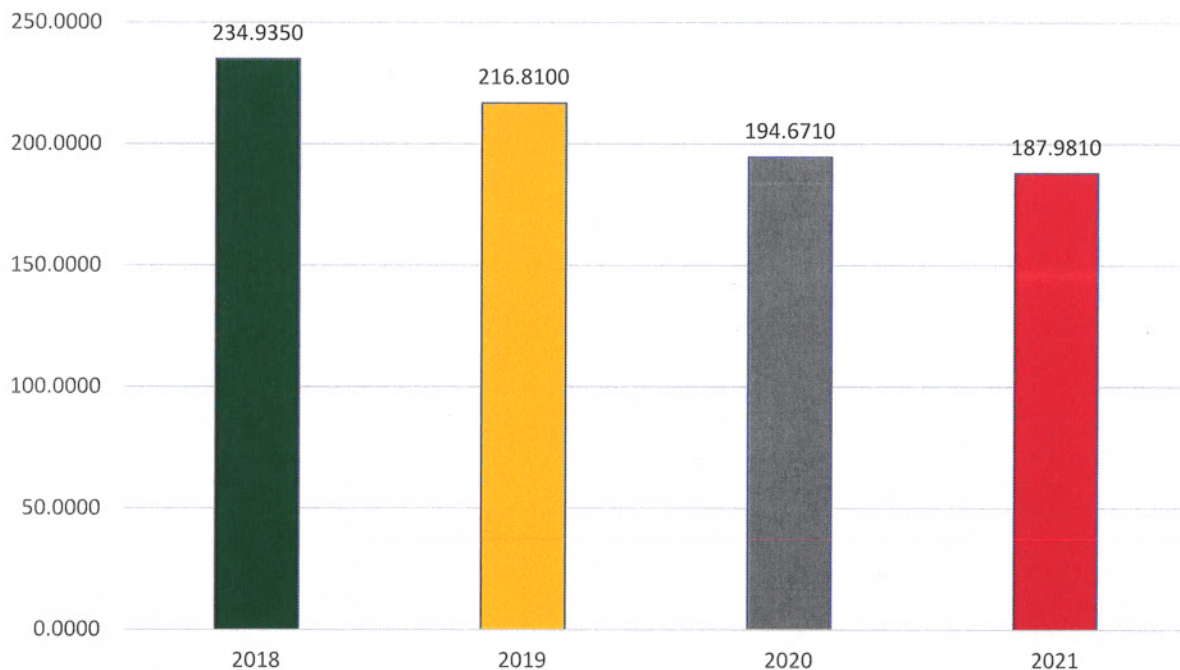
SEWER ELECTRIC COST (CURRENT MONTHS USAGE COMPARED TO PAST ANNUAL COSTS)



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)





Evart Police Department

Monthly Report

November 2021

Community Events

The Evart Police Department did not participate in any community events during the month of November.

Trainings

The Evart Police Department did not attend any trainings during the month of November.

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

Activities Report

TOTAL ACTIVITIES

OFFICER

TOTAL ACTIVITIES

Beam, John Jr.

25

Higgins, JJ

100

McClure, Patrick

96

Wilson, Chad

199

TOTAL:

420

ARRESTS

OFFICER

NUMBER OF ARRESTS

Higgins, JJ	0
Beam, John Jr.	0
McClure, Patrick	4
Wilson, Chad	1
TOTAL:	5

ASSISTS	
AGENCY	NUMBER OF ASSISTS
Assist Citizen	8
Assist DHS	2
Assist OCSD	1
TOTAL:	11

ACCIDENTS		
TYPE	NUMBER OF ACCIDENTS	
Accident - Hit and Run	1	
Accident - PD	1	
Accident - PI	1	
Accident - Private Property	4	
TOTAL:	7	

TRAFFIC VIOLATIONS			
OFFICER	Traffic Complaint/Hazard	Traffic Stop Citation	Traffic Stop Verbal Warning
Beam, John Jr.	1	0	0
Higgins, JJ	1	0	0
McClure, Patrick	1	7	8

Wilson, Chad	3	0	10
TOTAL:	6	7	18

ORDINANCE VIOLATIONS		
OFFICER	ORDINANCE VIOLATIONS	ORDINANACE COUNT
Wilson, Chad	Ordinance Violation - Warning	14
TOTAL:		14

Activity Breakout by Officer

Name	Activity	Activity Count
Beam, John Jr.	Accident - Private Property	1
	Assist Citizen	1
	Follow-Up	5
	Property Check	16
	Suspicious Situation	1
	Traffic Complaint/Hazard	1
Activity Categories Total Count:		25
Higgins, JJ	Assist Citizen	7
	Assist DHS	1
	Attempt to Locate	2
	Civil Complaint	1
	Follow-Up	11
	Parking Citation	1
	Property Check	62
	Public Relation Event	1
	Runaway	3
	Stationary Radar	8
	Traffic Complaint/Hazard	1

	Training	2
Activity Categories Total Count:		100
McClure, Patrick	Accident - PI	1
	Assist Citizen	2
	Civil Complaint	3
	Domestic	1
	Follow-Up	6
	Misdemeanor Arrest	4
	Property Check	39
	Stationary Radar	23
	Traffic Complaint/Hazard	1
	Traffic Stop Citation	6
	Traffic Stop Verbal Warning	8
	Training	1
	Warrant Attempt	1
Activity Categories Total Count:		96
Wilson, Chad	Accident - Hit and Run	1
	Accident - PD	1
	Accident - Private Property	3
	Alarm	1
	Animal Complaint	1
	Assist Citizen	2
	Assist DHS	1
	Assist OCSD	1
	Check Well Being	2
	Civil Complaint	3
	Criminal Sexual Conduct	1
	Domestic	1

	Follow-Up	45
	Fraud	1
	Harassment	1
	Juvenile Complaint	1
	Larceny	1
	MDOP	1
	Misdemeanor Arrest	3
	Ordinance Violation - Warning	15
	Property Check	64
	Retail Fraud	2
	Runaway	1
	Stationary Radar	26
	Suspicious Person	2
	Suspicious Situation	4
	Suspicious Vehicle	1
	Traffic Complaint/Hazard	3
	Traffic Stop Verbal Warning	10
Activity Categories Total Count:		199

Name	Activity	Activity Count
Beam, John Jr.	Accident - Private Property	1
	Assist Citizen	1
	Follow-Up	5
	Property Check	16
	Suspicious Situation	1
	Traffic Complaint/Hazard	1
Activity Categories Total Count:		25

Higgins, JJ	Assist Citizen	7
	Assist DHS	1
	Attempt to Locate	2
	Civil Complaint	1
	Follow-Up	11
	Parking Citation	1
	Property Check	62
	Public Relation Event	1
	Runaway	3
	Stationary Radar	8
	Traffic Complaint/Hazard	1
	Training	2
Activity Categories Total Count:		100
McClure, Patrick	Accident - PI	1
	Assist Citizen	2
	Civil Complaint	3
	Domestic	1
	Follow-Up	6
	Misdemeanor Arrest	4
	Property Check	39
	Stationary Radar	23
	Traffic Complaint/Hazard	1
	Traffic Stop Citation	6
	Traffic Stop Verbal Warning	8
	Training	1
	Warrant Attempt	1
Activity Categories Total Count:		96
Wilson, Chad	Accident - Hit and Run	1

Accident - PD	1
Accident - Private Property	3
Alarm	1
Animal Complaint	1
Assist Citizen	2
Assist DHS	1
Assist OCSD	1
Check Well Being	2
Civil Complaint	3
Criminal Sexual Conduct	1
Domestic	1
Follow-Up	45
Fraud	1
Harassment	1
Juvenile Complaint	1
Larceny	1
MDOP	1
Misdemeanor Arrest	3
Ordinance Violation - Warning	15
Property Check	64
Retail Fraud	2
Runaway	1
Stationary Radar	26
Suspicious Person	2
Suspicious Situation	4
Suspicious Vehicle	1
Traffic Complaint/Hazard	3
Traffic Stop Verbal Warning	10

Activity Categories Total Count:	199
----------------------------------	-----



EVART DOWNTOWN DEVELOPMENT AUTHORITY
Tuesday December 14th, 2021 8:00 AM
200 South Main Street; Evart, MI 49631
BOARD MEETING AGENDA



1. Call Meeting to Order
2. Attendance
3. Introduction of Guests
4. Citizen Comments
5. Approval of Agenda
6. Approval of November 10, 2021 Regular Meeting Minutes
7. Approval of Vendor List for November 2021
8. President's Comments
9. Director's Comments
10. City Manager's Comments
11. Committee Updates
 - Economic Vitality
 - a. Farmers Market
 - b. Pop-Up
 - c. Business Recruitment Primer
 - Design
 - a. SBEI
 - b. Benches/Bike Racks (2)
 - c. Way Finding Signage (paused)
 - Promotion
 - a. Shop Local
 - Organization
 - a. Board Recruiting
 - b. Volunteers
13. Old Business
 - a. Development Plan and Tax Increment Financing Plan
 - b. Director Search Committee
 - c. Trails Magazine
14. New Business

a.

b.

15. Citizen's Comments

16. Adjournment



EVART DOWNTOWN DEVELOPMENT AUTHORITY

Wednesday November 10th, 2021 8:00 AM

200 South Main Street; Evart, MI 49631

BOARD MEETING MINUTES



1. Meeting called to order by Bengry at 8:03am
2. Attendance: Alan Bengry, Molly Cataldo, Lynn Salinas, June-Marie Essner, Shannon Schmidt, Erica Henry, Sandy Szeliga, Pepper Lockhart
Absent: Jason O'Dell
3. Guests: Angela Hunter
4. Citizen Comments: None
5. Moved by Salinas, Supported by Essner for approval of Agenda with the addition of item C in New Business: Audit report.
Ayes: 8 Nays: 0 Result: Carried
6. Moved by Cataldo, supported by Salinas for approval of October 12, 2021 Regular Meeting Minutes.
Ayes: 8 Nays: 0 Result: Carried
7. Approval of Vendor List for September 2021 and October 2021:
Moved by Cataldo, supported by Schmidt to approve the September 2021 Vendor list in the amount of \$564.60 and the October 2021 Vendor list in the amount of \$676.38. Essner Abstained.
Ayes: 7 Nays: 0 Abstain: 1 Result: Carried
8. President's Comments: 2021 MCACA Grant complete and final disbursement will arrive soon. 2022 MCACA Grant award is \$2,250. MCACA grant recipient requirements discussed. Joint meeting with the Planning Commission, City Council, the Chamber of Commerce and the DDA Board of Directors went well. Another will be scheduled for January with additional invitations to the Interim Housing Commission Director and representatives from the school system to join us, as well.
9. Director's Comments: No report
10. City Manager's Comments: No Report
11. Committee Updates

Economic Vitality

- a. Farmers Market: See Report. Additional information from Market Manger: \$4,035 Vendor fees collected for the season. Manager is working with Prescription for Health to receive food vouchers. Manager will be attending the Food Access meeting for MIFMA. Discussion on how to get the word out about the food assistance programs offered at the market.
- b. Pop-Up: Leased for December
- c. Business Recruitment Primer: Lockhart has a meeting with the Assessor and will discuss what is still needed.

Design

- a. SBEI
- b. Benches/Bike Racks: Paused for SBEI completion.
- c. Way Finding Signage: Paused for SBEI completion.

Promotion

- a. Shop Local: Salinas applied for the Shop Small Neighborhood Champion. 2022 will be Evert's Sesquicentennial. Schmidt presented some signage ideas to promote Downtown.

Organization

- a. Board Recruiting: No action at this time
- b. Volunteers

13. Old Business

- a. Development Plan and Tax Increment Financing Plan
- b. Director Search: An offer has been made for the DDA Director position.
- c. Initiate Small Business Training Series Fall 2021 Cohort: Last training is this month.
- d. Evert Christmas Market: This is not happening this year. More time is needed to plan this project.

14. New Business

- a. Trails Magazine: Move to old business.
- b. Shop Small Initiative: Discussed earlier during promotion regarding Shop Small Business Saturday.
- c. Audit report: Reviewed report from the Audit. No action needed.

15. Citizen's Comments

16. Motion made by Cataldo, supported by Schmidt to adjourn.
Ayes: 8 Nays: 0 Result: Carried

Respectfully submitted, June-Marie Essner, secretary

12/07/2021 09:35 AM
User: JENNIE
DB: City Of Evart

BANK RECONCILIATION FOR CITY OF EVART
Bank 248 (EVART DDA MAIN CHECKING)
FROM 11/01/2021 TO 11/30/2021
Reconciliation Record ID: 1225
Finalized

Page 1/1

Beginning GL Balance:	58,771.48
Less: Cash Disbursements	(152.00)
Add: Journal Entries/Other	39,752.78

Ending GL Balance: 98,372.26

Ending Bank Balance: 98,428.59

Add: Deposits in Transit	
11/2 K.JORDAN - FRAUDULENT EXPENSE-DISPUTE FILED BY LYNN	475.21

Less: Outstanding Checks

AP Checks

Check Date	Check Number	Name	Amount
01/07/2020	5591	EVART PHARMACY	25.00
04/16/2020	5596	7TH STREET COFFEE CO	41.00

Payroll Checks

Check Date	Check Number	Name	Amount
12/17/2019	5589	STATE OF MICHIGAN	141.36
06/30/2020	5604	VANGAURD GROUP	324.18

Total - 4 Outstanding Checks:	531.54
Adjusted Bank Balance	98,372.26
Unreconciled Difference:	0.00

REVIEWED BY:



DATE:

12/7/21

THE HUNTINGTON NATIONAL BANK
PO BOX 1558 EA1W37
COLUMBUS OH 43216-1558



248

EVART DDA
PO BOX 668
EVART MI 49631-0668

Have a Question or Concern?

Stop by your nearest
Huntington office or
contact us at:

1-800-480-2001

www.huntington.com/
businessresources

Huntington Public Funds Hybrid Checking

Account: -----1020

Statement Activity From: 11/01/21 to 11/30/21		Beginning Balance	\$59,367.92
		Credits (+)	40,043.34
		Regular Deposits	40,042.84
		Interest Earned	0.50
Days in Statement Period	30	Debits (-)	982.67
Average Ledger Balance*	77,279.57	Regular Checks Paid	216.90
Average Collected Balance*	75,937.14	Electronic Withdrawals	695.78
		Other Debits	69.99
		Ending Balance	\$98,428.59

* The above balances correspond to the
service charge cycle for this account.

Deposits (+)

Account: -----1020

Date	Amount	Serial #	Type	Date	Amount	Serial #	Type
11/17	39,812.84	173589080	Brch/ATM	11/24	230.00	173589082	Brch/ATM

Other Credits (+)

Account: -----1020

Date	Amount	Description
11/15	0.50	INTEREST PAYMENT

Checks (-)

Account: -----1020

Date	Amount	Check #	Date	Amount	Check #
11/12	64.90	5660	11/10	150.00	5662
11/17	2.00	5661			

(*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

Other Debits (-)

Account: -----1020

Date	Amount	Description
11/01	19.99	PURCHASE DRI*GALLUP DRI*GALLUP 18885256117 MN XXXXXXXXXXXXX3457
11/02	475.21	K.Jordan ACHPAYMENT 211029 2083647842B2J

248-395-955
fraudulent expense - Lynn filed dispute w/ bank

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.

The Huntington National Bank is Member FDIC. ®, Huntington® and 24-Hour Grace® are federally registered service marks of Huntington Bancshares Incorporated. The 24-Hour Grace® system and method is patented: US Pat. No. 8,364,581, 8,781,955, 10,475,118, and others pending. ©2021 Huntington Bancshares Incorporated.

**Other Debits (-)****Account:-----1020**

Date	Amount	Description
11/09	50.00	PURCHASE MAESTROCM MAESTROCM 2173916094 IL XXXXXXXXXXXXX5551
11/15	20.73	CITY OF EVART UTIL BILL 211111 06890-001
11/17	32.92	CONSUMERS ENERGY ENERGYBILL 211116 103036764720
11/24	132.70	VERIZON WIRELESS PAYMENTS 211124 044221717200001
11/30	34.22	DTE Energy 800477474 211129

Balance Activity**Account:-----1020**

Date	Balance	Date	Balance	Date	Balance
10/31	59,367.92	11/10	58,672.72	11/24	98,462.81
11/01	59,347.93	11/12	58,607.82	11/30	98,428.59
11/02	58,872.72	11/15	58,587.59		
11/09	58,822.72	11/17	98,365.51		

In the Event of Errors or Questions Concerning Electronic Fund Transfers (electronic deposits, withdrawals, transfers, payments, or purchases), please call either 1-614-480-2001 or call toll free 1-800-480-2001, or write to The Huntington National Bank Research - EA4W61, P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

Verification of Electronic Deposits If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

Balancing Your Statement - For your convenience, a balancing page is available on our web site <https://www.huntington.com/pdf/balancing.pdf> and also available on Huntington Business Online.

Deposits - Name	Purpose	Account	Amount	Check #	Date	Deposit Date
Local Community Stabilization Authority	2021 LCSA Distribution	248-395-573-0000	39812.84	141295	10/25/2021	11/17/2021
Lowell Area Arts Council	MCACA Mini Grant Final Payment	248-395-685-811	\$230.00	17304	11/15/2021	11/24/2021
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
		248-395-				
	Total for Month		40042.84			

12/06/2021 12:01 PM

User: JENNIE

DB: City Of Evart

BANK RECONCILIATION FOR CITY OF EVART
Bank 249 (EVART DDA MONEY MARKET ACCOUNT)
FROM 11/01/2021 TO 11/30/2021
Reconciliation Record ID: 1226
Finalized

Page 1/1

Beginning GL Balance:	116,220.06
Add: Journal Entries/Other	0.98
<hr/>	
Ending GL Balance:	116,221.04
Ending Bank Balance:	116,221.04
Add: Deposits in Transit	0.00
Less: Outstanding Checks	
Total - 0 Outstanding Checks:	
Adjusted Bank Balance	116,221.04
Unreconciled Difference:	0.00

REVIEWED BY:



DATE:

12/6/21

THE HUNTINGTON NATIONAL BANK
PO BOX 1558 EA1W37
COLUMBUS OH 43216-1558



249
EVART DDA
PO BOX 668
EVART MI 49631-0668

Have a Question or Concern?

Stop by your nearest
Huntington office or
contact us at:

1-800-480-2001

[www.huntington.com/
businessresources](http://www.huntington.com/businessresources)

Huntington Public Funds Hybrid Checking

Account: -----0801

Statement Activity From: 11/01/21 to 11/30/21		Beginning Balance	\$116,220.06
		Credits (+)	0.98
		Interest Earned	0.98
Days in Statement Period		Ending Balance	\$116,221.04
30			
Average Ledger Balance*	116,220.55		
Average Collected Balance*	116,220.55		
* The above balances correspond to the service charge cycle for this account.			

Other Credits (+)

Account:-----0801

Date	Amount	Description
11/15	0.98	INTEREST PAYMENT

Balance Activity

Account:-----0801

Date	Balance	Date	Balance	Date	Balance
10/31	116,220.06	11/15	116,221.04		


In the Event of Errors or Questions Concerning Electronic Fund Transfers (electronic deposits, withdrawals, transfers, payments, or purchases), please call either 1-614-480-2001 or call toll free 1-800-480-2001, or write to The Huntington National Bank Research - EA4W61, P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

Verification of Electronic Deposits If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

Balancing Your Statement - For your convenience, a balancing page is available on our web site <https://www.huntington.com/pdf/balancing.pdf> and also available on Huntington Business Online.

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.

The Huntington National Bank is Member FDIC. ®, Huntington® and 24-Hour Grace® are federally registered service marks of Huntington Bancshares Incorporated. The 24-Hour Grace® system and method is patented: US Pat. No. 8,364,581, 8,781,955, 10,475,118, and others pending. ©2021 Huntington Bancshares Incorporated.

12/07/2021 09:57 AM
User: JENNIE
DB: City Of Evart

BANK RECONCILIATION FOR CITY OF EVART
Bank 551 (FARMERS MARKET)
FROM 11/01/2021 TO 11/30/2021
Reconciliation Record ID: 1227
Finalized

Page 1/1

Beginning GL Balance:	5,624.67
Add: Journal Entries/Other	1,037.00
	<hr/>

Ending GL Balance:	6,661.67
--------------------	----------

Ending Bank Balance:	4,545.46
----------------------	----------

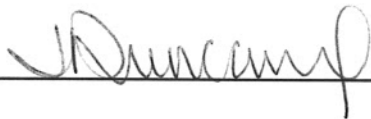
Add: Deposits in Transit

DIFFERENCE OF CHECK 2165	(0.04)
TO MOVE 250 CKS TO 551 (JULY 2021)	2,125.00
TO MOVE 250 CKS TO 551 (AUG 2021)	24.00
ACH ORIGINATION FEES - TO BE RETURNED IN DEC 2021	30.00
BUSINESS ONLINE SERVICE FEES-TO BE RETURNED DEC 2021	2.25
	<hr/>
	2,181.21

Less: Outstanding Checks

AP Checks				
Check Date	Check Number	Name		Amount
08/18/2021	2191	CUSHMAN, JINNIFER		12.00
09/01/2021	2208	LOWES, TIFFANY		4.00
09/17/2021	2213	CUSHMAN, JINNIFER		6.00
09/29/2021	2220	JOHNSTON, AMANDA		43.00
Total - 4 Outstanding Checks:				65.00
Adjusted Bank Balance				6,661.67
Unreconciled Difference:				0.00

REVIEWED BY:



DATE:

12/7/21

THE HUNTINGTON NATIONAL BANK
PO BOX 1558 EA1W37
COLUMBUS OH 43216-1558



551

EVART DDA
FARMERS MARKET
PO BOX 668
EVART MI 49631-0668

Have a Question or Concern?

Stop by your nearest
Huntington office or
contact us at:

1-800-480-2001

www.huntington.com/
businessresources

Huntington Public Funds Economy Checking

Account: -----9088

Statement Activity From: 11/01/21 to 11/30/21		Beginning Balance	\$3,730.71
		Credits (+)	1,037.00
		Regular Deposits	732.00
		Electronic Deposits	305.00
		Debits (-)	190.00
		Regular Checks Paid	190.00
		Total Service Charges (-)	32.25
		Ending Balance	\$4,545.46
Days in Statement Period	30		
Average Ledger Balance*	4,037.74		
Average Collected Balance*	4,013.34		

* The above balances correspond to the service charge cycle for this account.

Deposits (+)

Account: -----9088

Date	Amount	Serial #	Type	Date	Amount	Serial #	Type
11/15	732.00	172987586	Brch/ATM				

Other Credits (+)

Account: -----9088

Date	Amount	Description
11/19	305.00	STATEOFMICHIGAN PMT/REFUND 211116 202111161958121 NTE*220000116810*CV0038093*EVART DOWNTOWN DEVELOPMENT AUTHORI

Checks (-)

Account: -----9088

Date	Amount	Check #	Date	Amount	Check #
11/12	5.00	2221	11/01	185.00	2223*

(*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

Service Charge Detail

Account: -----9088

Date	Service Charge (-)	Waives and Discounts (+)	Description
11/15	30.00		ACH ORIGATION FEES
11/15	2.25		BUSINESS ONLINE SERVICE FEES

> 551-395-955
MISC. expense

Scott from Huntington waived fees 11/6/21

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.

The Huntington National Bank is Member FDIC. and 24-Hour Grace are federally registered service marks of Huntington Bancshares Incorporated. The 24-Hour Grace system and method is patented: US Pat. No. 8,364,581, 8,781,955, 10,475,118, and others pending. ©2021 Huntington Bancshares Incorporated.

**Service Charge Summary****Account:-----9088**

Previous Month Service Charges (-)	\$32.25
Total Service Charges (-)	\$32.25

Balance Activity**Account:-----9088**

Date	Balance	Date	Balance	Date	Balance
10/31	3,730.71	11/12	3,540.71	11/19	4,545.46
11/01	3,545.71	11/15	4,240.46		

In the Event of Errors or Questions Concerning Electronic Fund Transfers (electronic deposits, withdrawals, transfers, payments, or purchases), please call either 1-614-480-2001 or call toll free 1-800-480-2001, or write to The Huntington National Bank Research - EA4W61, P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

Verification of Electronic Deposits If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

Balancing Your Statement - For your convenience, a balancing page is available on our web site <https://www.huntington.com/pdf/balancing.pdf> and also available on Huntington Business Online.

MICHIGAN TRAILS MAGAZINE

2022

ADVERTISING SPACE RESERVATION AGREEMENT

BILLING INFORMATION

Business Name: _____

Billing Contact: _____

Address: _____ City: _____ Michigan, Zip: _____

Phone #: _____ Email: _____

Contact Person: _____ Phone #: _____ Website: _____

PRINT ADVERTISING POSITIONS AND RATES

TRAILBAZER – Full-Page Prime Positions:

<input type="checkbox"/> Back Cover	\$3,875	_____
<input type="checkbox"/> Inside Back Cover	\$3,575	_____
<input type="checkbox"/> Inside Front Cover (left side)	\$3,575	_____
<input type="checkbox"/> Inside Front Cover (right side)	\$3,575	_____
<input type="checkbox"/> First Inside Spread (pages 4 or 5)	\$3,575	_____
<input type="checkbox"/> Facing Table of Contents	\$3,575	_____
<input type="checkbox"/> Facing Introductory Article	\$3,475	_____
<input type="checkbox"/> Facing Feature Article	\$3,375	_____
<input type="checkbox"/> Facing Regional Trail Map Page	\$2,975	_____

TRAIL SPONSOR – Facing Specific Trail Map:

<input type="checkbox"/> Full Page (size: 8.5" x 10.75" Full Bleed)	\$2,725	_____
Map: _____		
<input type="checkbox"/> Half Page (size: 7.5" x 4.75" Horizontal)	\$1,450	_____
Map: _____		
<input type="checkbox"/> Quarter Page (size: 3.625" x 4.75" Vertical)	\$775	_____
Map: _____		
<input type="checkbox"/> Eighth Page (size: 3.625" x 2.25" Horizontal)	\$395	_____
Map: _____		

WEBSITE ADVERTISING: (Circle Selection)

LEADERBOARD AD – Top of Web Page

POSITION	12 MONTHS	6 MONTHS	3 MONTHS
Home Page	\$995	\$895	\$795
Primary Pages	\$495	\$425	\$395
Trail Pages	\$395	\$325	\$295
Web Page: _____			

BILLBOARD AD – Right Side of Web Page

POSITION	12 MONTHS	6 MONTHS	3 MONTHS
Home Page	\$795	\$695	\$595
Primary Pages	\$395	\$325	\$295
Trail Pages	\$295	\$225	\$195
Web Page: _____			

Trail Resource Guide Listing: \$99 (12 months) _____

Web Page: _____

TOTAL CONTRACT AMOUNT: _____

PRINT ADVERTISING SPECIFICATIONS AND POLICIES

RESERVATION DEADLINE FOR 2022 EDITION: February 18, 2022

ADVERTISING ARTWORK MATERIALS DEADLINE: March 4, 2022

TERMS: Payment due in full by April 22, 2022. Pay early and received a **5% discount** for payments received in full by February 18, 2022 or within 10 days of invoice date. Late payments subject to 18% interest.

PRINT ADVERTISING MATERIALS SPECIFICATIONS:

Advertising artwork supplied by client (or created by Rockford Advertising at hourly rate of \$50). All advertisements are four-color-process. All full page advertisements are full-bleed. Publication Trim Size: 8.5" x 10.75". Bleed: Add 1/8" (.125") bleed edge on all four sides.

ELECTRONIC FILES:

Michigan Trails Magazine is a "computer-to-plate" publication. Electronic files required for all advertisements. Artwork must be submitted as a "Press Quality PDF" file. All images must be 300 dpi resolution at 100% of size used in ad, CMYK mode. Electronic files should be emailed as attachment to: rpulver@RockfordAdvertising.com.

WEBSITE ADVERTISING SPECIFICATIONS AND POLICIES

RESERVATION DEADLINE: None. Ads placed within one week of acceptance of reservation agreement and receipt of ad artwork.

TERMS: Payment due in full within 30 days of invoice date. Late payments subject to 18% interest.

WEBSITE ADVERTISING ARTWORK SPECIFICATIONS:

- **Leaderboard** ad dimensions are 1450 pixels wide x 180 pixels high.
- **Billboard** ad dimensions are 522 pixels wide x 324 pixels high.
- Ad artwork must be in jpeg format with file size less than 30KB.
- Submit ad as email attachment to: rpulver@rockfordadvertising.com

ACCEPTANCE OF AGREEMENT:

Signature below indicates that client has read and accepted the above order, terms, conditions, billing and policies as stated in this agreement. Any changes must be in writing and accepted by Rockford Advertising.

Name (print): _____

Title: _____

Date: _____

Signature: _____

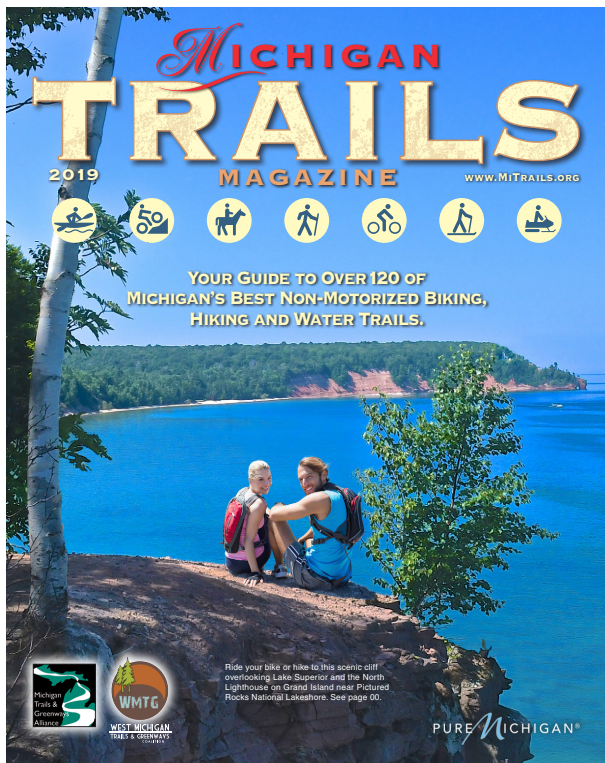
2020
Media Guide

**Do More
Business**

**with
the
Millions
of
People
who
Love**

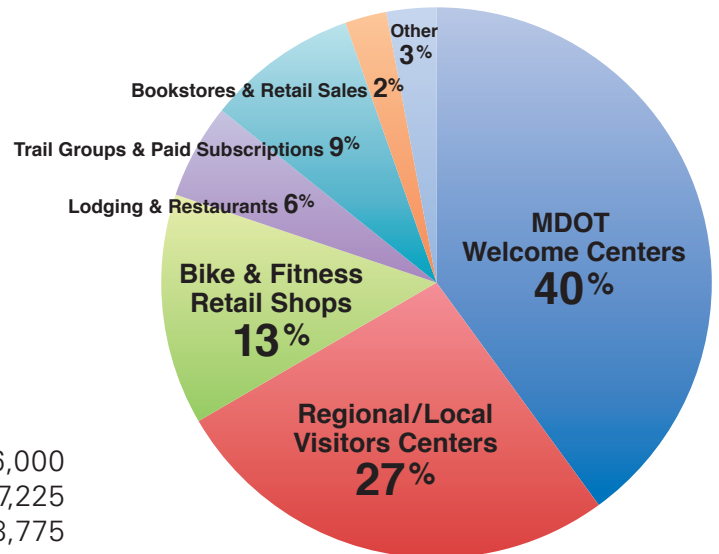
**Michigan
Trails**





Magazine Distribution & Demographics

Michigan Trails Magazine is published annually in mid April.



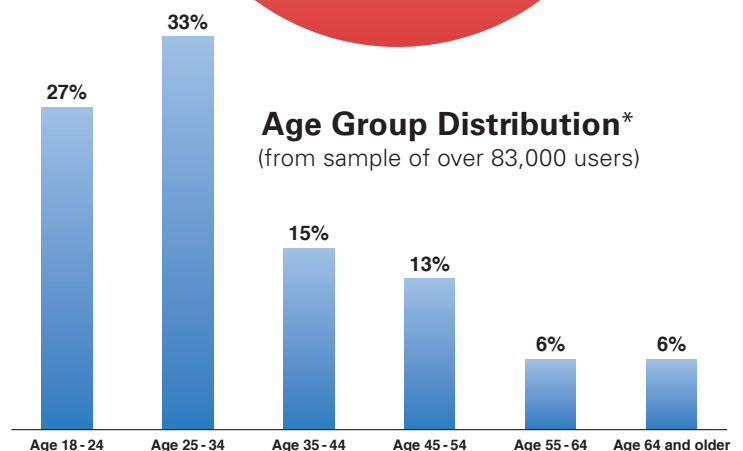
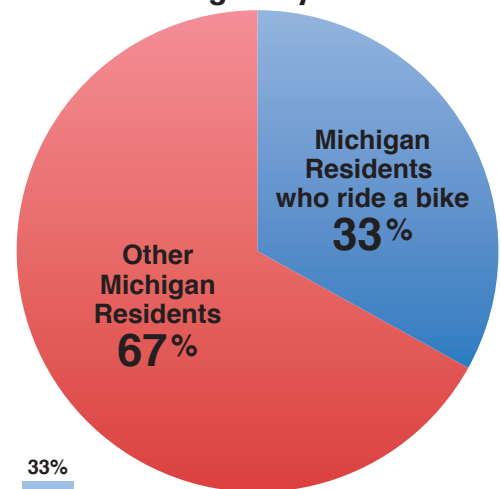
Magazine Distribution

MDOT Welcome Centers	26,000
Regional/Local Tourist Information Centers.....	17,225
Bike & Fitness Retail Shops	8,775
Lodging & Restaurants near the Trails	3,700
Trail Groups and Paid Subscriptions	5,775
Bookstores and Retail Sales.....	1,550
Other	1,925
Total Distribution	65,000

Over **3.2 Million** Michigan residents* ride a bike for recreation or transportation each year. **Running, hiking, rollerblading, equestrian and winter sports** account for a large percentage of trail use, but there have been no studies to quantify the specific number of users.

*Source: 2014 nationwide study conducted by *People For Bikes*

Michigan Cyclists



*Source: Google Analytics of *Michigan Trails* website.



MICHIGAN TRAILS

WEBSITE

MITRAILS.ORG

175,452
Pageviews

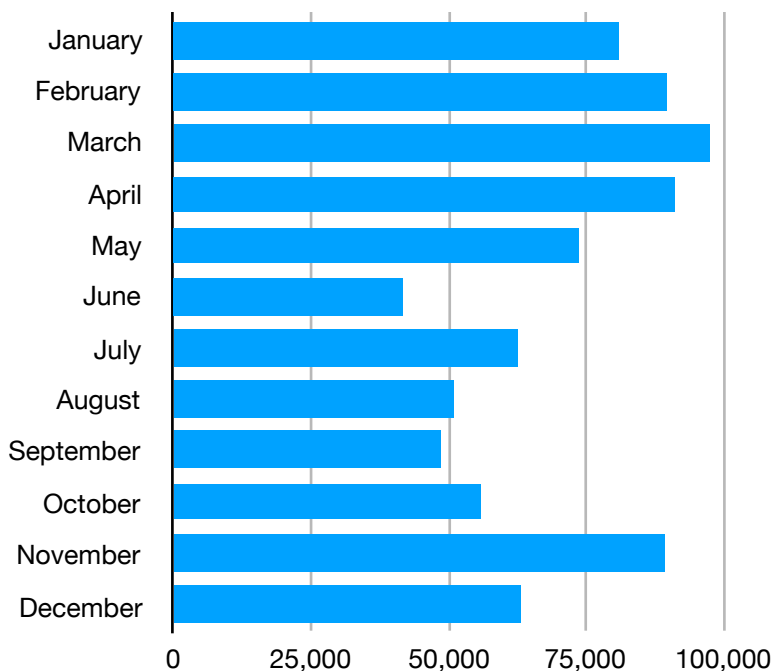
Year 11/1/2018 to 10/31/2019
Source: Google Analytics

Trail lovers everywhere use the Michigan Trails Magazine website MITRAILS.ORG to learn about their favorite trails. With maps, photographs and narrative for more than 100 of Michigan's best trails, many in addition to those in our Magazine, it is a popular and important website.

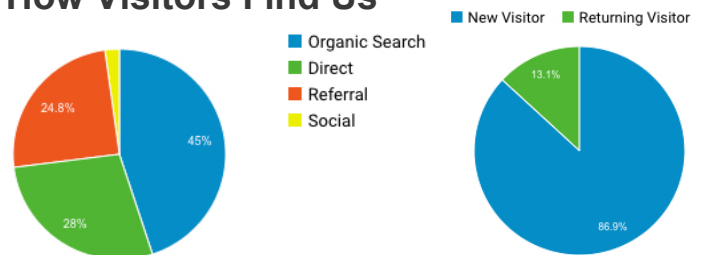
Your ad on the MITRAILS.ORG website is linked to "click through" to your organization's website each time someone clicks it. In 2018, our server tracked 844,509 click-throughs on our website advertisers ads. That's a lot of additional traffic and visibility for our advertisers.

People visit MITRAILS.ORG looking for information about the trails, and opportunities to enjoy businesses and services nearby. Put yourself in front of everyone with an ad on MITRAILS.ORG.

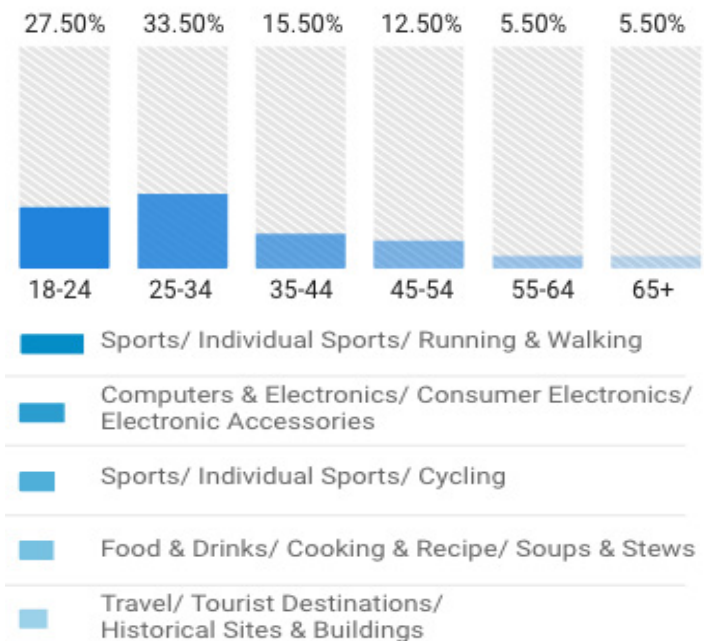
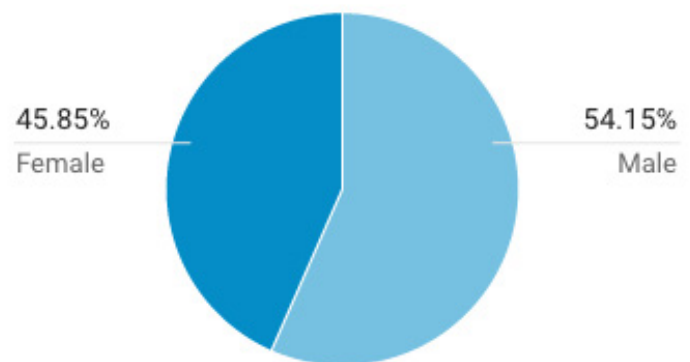
■ 2018 Ad Clicks



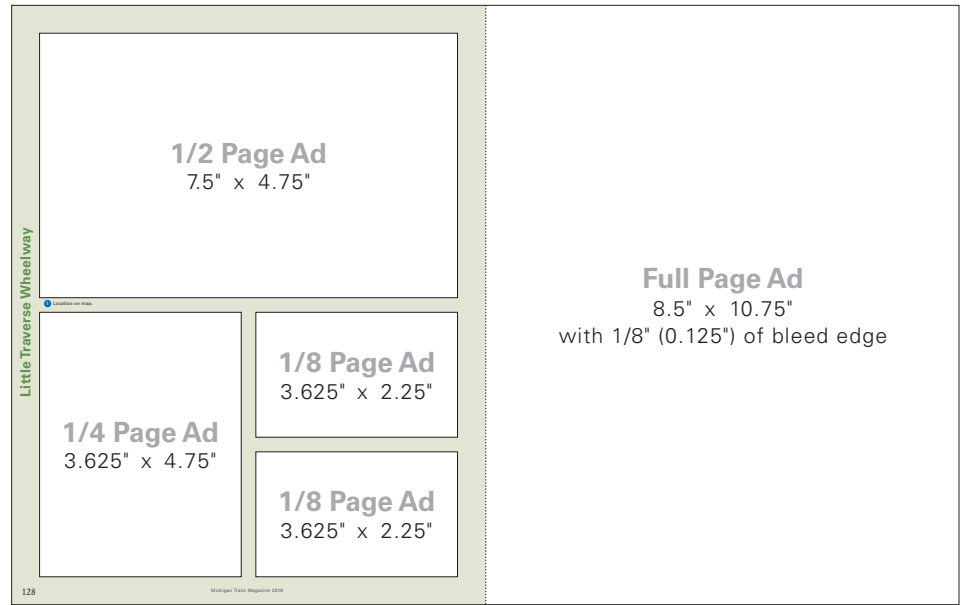
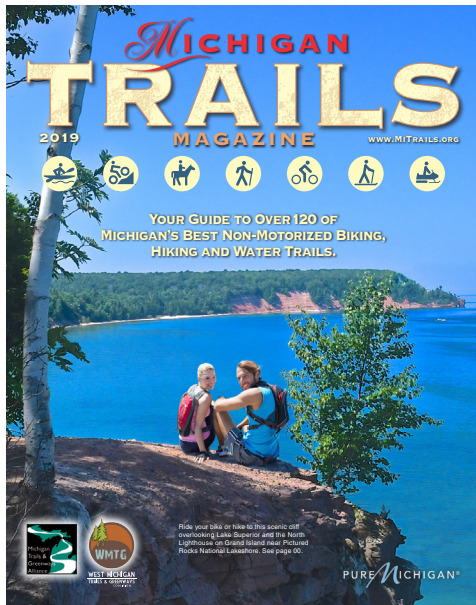
How Visitors Find Us



Visitor Gender, Age, Interests



Magazine Advertising Specifications



Advertisement Size Options and Dimensions

Reservation deadline for 2020 edition: February 15, 2020

Advertising artwork materials deadline: March 1, 2020

Print advertising materials specifications:

All advertisements are four-color-process. All full page advertisements are full-bleed. Publication Trim Size: 8.5" x 10.75". Add 1/8"

(.125") bleed edge on all four sides for full-page ads. Electronic files required for all advertisements. Artwork must be submitted as a "Press Quality PDF" file. All artwork and photos must be 300 dpi resolution at 100% of size used in ad, CMYK mode. Electronic files should be emailed as attachment to: rpulver@RockfordAdvertising.com.

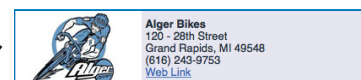
Website Advertising Specifications



Leaderboard Advertisement 1450 pixels wide x 180 pixels high
Displayed at the top of specified web page.



Billboard Advertisement
522 pixels wide x 324 pixels high
Displayed below slide show on specified web page.



Trail Resource Guide Listing
Includes logo or photo
150 pixels wide x 90 pixels high
plus business information and link to advertiser's web site.

Ad artwork must be in jpeg format with file size less than 30KB.
Submit ad as email attachment to: rpulver@rockfordadvertising.com

Michigan Trails Magazine is published by Rockford Advertising,
128 Courtland Street, Rockford, Michigan.
For advertising rates and information call (616) 866-2817
or visit: MiTrails.org

Evart Area Joint Fire Department

Fire Board Meeting

November 9, 2021 @ 4:30 PM

PLEDGE OF ALLEGIANCE

Meeting called to order by Chairman Hammer 4:40pm.

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

GUESTS: Shane Helmer, Jesse Hyden, Angie Cushman, Sarah Hyden.

Citizens Comments: None

MOTION BY CITY OF EVART 2ND BY SYLVAN to amend and approve the agenda as revised with the addition of new business #3 AFG Grant, #4 Audit, and #5 Building. MOTION PASSED.

MOTION BY OSCEOLA 2ND BY CITY OF EVART to approve the consent agenda with the approval of payment of bills, treasurers report, and October 19, 2021 regular meeting minutes. MOTION PASSED.

Monthly Bills totaling \$ with checks written #7116-7040 and payroll totaling \$2,488.63 with 18 checks written #7141-7158. General Checking - \$37,990.47 High Yield Savings \$297,227.21. Grand Total \$335,223.00.

OLD BUSINESS:

- 1. ENGINE 8 STATUS:** Shane stated that he received a update on the repairs of Engine 8, the email states that he would have it done within the next 2 weeks, and will deliver it to the dept when finished. Shane stated he would like to know what to do with this

truck since it is being replaced, Shane stated his thought would be to keep it and use it, as it will be updated and be in service and have an extra pump and use it as a 2nd response, and use the new truck for the 1st truck out.

2. **NEW TRUCK UPDATE:** Shane stated that the truck is a few weeks behind, and that he should have it completed around December 1st, and that it will be delivered and there will be a letter of acceptance that will be signed, and then there will be 8 hours of training on the new truck.
3. **MEETING ATTENDANCE:** Shane stated that he has asked the Assistant Chief's to attend the meetings starting in January. He is still able to attend the January meeting, but Feb, March, April and May will be the Asst Chief reporting.
4. **DRAFT BUDGET:** Shane stated that he did not have any major questions or changes. Will need to add \$12,000 for the county EMS as they will still be here through 2023.

NEW BUSINESS:

1. **PAID STAFF AT STATION:** Shane presented to the board a preliminary paid staff idea for the department. Shane explained that the truck checks, preplanning business, meeting training, etc. Shane said it can be cancelled at any time. Discussion was held.
2. **HOSE BED COVERS:** Engine 6 and 7 need hose bed covers replaced, and Shane discussed and presented a proposal.

MOTION BY CITY OF EVART, 2ND BY BANCROFT to purchase hose bed covers for both Engine 6 and 7 for \$. MOTION PASSED.

3. **AFG GRANT:** Shane explained that the department could benefit from applying for this grant because it can be used for multiple

upgrades or equipment. He stated that he would like to look into and apply for the grant.

MOTION BY CITY OF EVART, 2ND BY SYLVAN for Shane to go ahead and look into applying for the grant. MOTION PASSED.

- 4. AUDIT 2020-21:** Shane presented that Audit to the board to look over and approve. Shane stated that he did find one issue with wording, and would have that corrected. If the board would look over the draft, and then get back with him to get the true copy finalized.
- 5. BUILDING EXPANSION:** Shane stated the house next door has been sold, and not just rented. Discussion was held, about the possibility of acquiring the property and what the cost would be for the upgrade, and expansion of the property.

Fire Chief Report: None

Citizens Comments: None

Next Meeting: DECEMBER 14, 2021 AT 4:30PM

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

**MOTION BY SYLVAN, 2ND BY CITY OF EVART, to adjourn the meeting @ 5:50pm
MOTION PASSED.**

Angela Cushman

Administrative Assistant

Evart Area Joint Fire Department