



City Council

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

City of Evart
5814 100th Avenue
Evart, MI 49631
(231) 734-2181

Sarah Dvoracek
c: (231) 580-6516

www.evart.org

CITY OF EVART REGULAR COUNCIL MEETING AGENDA Monday, August 2, 2021 @ 8:00PM

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

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

1. Pledge of Allegiance
2. Call to Order: 8:00PM
3. Roll Call
4. Citizens' Comments – *limited to 3-4 minutes per individual*
5. Approval of Agenda
6. **Consent Agenda**
The purpose of the Consent Agenda is to expedite business by grouping non-controversial items together to be dealt with by one Board motion (roll-call vote) without discussion. Any person, whether Board Member, staff or public may ask that item be removed from the Consent Agenda to be placed elsewhere on the regular agenda for discussion. All such requests will be granted.
 - A. Regular Council Minutes – July 26, 2021
 - B. Vendor's List \$60,797.41
7. **Unfinished Business**
8. **New Business**
 - C. Requesting Approval of Installing Fiber at Airport and Wastewater Treatment Plant and entering a 36-month Contract with Point Broadband
 - D. Consumers Energy's Request to Amend the 2020 Emergency Commercial and Industrial Demand Response Customer Amendment
 - E. Requesting Approval of Social Media Management Contract – Savvy Media
 - F. Requesting Approval of Interim City Manager Employment Agreement
 - G. Attitude Wellness, LLC (aka Lume Cannabis) Renewal Marijuana Applications (Provisioning, Processor, Grow) Approve Conditionally until September 7, 2021
 - H. Offer to Purchase Lot 1 in Evart Industrial Park

9. Department/Informational Reports (No Action Needed)

- I. Accounts Payable Report (7/27/2021 – 8/2/2021)
- J. Payroll Reports (7/27/2021 – 8/2/2021)
- K. Revenue and Expense Report – July 2021

10. City Attorney Report/Comment

11. City Clerk Report/Comment

12. City Manager Report/Comment

- L. Depot Updates – FYI
- M. City Manager's Monthly Report – July 2021

13. Finance Director Report/Comment

14. Department of Public Works Report/Comment

15. Police Department Report/Comment

16. Downtown Development Authority Report/Comment

17. Evert Area Fire Department

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

19. Adjournment

**CITY OF EVART
REGULAR COUNCIL MEETING
Monday, July 26, 2021 @ 8:00pm
Depot, 200 S. Main Street**

Mayor Emerick led the assembly in the Pledge of Allegiance.

The meeting was called to order at 8:00pm by Mayor Chris Emerick.

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

Present (staff): City Manager Sarah Dvoracek, Finance Director/Treasurer Pepper Lockhart, Director of Public Works Dustin Moma, Chief of Police John Beam Jr., City Attorney James White, City Clerk Kathy Fiebig

Guests (per sign up sheet): Vanessa Jones, Mike Fulton, John and Bonnie Jenks, Elijah Walter

Citizens' Comments: none

Approval of Agenda

Ms. Dvoracek added a letter of understanding with the Police Union to the agenda as Item I-2. Motion by Mayor Emerick to approve the agenda with this addition. Support by Mr. Hildebrand. Motion passed with all in favor.

Consent Agenda

- A. Regular Council Minutes – July 6, 2021
- B. Special Council Minutes - July 15, 2021
- C. Requesting Approval for Budget Amendments
- D. Vendor's List \$220, 394.23

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

Unfinished Business

New Business

Items for Action

E. City Manager's Resignation

Ms. Dvoracek has accepted a position with the City of Charlevoix and resigned as City Manager effective August 30, 2021. Motion by Mr. Hildebrand to accept her resignation with great sadness. Support by Mr. Elliott. Motion passed with all in favor.

F. City Manager/City Manager Interim Search

Ms. Dvoracek recommended that council hire a firm to do a search for the new City Manager. She presented three proposals from search firms. Motion by Mr. Hildebrand to accept the proposal from Walsh Municipal Services, LLC. Support by Ms. Szeliga. Motion passed with all in favor.

Ms. Dvoracek believes it is in the best interest of the City to hire an interim City Manager while the Manager search is conducted and presented council with a resume from possible candidate Richard Lewis. Motion by Mr. Elliott to offer an interim City Manager position to Mr. Lewis. Support by Ms. Szeliga. Motion passed with all in favor.

G. Resolution 2021-16 – American Rescue Plan Act

Ms. Lockhart requested approval to accept funding from the American Rescue Plan Act, which is estimated to be around \$196,986. These funds do not have to be spent until 2026. Motion by Mr. Duffy to approve Resolution 2021-16. Support by Mr. Hildebrand. Motion passed with all in favor.

H. Request to lease backhoe for Department of Public Works (DPW)

Mr. Moma advised council that DPW no longer has a backhoe or excavator, but rents one from local contractors or a rental store when needed. He prefers not to rely on rented units, as that could slow down an emergency response after hours or on weekends. He recommended accepting the John Deere contract. Motion by Mr. Elliott to accept the lease of a John Deere backhoe as presented. Support by Mr. Hildebrand, with the understanding that at the end of the contract, if the two-year extension seems advisable, Mr. Moma is approved to make that decision. Motion passed with all in favor.

I. Free yard sales for Labor Day weekend

Ms. Dvoracek noted that traditionally the City waives garage sale fees over the Labor Day weekend and allows residents to have sales all three days. Motion by Mr. Duffy to allow free yard sales city wide over the Labor Day weekend and waive the requirement to apply for permits. Support by Mr. Hildebrand. Motion passed with all in favor.

I-2. Letter of Understanding – Police Union

Ms. Dvoracek suggested raising the baseline entry police officer salary from \$17.00/hour to \$21.00/hour, as City of Evart is no longer competitive with similar communities. Officer McClure would receive a raise to \$25.00/hour based on his seniority. This is a substantial increase for the Department, so the City has requested that the police union defer any cost of living raises for the next five years. Motion by Mr. Duffy to approve the Letter of Understanding with the Police Union contingent upon review and approval by Dickinson Wright. Support by Mr. Hildebrand. Motion passed with all in favor.

Department/Informational Reports (no Action Needed)

J. Accounts Payable Report (7/7/2021 – 7/26/2021)

K. Payroll Reports (7/7/2021 – 7/26/2021)

L. Summary of all Funds – June 2021

City Attorney Report/Comment

Mr. White and Ms. Dvoracek are still working on the land swap with Attitude Wellness, but the survey has not been completed. Without a legal description he can't draw up the document. Ms. Dvoracek mentioned that the DNR reminded her that they deeded full ownership of the trail to the City so they do not intend to participate in the conversation, although they have indicated that they hope the angle of the turn will be reduced if the trail is moved.

City Clerk Report/Comment: none

City Manager Report/Comment

M. Perchlorate Update – FYI

N. Depot Updates – FYI

O. July 14th Incident (email from a bicyclist) – FYI

P. 2021 Water-Related Infrastructure (WRI) Funding Round – FYI

Ms. Dvoracek advised council that Melissa Rohen, Communications Coordinator, resigned suddenly. The job description has been posted. The CDBG grant request was not approved, and she hopes to resubmit if there is a second round of funding. She will give council a revised project list before she leaves. Alan Higgins from the Michigan State Historic Preservation Office (SHPO) will do a presentation on August 23, and the City will be submitting a grant request to SHPO, possibly for further renovations at the Depot. Mr. Moma is studying to take the Airport Manager exam and Ms. Dvoracek is working with him to address the brush issue at the end of the runway.

Finance Director Report/Comment

Q. Monthly Report - June 2021

R. Fiscal Year End 2020-2021 Revenue and Expense Report – FYI

S. MERS Retirement System of Michigan – Annual Actuarial Valuation Report – FYI

Ms. Lockhart mentioned that some funds in the revenue/expense report have changed and that all changes had been duly approved by council. She has documentation of these changes ready for the auditors. She's been in discussion with Municipal Employees' Retirement System of Michigan (MERS) about the pension plan and believes there will have to be some changes made. Mr. Hildebrand asked if we have made any progress in reducing the LDFA hit and Ms. Lockhart said we have not, and she is looking at ways to increase our share. We are in flux right now due to the employee turnover so the next few months will be chaotic but should be workable. She is working with TCF and Huntington Banks as they are merging which affects our accounts. She's working with the Fire Department to get their financials set up and is moving everyone there to automatic deposit for payroll. She's also working with the Housing Commission to run their payroll through the City. She mentioned that the new water meter system is working very well, and the customer portal is fantastic. 40 or so meters have been installed and are being read remotely.

Department of Public Works Report/Comment

T. Monthly Report – June 2021

Mr. Moma has had the DPW trucks branded with the new Evart logo on the cab doors and asked for suggestions for branding the tailgates. He will be meeting the Superintendent of Evart Schools and may use their logo on the tailgates. He will serve as project manager for the lead water line replacements scheduled to start on August 2. Staff is gathering the necessary waivers from residents, and high risk buildings (schools, day cares, health care facilities) will have first priority. Residential replacements have been bunched by location for better efficiency.

Police Department Report/Comment

U. Monthly Report – June 2021

Chief Beam has submitted a grant for drug overdose kits. He is working on the background check of the new officer and needs to review his personnel file. The security camera RFP is on hold right now as he is testing cameras and software. He hopes to have a report on this issue for council next week.

Downtown Development Authority Report/Comment

V. Downtown Development Authority - July 13, 2021

The search for a new director has stalled. They have received some resumes but no one has been invited to interview.

Evart Fire Department: no report

Citizens' Comments: John Jenks thanked the police department for increasing their patrols on High Street since cars tend to drive at high speed there. He hasn't seen any officers recently and the speed is increasing again. He suggested that the Department write speeding tickets more often. He said he has seen little progress on blight issues and remarked that no one will move to Evart unless we clean up the town.

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

Kathy Fiebig

City Clerk

07/29/2021 08:59 AM
User: JENNIE
DB: CITY OF EVART

CHECK REGISTER FOR CITY OF EVART
CHECK DATE FROM 07/27/2021 - 08/02/2021

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 751 VENDOR					
07/28/2021	751	38610	1124	WALSH MUNICIPAL SERVICES LLC	7,800.00
08/02/2021	751	38611	1182	BARNETT'S AUTO REPAIR	706.79
08/02/2021	751	38612	10	BEAVER TREE AND IRRIGATION, LLC	900.00
08/02/2021	751	38613	1141	BS&A SOFTWARE, INC	570.00
08/02/2021	751	38614	1765	CATERPILLAR FINANCIAL SERVICES	22,040.29
08/02/2021	751	38615	1028	EGL	69.00
08/02/2021	751	38616	1159	GREEN ELECTRICAL SUPPLY	674.74
08/02/2021	751	38617	0677	HOMETOWN HARDWARE	155.09
08/02/2021	751	38618	1146	IMAGEGRAPHICS	480.00
08/02/2021	751	38619	1439	MENARDS - BIG RAPIDS	646.98
08/02/2021	751	38620	1712	MICHIGAN MUNICIPAL RISK AUTHOR	1,545.47
08/02/2021	751	38621	425	MICHIGAN STATE POLICE	66.00
08/02/2021	751	38622	796	RCB CONTRACTING	7,916.67
08/02/2021	751	38623	0129	SMITH LUMBER CO	57.99
08/02/2021	751	38624	0903	STANDARD INSURANCE CO.	445.59
08/02/2021	751	38625	1161	STAPLES CREDIT PLAN	257.51
08/02/2021	751	38626	1803	XEROX CORPORATION	77.95
08/02/2021	751	641 (E)	0024	CONSUMERS ENERGY	9,714.89
08/02/2021	751	642 (E)	1784	VERIZON WIRELESS	369.84
08/02/2021	751	643 (A)	1456	AMERICAN SPECIALTY PRODUCTS	635.31
08/02/2021	751	644 (A)	1978	DVORACEK, SARAH	40.00
08/02/2021	751	645 (A)	994	FLACHS, MICHAEL	40.00
08/02/2021	751	646 (A)	1419	JOHN BEAM JR.	40.00
08/02/2021	751	647 (A)	1330	MARTIN, DALE	40.00
08/02/2021	751	648 (A)	1157	MOMA, DUSTIN	40.00
08/02/2021	751	649 (A)	1501	MUCZYNSKI, PATRICK	40.00
08/02/2021	751	650 (A)	314	PATRICK MCCLURE	49.99
08/02/2021	751	651 (A)	1069	PEPPER LOCKHART	40.00
08/02/2021	751	652 (A)	1600	TRACE ANALYTICAL LABORATORIES	1,745.80
08/02/2021	751	653 (A)	1145	TUPPER, VICTORIA	3.01
08/02/2021	751	654 (A)	0740	USA BLUE BOOK	631.83
08/02/2021	751	655 (A)	0221	WHITE LAW OFFICE	2,916.67
08/02/2021	751	656 (A)	469	ZINGER, ADAM	40.00

751 TOTALS:

Total of 33 Checks:	60,797.41
Less 0 Void Checks:	0.00
Total of 33 Disbursements:	60,797.41

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Sarah Dvoracek, City Manager
Date: July 29, 2021
Re: Requesting Approval of Installing Fiber at Airport and Wastewater Treatment Plant (WWTP) and entering a 36-month Contract with Point Broadband

For the Agenda of the Council Meeting August 2, 2021

Background. Point Broadband is finishing up installing their fiber throughout the city. Currently the WWTP is using two mobile hotspots with Verizon costing \$192.54 per month, overage charges are included. Point Broadband will charge a \$300 install fee and then a charge of \$75 per month for 36 months.

The airport is currently using Spectrum Internet for \$102.39 per month. Point Broadband can install fiber for an install fee of \$300 and then a charge of \$75 per month for 36 months.

Issues & Questions Specified. In the future the city staff will evaluate each location and conduct a cost analysis between Point Broadband fiber and Spectrum cable internet.

Alternatives.

1. Do not approve.

Financial Impact. The city will have a cost savings by using Point Broadband.

Recommendation. I am requesting permission to sign both business service orders.

Attachments.

1. Business Service Order for Airport
2. Business Service Order for Wastewater Treatment Plant

COMPANY INFORMATION

Name	City of Evert – Waste Water Treatment Plant
Address	611 W 10th St,
City/St./Zip	Evert, MI 49631
Phone	(231) 734-5793

TECHNICAL AUTHORIZED CONTACT

Name/Title	Sarah J. Dvoracek
Phone	(231) 734-2181
Email	sarah.dvoracek@evart.org

BILLING AUTHORIZED CONTACT

Name/Title	
Phone	
Email	

SERVICES

Description	200mbps x 200mbps Fiber Internet Service
Monthly Rate	\$75.00
Installation	\$300.00
Terms	36 Month
Add. Costs	

ON-SITE EQUIPMENT

Equipment: _____ Manufacturer: _____ Model: _____ Serial: _____

Equipment: _____ Manufacturer: _____ Model: _____ Serial: _____

Equipment: _____ Manufacturer: _____ Model: _____ Serial: _____

TERMS AND CONDITIONS

Agreement. The terms and conditions of this Agreement shall govern the relationship between you ("Customer") and Point Broadband, LLC ("Point Broadband, LLC"), (Point Broadband, LLC, a Michigan Corporation and its assigns and operators). Point Broadband, LLC provides its services, as they may exist from time to time ("Services"), to Customers who establish an account with Point Broadband, LLC. By establishing an account or using any software provided, developed, licensed or owned by Point Broadband, LLC, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and other Point Broadband, LLC policies posted on our web site, <https://point-broadband.com/legal-regulatory/>. This Agreement represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written and oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreement between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party.

Terms. In order to keep our installation costs low to you, Point Broadband does not accept any liability for damage done due to the installation of your service. This includes, but is not limited to, underground sprinkler systems, dog fences, satellite systems, yard lights, and driveways. The initial term begins with the first day of available services. For this Agreement, available services are defined as the successful delivery and testing of services to the demarcation point at the customer's premises and provisioning of the port. The first day of available services is considered the anniversary date and each subsequent month will be billed on the anniversary date. Subscriptions will renew automatically on a month to month basis with the terms and conditions stated herein; unless cancelled prior to the start of new service term by either party upon sixty (60) days written notice. Once a new service term has begun, refunds are not granted after the initial refund period of thirty (30) days has passed.

Policies. Point Broadband, LLC is a licensed CLEC to do telecom business in the State of Michigan under MPSC rules. Policies, rules, requirements, and prices change from time to time. Customer agrees to comply with these changes with or without notice.

Rates. Recurring charges will commence after Customer has been notified of the successful installation of available service(s). Recurring charges shall be invoiced monthly. One time charges will be included on the invoice for applicable installation, integration or hardware charges or changes to services directed by the Customer.

Payment Obligations. Customers must (1) provide Point Broadband, LLC with accurate and complete billing information including legal name, address, email or telephone number and credit card/billing information, and (2) report to Point Broadband, LLC all changes to this information within 30 days of the change. All charges are considered valid unless disputed in writing within 60 days of the billing date. Adjustments will not be made for charges that are more than 60 days old. Charges are pre-billed to Customers at the beginning of payment period for the applicable service plan and any additional usage or services from the previous period. Point Broadband, LLC is not responsible for any charges or expenses resulting from charges billed by Point Broadband, LLC (e.g., for overdrawn accounts, exceeding credit card limits, etc.). Delinquent accounts may be suspended or canceled at Point Broadband, LLC's sole discretion; however, charges will continue to accrue until the account is canceled and collection fees, late charges or other similar fees may be added. Point Broadband, LLC may bill an additional charge to reinstate a suspended account. Accounts in default are subject to a flat fee of \$25 per month, or an interest charge of 1.5% per month or the Customer's state legal maximum allowable rate. If the Customer defaults, the Customer is to pay Point Broadband, LLC its reasonable expenses, including attorney and collection fees, incurred in enforcing its rights under these Terms and Conditions. An act of default accelerates payments to be due immediately, as credit is no longer being extended.

Early Termination. Agreement may be terminated by Customer upon sixty (60) days written notice. Penalty for early termination is 50% of the remaining value of contract along with payment of any discounted or waived one time charges at time of installation.

Terms of Use. The Point Broadband, LLC Internet services provided to the Customer by the Point Broadband, LLC may only be used in accordance with all applicable laws, statutes, regulations and rules in accordance with the AUP (Acceptable Use Policy),

located on the Point Broadband, LLC's website at: <https://point-broadband.com/legal-regulatory/>, and solely for lawful purposes. Transmission, promulgation, theft, procurement of, communication, alteration, publication or storage of any information, protected material/property, data or material in violation of any National Law of any sovereign nation, or of International Law, the United States Annotated Code, or of any state or local law, statute, regulation or rule is strictly prohibited. This includes, but is not limited to any material, data, matter, software or software code, or intellectual property protected by copyright, trade mark, privacy or other proprietary, personal or property right, trade secret, or any other statute. It is unlawful and a violation of this Contract to communicate, transmit, or promulgate in any matter, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort or to otherwise use the Point Broadband, LLC Internet services for any illegal or unlawful purpose. The Customer is solely responsible for the knowledge of any adherence to any and all laws, statutes, rules and regulations pertaining (i) to the Subscriber's use of the Point Broadband, LLC Internet services, (ii) to the use of any networks connected to the Point Broadband, LLC Internet services, and (iii) to the communications means by which the Customer connects their modem, PC, terminal or other equipment to the Point Broadband, LLC Internet service.

Installation of Equipment. Point Broadband, LLC shall be responsible for the installation of any equipment it provides to the Customer. The Customer shall provide secure, adequate space and AC power for the equipment.

IP Addresses. IP addresses are not portable and not assigned for independent administration or distribution. Customer understands IP assignments are not guaranteed and may be modified as required by Point Broadband, LLC and/or the American Registry for Internet Numbers ("ARIN").

Assignment. Customer may not assign his/her rights under this Agreement without Point Broadband, LLC's prior written consent. All of the terms and provisions of this Agreement shall be binding upon and enforceable by the successors and assigns of the parties of this Agreement.

E911 Calls. E911 calls are designed to normally send all Customer information to the local emergency center. During a 911 call you may need to speak to an operator who does not have your information. E911 calls may not function in the event of a power outage and a battery backup source will be required by the customer to provide power to the ATA device.

Support. Internet and Phone support will be available seven (7) days a week from 8:00am – 8:00pm. Support is available live Monday through Friday between 8:00am – 5:00pm. Any other hours outside of the live support will be handled through voicemail or email. Any method of offline support automatically creates a ticket in queue for a response within 24 hours, with business customers getting priority response. Point Broadband also provides 24 hour monitoring services for all business connections.

Regulatory Requirements. If the FCC (Federal Communications Commission), state Public Utility or Service Commission or a competent jurisdiction, issues a regulation, rule, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including taxes, surcharges or rates, then this Agreement shall be deemed modified in such a way as consistent with the form, intent or purpose of the ruling.



BUSINESS SERVICE ORDER

Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, fire, flood, explosion, sabotage, labor strike, storms or similar catastrophes, acts of terror, material shortages or unavailability, war or civil disorder, any government laws or regulation having any jurisdiction over either of the parties. Notwithstanding anything to the contrary set forth herein,

Customer agrees that payment obligations hereunder shall be absolute and not subject to delay due to any event consistent with the form, intent or purpose of the ruling.

Limited Warranty: With respect to the equipment described in this Agreement, the Point Broadband, LLC warrants that it will repair or replace any defective equipment during the term of this Agreement at its sole cost and expense, provided that notice of such defect is given to the Point Broadband, LLC not later than 24 hours after the occurrence and provided further that such defect does not arise from the abuse, misuse or neglect of the Customer or from damage or loss occurring because of theft, fire, wind, lightning, or other hazard. Except for certain services and products specifically identified as being offered by Point Broadband, LLC, Customer recognizes that Point Broadband, LLC does not control any information, materials, products, or services on the Internet. The Internet contains unedited materials, some of which are sexually explicit or may be considered offensive or inappropriate. Point Broadband, LLC has no control over and accepts no responsibility for such materials. Customer will assume full responsibility and risk for use of the services and the Internet and are solely responsible for evaluating the usefulness, completeness, and accuracy of all services, products and other information, and the quality and merchantability of all merchandise provided through the Internet or the service.

Disclaimer Of Warranties: No warranty is made by the Point Broadband, LLC regarding information, service or product provided though, in connection with Point Broadband Internet Service. Point Broadband, LLC hereby expressly disclaims any and all warranties other than those specifically set forth above, including without limitation: (I) Any warranties as to the availability, accuracy, or content of information, products, or services; (II) Any warranty of merchantability; and (III) Any warranty of fitness for a particular purpose regarding any merchandise, information or service provided through Point Broadband, LLC or the Internet. Customer expressly acknowledges that there are, and assumes all responsibility related to, the security, privacy and confidentiality risks inherent in wired and wireless communications and technology and Point Broadband does not make any assurances or warranties relating to such risks. No information or advice given by Point Broadband, LLC or its representatives shall create a warranty. Any statements made in manuals, packaging, vendor information or other documents, or by any of Point Broadband, LLC's agents is provided for informational purposes only and not as warranties by Point Broadband of any kind. Point Broadband, LLC does not warrant that the services will be free of viruses, uninterrupted, error free or free of other harmful components.

Limitation Of Liability: Any liability of the Point Broadband, LLC, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the Customer to the Point Broadband, LLC for the current month.

Indemnification. The Customer agrees to indemnify and hold harmless the Point Broadband, LLC, its officers, shareholders, agents and employees and its other subscribers from any and all claims, costs, expenses, judgments, causes of actions, attorney fees, litigation and court costs resulting from the Customer's use of the Point Broadband, LLC Internet services in any manner, whether directly, indirectly or by any act of commission or omission.



BUSINESS SERVICE ORDER

Customer Representative Signature

Printed Name

Title

Date

Point Broadband, LLC Representative Signature

Printed Name

Title

Date

COMPANY INFORMATION

Name	City of Ewart – City Office
Address	5814 100th Ave,
City/St./Zip	Ewart, MI 49631
Phone	(231) 734-2181

TECHNICAL AUTHORIZED CONTACT

Name/Title	Sarah J. Dvoracek
Phone	(231) 734-2181
Email	sarah.dvoracek@evart.org

BILLING AUTHORIZED CONTACT

Name/Title	
Phone	
Email	

SERVICES

Description	200mbps x 200mbps Fiber Internet Service
Monthly Rate	\$75.00
Installation	\$300.00
Terms	36 Month
Add. Costs	

ON-SITE EQUIPMENT

Equipment:_____ Manufacturer:_____ Model:_____ Serial:_____

Equipment:_____ Manufacturer:_____ Model:_____ Serial:_____

Equipment:_____ Manufacturer:_____ Model:_____ Serial:_____

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Policies. Point Broadband, LLC is a licensed CLEC to do telecom business in the State of Michigan under MPSC rules. Policies, rules, requirements, and prices change from time to time. Customer agrees to comply with these changes with or without notice.

Rates. Recurring charges will commence after Customer has been notified of the successful installation of available service(s). Recurring charges shall be invoiced monthly. One time charges will be included on the invoice for applicable installation, integration or hardware charges or changes to services directed by the Customer.

Payment Obligations. Customers must (1) provide Point Broadband, LLC with accurate and complete billing information including legal name, address, email or telephone number and credit card/billing information, and (2) report to Point Broadband, LLC all changes to this information within 30 days of the change. All charges are considered valid unless disputed in writing within 60 days of the billing date. Adjustments will not be made for charges that are more than 60 days old. Charges are pre-billed to Customers at the beginning of payment period for the applicable service plan and any additional usage or services from the previous period. Point Broadband, LLC is not responsible for any charges or expenses resulting from charges billed by Point Broadband, LLC (e.g., for overdrawn accounts, exceeding credit card limits, etc.). Delinquent accounts may be suspended or canceled at Point Broadband, LLC's sole discretion; however, charges will continue to accrue until the account is canceled and collection fees, late charges or other similar fees may be added. Point Broadband, LLC may bill an additional charge to reinstate a suspended account. Accounts in default are subject to a flat fee of \$25 per month, or an interest charge of 1.5% per month or the Customer's state legal maximum allowable rate. If the Customer defaults, the Customer is to pay Point Broadband, LLC its reasonable expenses, including attorney and collection fees, incurred in enforcing its rights under these Terms and Conditions. An act of default accelerates payments to be due immediately, as credit is no longer being extended.

Early Termination. Agreement may be terminated by Customer upon sixty (60) days written notice. Penalty for early termination is 50% of the remaining value of contract along with payment of any discounted or waived one time charges at time of installation.

Terms of Use. The Point Broadband, LLC Internet services provided to the Customer by the Point Broadband, LLC may only be used in accordance with all applicable laws, statutes, regulations and rules in accordance with the AUP (Acceptable Use Policy),

located on the Point Broadband, LLC's website at: <https://point-broadband.com/legal-regulatory/>, and solely for lawful purposes. Transmission, promulgation, theft, procurement of, communication, alteration, publication or storage of any information, protected material/property, data or material in violation of any National Law of any sovereign nation, or of International Law, the United States Annotated Code, or of any state or local law, statute, regulation or rule is strictly prohibited. This includes, but is not limited to any material, data, matter, software or software code, or intellectual property protected by copyright, trade mark, privacy or other proprietary, personal or property right, trade secret, or any other statute. It is unlawful and a violation of this Contract to communicate, transmit, or promulgate in any matter, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort or to otherwise use the Point Broadband, LLC Internet services for any illegal or unlawful purpose. The Customer is solely responsible for the knowledge of any adherence to any and all laws, statutes, rules and regulations pertaining (i) to the Subscriber's use of the Point Broadband, LLC Internet services, (ii) to the use of any networks connected to the Point Broadband, LLC Internet services, and (iii) to the communications means by which the Customer connects their modem, PC, terminal or other equipment to the Point Broadband, LLC Internet service.

Installation of Equipment. Point Broadband, LLC shall be responsible for the installation of any equipment it provides to the Customer. The Customer shall provide secure, adequate space and AC power for the equipment.

IP Addresses. IP addresses are not portable and not assigned for independent administration or distribution. Customer understands IP assignments are not guaranteed and may be modified as required by Point Broadband, LLC and/or the American Registry for Internet Numbers ("ARIN").

Assignment. Customer may not assign his/her rights under this Agreement without Point Broadband, LLC's prior written consent. All of the terms and provisions of this Agreement shall be binding upon and enforceable by the successors and assigns of the parties of this Agreement.

E911 Calls. E911 calls are designed to normally send all Customer information to the local emergency center. During a 911 call you may need to speak to an operator who does not have your information. E911 calls may not function in the event of a power outage and a battery backup source will be required by the customer to provide power to the ATA device.

Support. Internet and Phone support will be available seven (7) days a week from 8:00am – 8:00pm. Support is available live Monday through Friday between 8:00am – 5:00pm. Any other hours outside of the live support will be handled through voicemail or email. Any method of offline support automatically creates a ticket in queue for a response within 24 hours, with business customers getting priority response. Point Broadband also provides 24 hour monitoring services for all business connections.

Regulatory Requirements. If the FCC (Federal Communications Commission), state Public Utility or Service Commission or a competent jurisdiction, issues a regulation, rule, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including taxes, surcharges or rates, then this Agreement shall be deemed modified in such a way as consistent with the form, intent or purpose of the ruling.

Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, fire, flood, explosion, sabotage, labor strike, storms or similar catastrophes, acts of terror, material shortages or unavailability, war or civil disorder, any government laws or regulation having any jurisdiction over either of the parties. Notwithstanding anything to the contrary set forth herein,

Customer agrees that payment obligations hereunder shall be absolute and not subject to delay due to any event consistent with the form, intent or purpose of the ruling.

Limited Warranty: With respect to the equipment described in this Agreement, the Point Broadband, LLC warrants that it will repair or replace any defective equipment during the term of this Agreement at its sole cost and expense, provided that notice of such defect is given to the Point Broadband, LLC not later than 24 hours after the occurrence and provided further that such defect does not arise from the abuse, misuse or neglect of the Customer or from damage or loss occurring because of theft, fire, wind, lightning, or other hazard. Except for certain services and products specifically identified as being offered by Point Broadband, LLC, Customer recognizes that Point Broadband, LLC does not control any information, materials, products, or services on the Internet. The Internet contains unedited materials, some of which are sexually explicit or may be considered offensive or inappropriate. Point Broadband, LLC has no control over and accepts no responsibility for such materials. Customer will assume full responsibility and risk for use of the services and the Internet and are solely responsible for evaluating the usefulness, completeness, and accuracy of all services, products and other information, and the quality and merchantability of all merchandise provided through the Internet or the service.

Disclaimer Of Warranties: No warranty is made by the Point Broadband, LLC regarding information, service or product provided though, in connection with Point Broadband Internet Service. Point Broadband, LLC hereby expressly disclaims any and all warranties other than those specifically set forth above, including without limitation: (I) Any warranties as to the availability, accuracy, or content of information, products, or services; (II) Any warranty of merchantability; and (III) Any warranty of fitness for a particular purpose regarding any merchandise, information or service provided through Point Broadband, LLC or the Internet. Customer expressly acknowledges that there are, and assumes all responsibility related to, the security, privacy and confidentiality risks inherent in wired and wireless communications and technology and Point Broadband does not make any assurances or warranties relating to such risks. No information or advice given by Point Broadband, LLC or its representatives shall create a warranty. Any statements made in manuals, packaging, vendor information or other documents, or by any of Point Broadband, LLC's agents is provided for informational purposes only and not as warranties by Point Broadband of any kind. Point Broadband, LLC does not warrant that the services will be free of viruses, uninterrupted, error free or free of other harmful components.

Limitation Of Liability: Any liability of the Point Broadband, LLC, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the Customer to the Point Broadband, LLC for the current month.

Indemnification. The Customer agrees to indemnify and hold harmless the Point Broadband, LLC, its officers, shareholders, agents and employees and its other subscribers from any and all claims, costs, expenses, judgments, causes of actions, attorney fees, litigation and court costs resulting from the Customer's use of the Point Broadband, LLC Internet services in any manner, whether directly, indirectly or by any act of commission or omission.



BUSINESS SERVICE ORDER

Customer Representative Signature

Printed Name

Title

Date

Point Broadband, LLC Representative Signature

Printed Name

Title

Date

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Sarah Dvoracek, City Manager
Date: July 28, 2021
Re: Consumers Energy request to amend the 2020 Emergency Commercial and Industrial Demand Response Customer Agreement

For the Agenda of August 2, 2021

Background. On September 3, 2019, city council approved a four-year agreement with Consumers Energy. The agreement was to help reduce peak demand when energy use is the highest and maintain a ready supply of energy for Michigan. The city agreed to switch Well 2, Well 8 and Well 9 to our diesel-powered generators in the event of a demand request. Our consumers energy representative stated the demand request has not happen in 20 years and the chances of an event of happening were very small. Consumers Energy would provide an incentive to the city:

1 year contract-\$25 per kW (\$2,500 annually)
2-year contract-\$26 per kW (\$2,600 annually)
3-year contract-\$27 per kW (\$2,700 annually)
4-year contract-\$28 per kW (\$2,800 annually)

Issues & Questions Specified. On June 10, 2021, we had our first demand request and notice was given to Patrick our lead operator and he didn't see the request until after the event. In the event of a demand request we have to send one of our employees go to each well and turn of the power supply and convert the power supply to the back-up generator. My concern is that now we have had our first request to utilize less power what if one of our generators malfunctions and we had a fire in our downtown or in one of our industrial buildings, will we stay at our required firm capacity. The liability is my biggest concern.

The amendment to the contract includes:

1. Increases the number of emergency events to 5 to 10 events during the program period, up to four hours each and,
2. Changing the language from customers will receive a least thirty (30) minutes but no more than a 12-hour notice to a 6-hour notice in advance of Emergency Event.

After discussing this request with Patrick in detail, the amount the city receives in incentive would not even cover the professional services to fix one of our generators. Consumers Energy's request to increase the number of events is somewhat alarming now that we apparently had the first demand request in 20 years. We can't justify putting the public's safety at risk for \$2,500 a year.

Alternatives.

1. Approve.

Financial Impact. NA

Recommendation. My recommendation is not to approve the amendments per Consumers Energy's request and cancel the contract completely.

Attachments.

1. Original Emergency Commercial and Industrial Demand Response Customer Agreement
2. Emergency Commercial and Industrial Demand Response Customer Amendment



2020 EMERGENCY WITH GENERATOR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

COPY

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: 06/01/2020
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:
City of Ewart
(Legal Name)

ONE ENERGY PLAZA
JACKSON MI 49201-2357

5814 100th AVE
(Street & Number)

Ewart, MI 49631
(City, State & Zip Code)

1. **Initial Term:** Shall commence on June 1, 2020 and shall run through (select one):
 - ☐ September 30, 2020 (1 year)
 - ☐ September 30, 2021 (2 years)
 - ☐ September 30, 2022 (3 years)
 - ☒ September 30, 2023 (4 years)
2. This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Period (June 1 through October 1). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission. Notice of renewal of participation in the Program by the Customer to the Company shall be made in writing and mailed using the United States Post Office first-class mail. Customer's notice to renew participation in the Program shall be sent to Consumers Energy Company, Attention: Customer Services – DR Program, 165 W Michigan Avenue, Jackson, MI 49201.
3. **Payment Revisions.** The Company will notify each customer enrolled in a multi-year agreement by July 1 of the price for the following Program Period and will submit a contract change order to the customer identifying any necessary changes and requesting signatures of approval. If either the Program's Emergency Capacity Payments or Emergency Event Energy Payments increase by greater than 10% year to year, this Agreement shall automatically terminate and the customer and the Company may reopen negotiations for a new Program Agreement for the following year. If the Parties mutually agree to new annual payment amount(s), the new payment(s) shall become effective June 1 of the following year and continue throughout the Program Period beginning June 1 (i.e. June 1 through September 30). In the event that the Program's Emergency Capacity Payment or Emergency Event Energy Payment increase by less than 10% year over year, the new payment amount(s) shall become effective on June 1 and continue throughout the Program Period beginning June 1 (i.e. June 1 through September 30).
4. **Program Description.** Participants in the Program help reduce peak demand when energy use is the highest and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency

Capacity Payment for the capacity amount specified in this Agreement within 60 days of the Effective Date of the Agreement.

5. **Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
6. **System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the System, which includes site devices owned by Consumers Energy that can enable direct load management, power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the System equipment or installation of the System equipment.
7. **Customer Support Requirements.**
- a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
 - b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
 - c. **Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the System.
 - d. **Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.
8. **Program Rules.** The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. The current terms are summarized below:

Program Availability	During the Program period of June 1 – September 30, emergency events could be called at any time Monday through Friday between 11 am and 7 pm in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
Event Frequency and Duration	Emergency Events – Up to five (5) events during the Program Period, each up to four hours each.
Advanced Notification	Emergency Events – Customer will receive at least a thirty (30) minute but no more than a twelve (12) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.

Dispatch Readiness Test	After Customer's Energy Reduction Plan has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
Audit	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Period to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance.
Online Portal	Customer will have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1 and will remain active until the season concludes on September 30.

9. Customer capacity.

- a. **Contracted Capacity.** For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior summer consumption data and pre-enrollment load reduction testing.
- b. **Delivered Capacity.** For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten Day Baseline. The Ten Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. An alternative baseline may be used, so long as it is pre-approved by MISO.

10. **Environmental.** In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart IIII, 40 CFR Part 60 Subpart JJJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.

- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.

11. Payments to Customer.

- a. **Emergency Capacity Payments.** Consumers Energy will pay Customer an Emergency Capacity Payment price of \$25/kW ("Capacity Rate") of Contracted Capacity capped at 120% per Program Period as defined in section 9(b) above for a one (1) year contract; \$26/kW for a two (2) year contract, \$27/kW for a three (3) year contract and \$28/kW for a four (4) year contract. Consumers Energy will pay Customer the Capacity Rate multiplied by the Contracted Capacity. The Capacity Payment will be made within sixty (60) days of the Effective Date of the Agreement by both Parties.
- b. **Emergency Event Energy Payments.** In Program Periods when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$50/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 9(b) above.
- c. **Underperformance.** If Customer fails to deliver their total Contracted Capacity for an Emergency Event ordered by Consumers Energy, as provided for in this Agreement, the following shall occur: (i) Customer shall be assessed the real time commodity price (\$/MWh), as determined by the MISO Midwest Energy Market, for the kW curtailment which was underperformed per event; and (ii) Customer's future Contracted Capacity will be reduced to the amount of load reduced during the Emergency Event for the balance of this Agreement.

- 12. **Payment Timing.** After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill.

- 13. **Cancellation.** Customer may cancel this Agreement any time before December 31, 2019. Cancellation requests must be submitted in writing to: ConsumersEnergy.DemandResponseProgram@cmsenergy.com. If Customer cancels after program equipment has been installed, Customer will incur a cancellation fee of \$300.

14. Confidentiality.

- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 14(a) above, Confidential Information does not include any information that:

- i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;
- ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;
- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

15. Limitation of Liability. Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid to Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

16. Additional Terms.

- a. Customer also agrees, with respect to Consumers Energy's management of the System, it:
 - i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the System and shall use the System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
 - ii. shall use the System in accordance with all applicable law;
 - iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
 - iv. expressly disclaims any passing of title to the System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
 - v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the System and to use reasonable care to prevent the System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.

b. Miscellaneous. Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the

Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

- c. **Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.
- d. **Warranty Limitations.** THE SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. **Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

CONSUMERS ENERGY COMPANY

By: _____
(Signature)

Lonnie Fairfax
(Print or Type Name)

(Date)

City of Evert
(Customer)

By: _____
(Signature)

Sandi J. Doran
(Print or Type Name)

September 17, 2019
(Date)

SITE ADDRESS ATTACHMENT

SITE ADDRESSES

[illegible]

**EMERGENCY COMMERCIAL AND INDUSTRIAL
DEMAND RESPONSE CUSTOMER AMENDMENT**



Amendment Number: One (1)

Effective Date: 06/01/2022

This is Amendment # One (1) to the Emergency Commercial and Industrial Demand Response Customer Agreement with an effective date of 06/01/2020 (the "Agreement") between Consumers Energy Company and City of Ewart (the "Customer") 5814 100th Avenue Address Ewart, MI 49631 City, State and ZIP Code.

Check below if **NOT** applicable: The parties agree to the following revisions:

1. Under Program rules, the Language in the row for Event Frequency and Duration for Emergency Events shall be deleted in its entirety and replaced with the following:

Emergency Events – Up to (10) events during the Program Period, up to four Hours each"

2. Under Program rules, the Language in the row for Advanced Notifications for Emergency Events shall be deleted in its entirety and replaced with the following:

Emergency Events – Customers will receive at least a thirty (30) minutes but

No more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour time frame for planning purposes.

- ☐ 3. On page ____ of the above referenced agreement, Contracted Capacity for account number ____ located at ____ will be changed from ____ kW to ____ kW as of the signed date of this amendment.

- ☐ 4. On page ____ of the above referenced agreement, the Initial Term for account number ____ located at ____ will be changed from ____ years to ____ years as of the signed date of this amendment.

In all other respects the terms and conditions of the Agreement remain effective.

In WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Amendment by their authorized representatives as of the dates below.

Consumers Energy Company

City of Ewart
Customer

X

Consumers Energy Employee Signature

X

Customer Signature

Tom Kovalak
Print Name

Date

Print Name

Date

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Sarah Dvoracek, City Manager
Date: July 28, 2021
Re: Requesting approval of Social Media Management Contract

For the Agenda of August 2, 2021

Background. On July 13, 2021, our communication coordinator abruptly resigned with no notice. The responsibility has shifted to other city staff, and our staff is in the middle of some major time-consuming projects. Our DDA Board recently approved a contract with Savvy Media Group to help them with their social media management. I met with Lisa Spaugh, owner of Savvy Media Group, she would be a great fit for the management of our social media. Lisa had great insight and great ideas of what services she could provide for our city.

Issues & Questions Specified. The attachment agreement has been reviewed by our city attorney.

Alternatives.

1. Not approve.

Financial Impact. The agreement states \$150 per month for social media management. The amount is within the city's communication budget.

Recommendation. Please approve the attached agreement.

Attachments.

1. Savvy Media Group Social Media Management Contract

Savvy Media Group
Social Media Management Contract

Savvy Media Group is a social media and content creation company. We maximize the visibility of your business and maximize your reach through effective and professional digital media solutions. Our ultimate goal is to provide your business with quantifiable results which can include:

- Increased visibility of the City of Ewart's Events and Calendar
- Increased tourists
- Increased foot traffic
- Increased traffic to your website
- Connection to the local community

This agreement is executed on the 2nd day of August, 2021. This Agreement is between:

Agency - Savvy Media Group, herein referred to "the Agency", which holds its place of business at 23280 100th Ave, Ewart, MI 49631.

AND

Client - City of Ewart 5814 100th Avenue Ewart, MI 49631

Agency Appointment

The Client hereby appoints the Agency to handle all aspects of social media set-up, communication, promoting the city and its events and related work on social media for the municipality.

Agency Services

The Agency shall provide to the Client, services which will include the following:

- Will post to city's Facebook and Instagram accounts
- Creating daily content, engagement and ongoing management of these platforms which is to include 80% original content and 20% shared content from member social media pages at least 6 days per week.
- Seeking out of opportunities to refer the public to the city website
- Monitoring social media conversations and responding to the same or forwarding to assigned agent for client for follow up.
- Other marketing support services available at additional fees.

Commencement and Duration

This agreement is deemed to commence on the 2nd day of August, 2021 and will be valid until midnight on the 2nd day of January, 2022 unless otherwise extended or shortened in writing and acknowledged by both parties.

Content Rights and Access

All content created and posted on behalf of the Client are accessible to the Client at all times. The pages, groups and channels associated with the Client will be considered "owned" by the Client and upon a termination of this contract, administrator rights for the Agency will be turned off. While it is preferred by the Agency that daily posts be made by the Agency and not by the Client, this Agreement will not restrict that action.

Governing Laws

The Client and the Agency shall comply with all statutory regulations. This Agreement will be subject to State and local jurisdictions and regulations.

Agency Fees and Remuneration

The Client agrees to pay the Agency \$150 monthly by check, at the 1st council meeting of the month. This covers the basic service. Any additional marketing services will be added to the monthly invoice and charges for agreed-upon paid advertising on any platform or outside business (radio, newspaper, etc) will be paid directly to the outside business from their invoice.

Indemnity

The Agency shall indemnify and keep the Client indemnified against all losses, expenses or damages that may be suffered by the Client due to any default or breach of terms by the Agency under this Agreement. The Client shall indemnify and keep the Agency indemnified against all losses, expenses or damages that may be suffered by the Agency due to any default or breach of terms by the Client under this Agreement.

Force Majeure

Neither the Client, nor the Agency, shall be liable for any default, delay or lapse of occurring due to events beyond their control including riot, theft, strike, war or acts of God/nature.

Evaluation and Modification in Terms

The Client and the Agency shall evaluate progress under this Agreement at the beginning of each quarter and take corrective action as may be required. Any changes to the terms and conditions contained herein shall have effect only if recorded in writing and signed by the authorized officials of the Client and the Agency.

Termination

Either party may terminate by giving one month notice (30 days) in writing to the effected party, without the need for assignment of reason. The obligations of both parties shall continue during the notice period.

Notices

Any or all notice to the parties hereto each other under this Agreement shall be in writing and transmitted by: a) Registered postal mail or by personal delivery, as elected by the party giving such notice, at the addresses indicated in this Agreement.

Chris Emerick, City Mayor Date

Kathy Fiebig, City Clerk Date

Lisa L. Spaugh, Owner Date
Savvy Media Group

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Sarah Dvoracek, City Manager
Date: July 28, 2021
Re: Requesting approval of Interim City Manager Employment Agreement

For the Agenda of August 2, 2021

Background. On Monday, July 24, 2021, I presented city council with Richard Lewis's resume. Mr. Lewis is well qualified for the interim city manager's position. With his experience Mr. Lewis will be able to keep the city moving forward with the many projects occurring. Mr. Lewis is also familiar with the executive search process and he has worked with Walsh Municipal Services, LLC in the past.

Issues & Questions Specified. The attachment agreement has been reviewed by our city attorney.

Alternatives.

1. Not approve.

Financial Impact. This expense was not budgeted; however, this would be in the city's best interest for continuing daily operations and allow for a smooth transition for the new city manager.

Recommendation. Please approve the attached agreement.

Attachments.

1. Interim City Manager Employment Agreement
2. Mr. Richard Lewis's resume

City of Evart, Osceola County, Michigan

Interim Manager Employment Agreement

Introduction

This Agreement, made and entered into this 7th day of September 2021, by and between the City of Evart, a municipal corporation, (hereinafter called "Employer") and Richard Lewis, (hereinafter called "Employee") an individual who has the education, training, and experience in local government management, both of whom agree as follows:

Section 1: At-Will Employment Relationship and Term

Subject to the terms hereof, this agreement shall be for a period not to exceed 3 months, from September 7, 2021, to December 7, 2021, unless otherwise agreed upon by both parties in writing. Notwithstanding the prior sentence, and subject to all the terms and provisions of this Agreement, the parties acknowledge and agree that the Employee is an at-will employee and serves as the Interim City Manager at the sole pleasure and discretion of the City of Evart. While either party may terminate this employment relationship with or without cause, and with or without notice to either party, out of respect to one another, both parties will attempt, to the extent practicable, to give the other party thirty (30) days' notice before terminating the employment relationship.

Section 2: Duties and Authority

As the Interim Manager, the Employee shall perform the functions and duties specified in the City Manager Job Description of the City of Evart, its ordinances, city charter and other legally permissible and proper duties and functions of the position of City Manager.

Section 3: Compensation

The City shall pay Mr. Richard Lewis an hourly rate of \$65.00 for his services to the City of Evart and he shall receive no other compensation or benefits of any kind except as expressly set forth herein. He shall be paid at the same time as full-time city employees are paid.

Section 4: Travel and/or Lodging Reimbursement

The Employee will be reimbursement for mileage at the IRS rate for business travel and lodging reimbursement.

Section 5: Health, Disability, and Life Insurance Benefits

No health care, disability, life insurance or similar benefits will be provided by the City of Evart to Employee.

Section 6: Vacation, Sick, and Military Leave

No vacation, sick or military leave benefits will be provided by the City of Evart to Employee.

Section 7: Vehicle Expense Reimbursement

No vehicle expense reimbursement will be provided by the City of Evert to Employee.

Section 8: Retirement

No retirement benefits will be provided by the City of Evert to Employee.

Section 9: Severance

No severance benefits will be provided by the City of Evert to Employee.

Section 10: Hours of Work

Employee shall be allowed to establish an appropriate work schedule. It is anticipated by the parties that Employee will work approximately 20 hours per week on behalf of the Employer.

Section 11: Indemnification

To the extent permitted under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Interim City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities hereunder, unless the act or omission involved willful or wanton conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of his duties under this Agreement. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise any action and settle any claim or suit unless the Employee is a party to the suit in which case Employee must approve any proposed settlement. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee services as a witness, advisor, or consultant to Employer regarding pending litigation.

Section 12: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law or ordinance.

Section 13: General Provisions

1. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
2. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
3. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement of judicial modification of the invalid provisions.

Richard Lewis, Interim City Manager

Date

Kathy Fiebig, City Clerk

Date

Chris Emerick, City Mayor

Date

Richard I. Lewis

CONTACT INFO

1744 E. Front St.
Traverse City, MI 49686
Phone: 231.922.2902
Mobile: 231.883.8162

EDUCATION

MBA, Public Administration
concentration (1989)
Murray State University Murray,
Kentucky

B.A., Political Science (1976),
Western Kentucky University
Bowling Green, Kentucky

Leadership for the 21st Century:
Chaos, Conflict, and Courage
(2006)

John F. Kennedy School of
Government
Harvard University
Cambridge, Massachusetts

Senior Executives in State and
Local Governments (2005)

John F. Kennedy School of
Government
Harvard University
Cambridge, Massachusetts

ICMA University Workshops

Covey Leadership Week (1998)
Covey Leadership Center

CERTIFICATIONS

ICMA-Credentialed
City Manager (previous)

PROFESSIONAL AFFILIATIONS

ICMA

Michigan Local Government
Management Association

Michigan Municipal League
Property and Pool Board

Michigan Municipal League
Board of Trustees (current)

Rotary International

AWARDS

2008 Special Award of Merit
Michigan Municipal League

Profile Summary

Nearly 36 years of experience in city and county government, along with four plus years with CH2M Hill, obtaining skills in all aspects of city administration and private-sector operations. Managed complex infrastructure improvement projects, efforts to promote city/regional economic growth, and intergovernmental relationships. Experienced in addressing local government issues with and through key individuals, and building relationships to achieve positive outcomes. Have experience working with the federal service delivery system and operating as a primary subcontractor for a prime contractor.

Holding a MBA with a concentration in Public Administration and with community government leadership coursework. Received Credentialed City Manager recognition through the International City/County Management Association (ICMA) while working as City Manager and recognized for 30 years of government service.

Having retired in June 2015, elected to and serves as a City Commissioner for the City of Traverse City, MI November 2015-2019. Also involved in ministries and faith activities at St. Francis Catholic Church and a trustee and Secretary of the Downtown Development Authority.

Experience

City Manager

July 2013 – June 2015

City of St. Joseph

St. Joseph, Michigan

➤ Responsible for administration of city operations and intergovernmental relationships for this city of more than 8,500 in Southwest Michigan. The city sits on Lake Michigan and is the regional hub for medical, education, media, commercial, industrial, and other community-service providers for the area.

➤ During my tenure, change the culture of the management from a “top-down” to “collaborative” style. Other accomplishments:

- Developed and implemented Six-year Capital Plan allowing the City to look into the future for capital needs of the City.
- Started process of development of Asset Management Plan. Water Treatment Plant and related facilities completed. Plan for all city assets within the public right-of-way started.
- Assisted in successful fundraising of \$1.7 million for the renovation of lighthouses owned by the City.

CH2M HILL, Inc.

September 2008 – June 2013

Key Assignments:

Risk Manager

June 2011 – September 2012

LOGCAP IV Program

Kandahar Air Field, Afghanistan

➤ Interfaced with the Directorates with the Contracting Support Office, involving travel to remote Forward Operation Bases to conduct site assessments regarding the delivery of

service to the U.S. Military.

- Conducted 15 site assessments throughout the Afghanistan South Area of Responsibility and completed five subject-specific risk assessments covering the delivery of health services to Ammunition Holding Areas.

- Filled in for the Risk Management Directorate as requested.

Program Manager

January 2009 – June 2011

Centennial, Colorado

- Served as Program Manager for the City of Centennial's Public Works Department, managing functions such as snow removal, right-of-way maintenance, traffic engineering/maintenance, and call center response.
- Coordinated activities between CH2M HILL and its subcontractors to accomplish key metrics and served as the primary contact between the City and CH2M HILL in the administration and performance of the contract.
- Signed, developed, established and evaluated work processes and procedures to deliver public work services, and evaluated the effectiveness and efficiency of these services
- Assisted municipality staff and elected and appointed officials, and attended and participated in council, board, and commission meetings. Developed work plans, determined priorities, and developed work schedules to meet community needs for all areas of municipal services.

Program Manager

September 2008 – January 2009

September 2012 – June 2013

- Worked on various projects for CH2M HILL including a team member for governance and sustainability for the Masdar Project in Abu Dhabi, UAE.

City Manager

July 1991 – September 2008

City of Traverse City

Traverse City, Michigan

- Responsible for administration of city operations and intergovernmental relationships for this city of more than 14,000 in Northern Michigan. The city sits on Grand Traverse Bay and is the regional hub for medical, education, media, commercial, industrial, and other community-service providers for a nine-county area.
- Coordinated with six other municipalities and Grand Traverse County to deliver effective and cost-efficient services for the municipalities. Facilitated, developed, and maintained intergovernmental relationships necessary for essential service delivery for the city and region. Collaborated with a team to oversee contract administration, economic development, traffic management, rental housing administration, human resources, labor relations, media relations, website development, purchasing, Americans with Disabilities Act coordination, and neighborhood partnerships.
- During my 17-year tenure, the city achieved and maintained a 25 percent General Fund balance and its Standard and Poor's financial rating improved from A to AA-. Other accomplishments and projects include:
 - Created the Recreational Authority to purchase land to be maintained in public trust
 - Oversaw a \$20.5 million marina expansion and improvement
 - Oversaw a \$31 million regional wastewater treatment expansion incorporating new filter membrane technology
 - Spurred resurgence of private investment in downtown district

City Manager

October 1986 – July 1991

Cities of Fulton and South Fulton

Fulton, Kentucky and South Fulton, Tennessee

- Was the sole individual to assume the role as the City Manager, administering operations of two cities located on the Tennessee-Kentucky state line. With a combined population of 5,300, assisted the cities in Northwest Tennessee and Western Kentucky to work together on everything from community activities to promoting growth. It must be noted that I served as City Manager of Fulton, Kentucky three years prior to the combined role.

Administration Assistant to County Judge/Executive June 1979 – October 1986

County of Daviess County

Daviess County, Kentucky

- Handled administrative duties for the chief elected county administrator for 7 years. The County is part of the Western Coal Fields region of Kentucky and was home to more than 85,000 residents. Gained key knowledge and experience in developing community vision, accomplishing local objectives, and enacting programs at the local government level.

References provided upon request

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Sarah Dvoracek, City Manager
Date: July 28, 2021
Re: Attitude Wellness, LLC (aka Lume Cannabis) Renewal Marihuana Applications
(Provisioning, Processor, and Grow Licenses) Approve Conditionally until
September 7, 2021

For the Agenda of July 28, 2021

Background. The city received three renewal marihuana applications for Attitude Wellness, LLC for their provisioning, processor, and grow licenses. All three licenses are set to expire on May 18, 2021.

Issues & Questions Specified. City staff has scheduled a meeting with a consultant next week to interpret the results for effluent results. Scheduling has been difficult with people on vacation. Regarding the air quality test results, I had a difficult time finding a consultant with cannabis experience. Finally last week I was able to contact a consultant with cannabis experience and she started to investigate the air quality results on Tuesday.

Alternatives. n/a

Financial Impact. There will be a cost related to hiring a consultant to interpret the results.

Recommendation. I am recommending the city council approve all three renewal licenses, provisioning, processor, and grow licenses **conditionally** until September 7, 2021.

Attachments. n/a

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members
From: Sarah Dvoracek, City Manager
Date: July 29, 2021
Re: Request to Sell Lot 1 Industrial Park

For the Agenda of the Council Meeting August 2, 2021

Background. The city was contacted by Visio Clara, LLC (affiliated with Lume Cannabis) to purchase Lot 1 in the Industrial Park. Visio Clara, LLC provided the attached offer to purchase real estate.

Issues & Questions Specified. Council shall consider this offer to purchase real estate.

Alternatives.

1. Do not approve.

Financial Impact. The city would benefit from the sale of this land in general, sewer, and water funds.

Recommendation. I am seeking council's guidance.

Attachments.

1. Offer to Purchase Real Estate (Agreement of Sale)
2. Sketches and Surveys of Property

AGREEMENT OF SALE

OFFER TO PURCHASE REAL ESTATE

1. **THE UNDERSIGNED**, VISIO CLARA, LLC, hereby offers and agrees to purchase property situated in the City of Evart, County of Osceola, State of Michigan, described as follows:

LOT 1, EVART AIR INDUSTRIAL PARK

and to pay therefore the sum of: \$100,000.00

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

2. **TERMS OF PURCHASE:**

LAND CONTRACT SALE:

This is a Land Contract sale. The sum of \$10,000.00, as a down payment with the balance of \$90,000.00, payable as follows:

Annual payments of \$22,500.00, plus accrued interest, at the rate of Three (3%) percent, per annum, on the anniversary date of this agreement, until _____, when the entire balance is due and payable.

3. **TIME OF CLOSING:**

Sale to be closed on or before August 31, 2021

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 he is notified in writing of the particular 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:**

The Seller is currently tax exempt, since it 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. Purchaser has permission, upon payment of the Earnest Money, to go onto the property for the purpose of cleanup and repair.

7. INSPECTIONS:

Buyer has inspected the property and agrees to take the property "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 the agreement, or to receive Purchaser's earnest money, as liquidated damages.

9. SELLER DEFAULT:

In the event of a default by the seller hereunder, the purchaser may at his option elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his deposit in full termination of this agreement.

10. PARTIES:

The pronouns and relative words herein used 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:

Buyer to pay all closing costs

Buyer to obtain all permits, including the Special Use Permit, and the use will be Beverage Manufacturing or Processing and Candy Manufacturing or Processing, along with some retail use.

Buyer to have the construction completed and be operational no later than June 1, 2022.

Dated:

VISIO CLARA, LLC

BY: JOHN A. ABBO
Authorized Signatory

Address:

Phone:

ACCEPTANCE OF OFFER

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

CITY OF EVART

BY: CHRIS EMERICK, MAYOR

BY: KATHY FIEBIG, CITY CLERK

DATED:

Address:

Phone:

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

07/26/2021 10:19 AM

Parcel:	51 610 001 00	Current Class:	302.INDUSTRIAL-VACANT
Owner's Name:	CITY OF EVART LDFA	Previous Class:	302.INDUSTRIAL-VACANT
Property Address:	W SEVENTH ST EVART, MI 49631	Taxable Status	EXEMPT (211.7M)
		Prev. Taxable Status	EXEMPT (211.7M)
		Gov. Unit:	51 CITY OF EVART
Liber/Page:	580:863	Map #	
Split:	/ /	School:	67020 EVART PUBLIC SCHOOLS
Public Impr.:	None	Neighborhood:	EXEMP EXEMPT PROPERTY
Topography:	None		
Mailing Address:		Description:	
CITY OF EVART LDFA		LOT 1 EVART AIR INDUSTRIAL PARK	
127 N RIVER ST			
EVART MI 49631			

Most Recent Sale Information

None Found

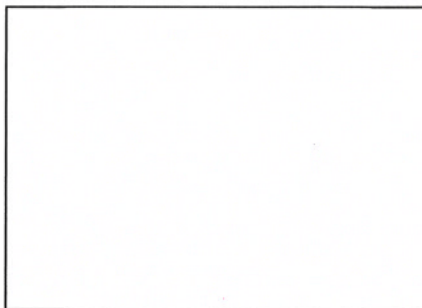
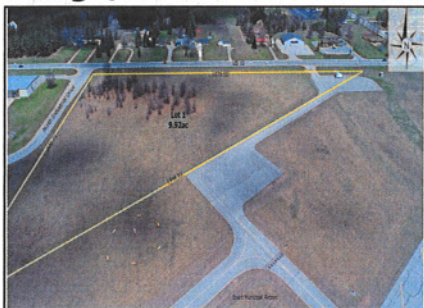
Most Recent Permit Information

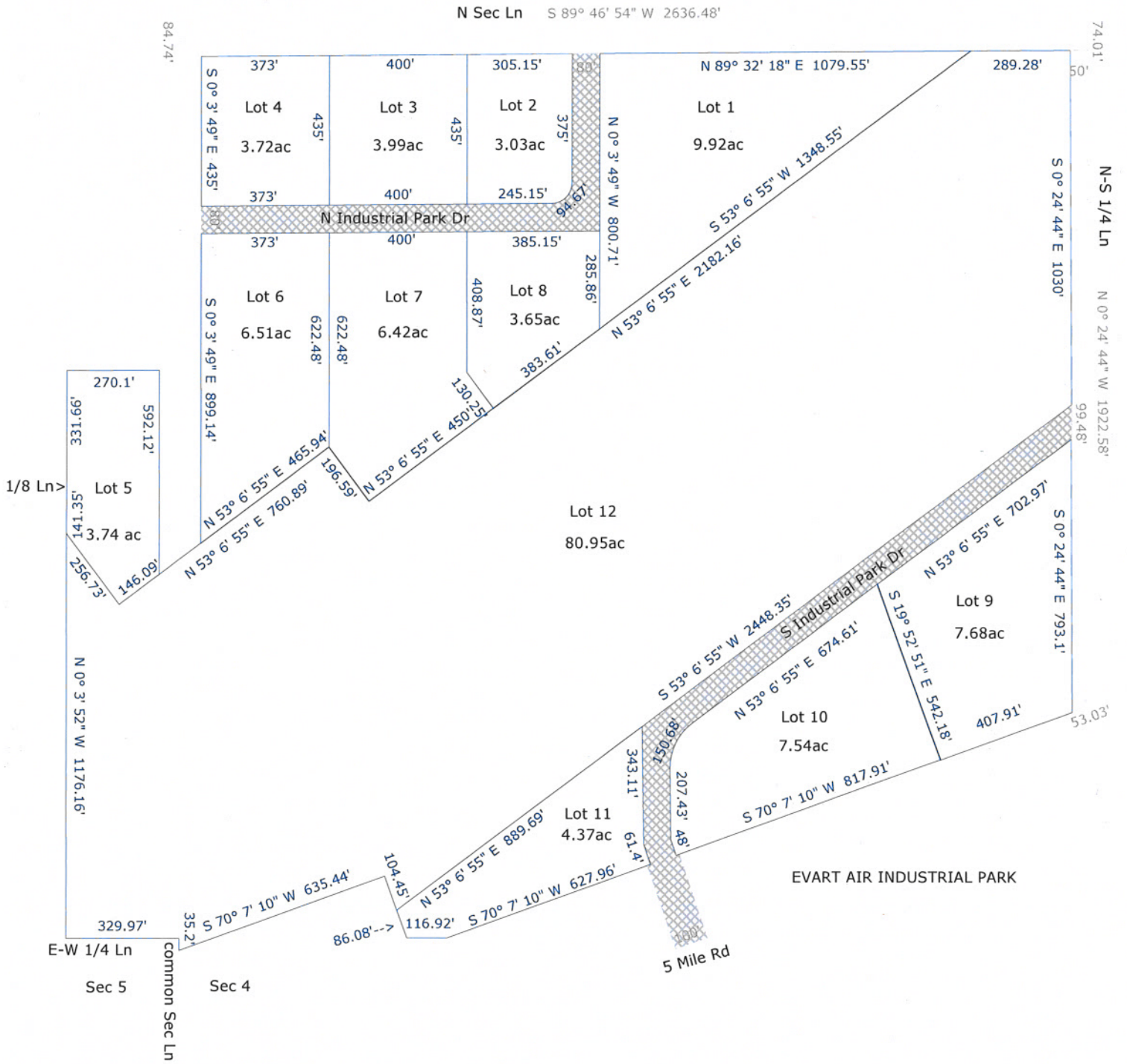
Permit PP14-0099 on 09/26/2014 for \$0 category .

Physical Property Characteristics

2022 S.E.V.:	0	2022 Taxable:	0	Lot Dimensions:	
2021 S.E.V.:	0	2021 Taxable:	0	Acreage:	5.00
Zoning:		Land Value:	87,120	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

Image/Sketch





NW CORNER
SEC 4, T17N, R8W
L.C.R.C. L3 P106

EVART TOWNSHIP

PLAT OF MILES' SURVEY
LISEN 2 OF PLATS P 66

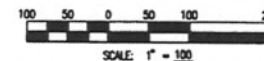
N 1/4 COR SEC 4
T17N, R8W
L.C.R.C. L3 P106

SHEET 3 OF 8

NORTH SECTION LINE

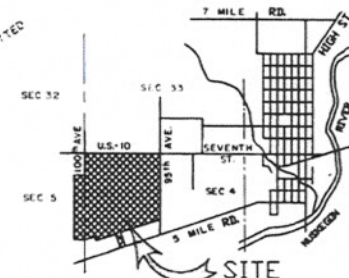
CL US10 80' (1/2 WIDTH)
(SEE DETAIL THIS SHEET)

EVART AIR INDUSTRIAL PARK
A PART OF THE NW 1/4 AND THE SW 1/4 OF SECTION
4 AND A PART OF NE 1/4 OF SECTION 5, T17N,
R8W, CITY OF EVART, OSCEOLA COUNTY, MICHIGAN.



LEGEND

1. ALL DIMENSIONS ARE IN FEET.
2. CONCRETE MONUMENTS HAVE BEEN PLACED AT ALL POINTS MARKED "O".
3. LOT CORNERS ARE MARKED WITH 1/2" IRONS, 18" IN LENGTH AND IDENTIFICATION CAPS: JAR 25688
4. MONUMENTS ARE 1/2" DIAMETER STEEL BARS 36" IN LENGTH ENCASED IN CONCRETE 4" IN DIAMETER.
5. BEARINGS ARE BASED ON MDOT PROJECT # 67-31, FILE # 67-R-2 FOR US-10.
6. (R) DENOTES A RADIAL LINE.
7. ALL CURVILINEAR MEASUREMENTS ARE ARC DISTANCES.



VICINITY MAP
NO SCALE

CENTER
SEC 4, T17N, R8W
L.C.R.C. L3 P106



SEE SHEET 2 OF 8

FRONT
N 00°03'48" W
513.00
10' PRIVATE EASEMENT
FOR PUBLIC UTILITIES

MATCH LINE - SEE SHEET 6 OF 8

SEE SHEET 6 OF 8

CL US 10 DETAIL
NO SCALE



63567

07/29/2021 09:00 AM
User: JENNIE
DB: CITY OF EVART

CHECK DISBURSEMENT REPORT FOR CITY OF EVART
CHECK DATE FROM 07/27/2021 - 08/02/2021
Banks: 751

Page 1/4

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/28/2021	751	38610	WALSH MUNICIPAL SERVICES LLC	PROFESSIONAL SERVICES	101-265-801.000	2,600.00
		38610		PROFESSIONAL SERVICES	590-537-801.000	2,600.00
		38610		PROFESSIONAL SERVICES	591-545-801.000	2,600.00
						<hr/> 7,800.00
08/02/2021	751	38611	BARNETT'S AUTO REPAIR	PROFESSIONAL SERVICES	101-301-801.000	123.50
		38611		VEHICLE REPAIR & MAINTENANCE	101-301-931.000	521.79
		38611		REPAIRS AND MAINTENANCE	661-599-930.000	61.50
						<hr/> 706.79
08/02/2021	751	38612	BEAVER TREE AND IRRIGATION, LLC	PROFESSIONAL SERVICES	101-444-801.000	900.00
08/02/2021	751	38613	BS&A SOFTWARE, INC	COMPUTERS/EQUIPMENT/IT	101-265-932.000	68.33
		38613		COMPUTERS/EQUIPMENT/IT	209-276-932.000	365.00
		38613		COMPUTERS/EQUIPMENT/IT	590-537-932.000	68.33
		38613		COMPUTERS/EQUIPMENT/IT	591-545-932.000	68.34
						<hr/> 570.00
08/02/2021	751	38614	CATERPILLAR FINANCIAL SERVICES	PRINCIPAL	661-907-950.991	22,040.29
08/02/2021	751	38615	EGLE	OUTSOURCED TESTING	591-546-730.000	69.00
08/02/2021	751	38616	GREEN ELECTRICAL SUPPLY	REPAIRS AND MAINTENANCE	101-448-930.000	674.74
08/02/2021	751	38617	HOMETOWN HARDWARE	OPERATING SUPPLIES	101-265-740.000	49.98
		38617		REPAIRS AND MAINTENANCE	207-751-930.000	32.71
		38617		OPERATING SUPPLIES	590-537-740.000	32.71
		38617		OPERATING SUPPLIES	591-545-740.000	32.71
		38617		OPERATING SUPPLIES	661-599-740.000	6.98
						<hr/> 155.09
08/02/2021	751	38618	IMAGEGRAPHICS	PROFESSIONAL SERVICES	661-599-801.000	480.00
08/02/2021	751	38619	MENARDS - BIG RAPIDS	OPERATING SUPPLIES	590-538-740.000	323.49
		38619		OPERATING SUPPLIES	591-546-740.000	323.49
						<hr/> 646.98
08/02/2021	751	38620	MICHIGAN MUNICIPAL RISK AUTHOR	MISCELLANEOUS EXPENSE	590-537-955.000	1,545.47
08/02/2021	751	38621	MICHIGAN STATE POLICE	COMPUTERS/EQUIPMENT/IT	101-301-932.000	66.00
08/02/2021	751	38622	RCB CONTRACTING	PROFESSIONAL SERVICES	209-276-801.000	7,916.67
08/02/2021	751	38623	SMITH LUMBER CO	OPERATING SUPPLIES	101-301-740.000	57.99
08/02/2021	751	38624	STANDARD INSURANCE CO.	OTHER FRINGE BENEFITS	101-301-719.000	155.96
		38624		OTHER FRINGE BENEFITS	101-850-719.000	111.40
		38624		OTHER FRINGE BENEFITS	202-850-719.000	13.37
		38624		OTHER FRINGE BENEFITS	203-850-719.000	8.91

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CHECK DISBURSEMENT REPORT FOR CITY OF EVART
CHECK DATE FROM 07/27/2021 - 08/02/2021
Banks: 751

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
		38624		OTHER FRINGE BENEFITS	590-850-719.000	84.66
		38624		OTHER FRINGE BENEFITS	591-850-719.000	71.29
						<hr/> 445.59
08/02/2021	751	38625	STAPLES CREDIT PLAN	OFFICE SUPPLIES	101-265-727.000	39.16
		38625		OFFICE SUPPLIES	101-301-727.000	37.49
		38625		COMPUTERS/EQUIPMENT/IT	101-301-932.000	102.55
		38625		OFFICE SUPPLIES	590-537-727.000	39.16
		38625		OFFICE SUPPLIES	591-545-727.000	39.15
						<hr/> 257.51
08/02/2021	751	38626	XEROX CORPORATION	PUBLISHING/PRINTING	101-301-900.000	77.95
08/02/2021	751	641 (E)	CONSUMERS ENERGY	UTILITIES	590-538-921.000	3,424.01
		641 (E)		UTILITIES	591-546-921.000	6,290.88
						<hr/> 9,714.89
08/02/2021	751	642 (E)	VERIZON WIRELESS	COMMUNICATIONS	101-265-850.000	81.70
		642 (E)		COMMUNICATIONS	101-301-850.000	124.74
		642 (E)		COMMUNICATIONS	590-537-850.000	81.70
		642 (E)		COMMUNICATIONS	591-546-850.000	81.70
						<hr/> 369.84
08/02/2021	751	643 (A)	AMERICAN SPECIALTY PRODUCTS	OPERATING SUPPLIES	661-599-740.000	635.31
08/02/2021	751	644 (A)	DVORACEK, SARAH	COMMUNICATIONS	101-265-850.000	13.33
		644 (A)		COMMUNICATIONS	590-537-850.000	13.33
		644 (A)		COMMUNICATIONS	591-545-850.000	13.34
						<hr/> 40.00
08/02/2021	751	645 (A)	FLACHS, MICHAEL	COMMUNICATIONS	590-537-850.000	20.00
		645 (A)		COMMUNICATIONS	591-545-850.000	20.00
						<hr/> 40.00
08/02/2021	751	646 (A)	JOHN BEAM JR.	COMMUNICATIONS	101-301-850.000	40.00
08/02/2021	751	647 (A)	MARTIN, DALE	COMMUNICATIONS	590-537-850.000	20.00
		647 (A)		COMMUNICATIONS	591-545-850.000	20.00
						<hr/> 40.00
08/02/2021	751	648 (A)	MOMA, DUSTIN	COMMUNICATIONS	590-537-850.000	20.00
		648 (A)		COMMUNICATIONS	591-545-850.000	20.00
						<hr/> 40.00
08/02/2021	751	649 (A)	MUCZYNSKI, PATRICK	COMMUNICATIONS	590-537-850.000	20.00
		649 (A)		COMMUNICATIONS	591-545-850.000	20.00
						<hr/> 20.00

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DB: CITY OF EVART

CHECK DISBURSEMENT REPORT FOR CITY OF EVART
CHECK DATE FROM 07/27/2021 - 08/02/2021
Banks: 751

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
						40.00
08/02/2021	751	650 (A)	PATRICK MCCLURE	K-9 RELATED EXPENSES	101-301-726.000	49.99
08/02/2021	751	651 (A)	PEPPER LOCKHART	COMMUNICATIONS	101-265-850.000	13.33
		651 (A)		COMMUNICATIONS	590-537-850.000	13.33
		651 (A)		COMMUNICATIONS	591-545-850.000	13.34
						40.00
08/02/2021	751	652 (A)	TRACE ANALYTICAL LABORATORIES	OUTSOURCED TESTING	591-546-730.000	1,745.80
08/02/2021	751	653 (A)	TUPPER, VICTORIA	TRAVEL EXPENSES	101-441-860.000	1.00
		653 (A)		TRAVEL EXPENSES	590-537-860.000	1.00
		653 (A)		TRAVEL EXPENSES	591-545-860.000	1.01
						3.01
08/02/2021	751	654 (A)	USA BLUE BOOK	OPERATING SUPPLIES	591-546-740.000	631.83
08/02/2021	751	655 (A)	WHITE LAW OFFICE	PROFESSIONAL SERVICES	101-210-801.000	729.17
		655 (A)		Attorney Fees - Police	101-301-801.301	729.17
		655 (A)		PROFESSIONAL SERVICES	590-538-801.000	729.16
		655 (A)		PROFESSIONAL SERVICES	591-546-801.000	729.17
						2,916.67
08/02/2021	751	656 (A)	ZINGER, ADAM	COMMUNICATIONS	590-537-850.000	20.00
		656 (A)		COMMUNICATIONS	591-545-850.000	20.00
						40.00
			TOTAL - ALL FUNDS	TOTAL OF 33 CHECKS		60,797.41

--- GL TOTALS ---

101-210-801.000	PROFESSIONAL SERVICES	729.17
101-265-727.000	OFFICE SUPPLIES	39.16
101-265-740.000	OPERATING SUPPLIES	49.98
101-265-801.000	PROFESSIONAL SERVICES	2,600.00
101-265-850.000	COMMUNICATIONS	108.36
101-265-932.000	COMPUTERS/EQUIPMENT/IT	68.33
101-301-719.000	OTHER FRINGE BENEFITS	155.96
101-301-726.000	K-9 RELATED EXPENSES	49.99
101-301-727.000	OFFICE SUPPLIES	37.49
101-301-740.000	OPERATING SUPPLIES	57.99
101-301-801.000	PROFESSIONAL SERVICES	123.50
101-301-801.301	Attorney Fees - Police	729.17
101-301-850.000	COMMUNICATIONS	164.74
101-301-900.000	PUBLISHING/PRINTING	77.95
101-301-931.000	VEHICLE REPAIR & MAINTENANCE	521.79
101-301-932.000	COMPUTERS/EQUIPMENT/IT	168.55

Banks: 751

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-441-860.000			TRAVEL EXPENSES		1.00	
101-444-801.000			PROFESSIONAL SERVICES		900.00	
101-448-930.000			REPAIRS AND MAINTENANCE		674.74	
101-850-719.000			OTHER FRINGE BENEFITS		111.40	
202-850-719.000			OTHER FRINGE BENEFITS		13.37	
203-850-719.000			OTHER FRINGE BENEFITS		8.91	
207-751-930.000			REPAIRS AND MAINTENANCE		32.71	
209-276-801.000			PROFESSIONAL SERVICES		7,916.67	
209-276-932.000			COMPUTERS/EQUIPMENT/IT		365.00	
590-537-727.000			OFFICE SUPPLIES		39.16	
590-537-740.000			OPERATING SUPPLIES		32.71	
590-537-801.000			PROFESSIONAL SERVICES		2,600.00	
590-537-850.000			COMMUNICATIONS		208.36	
590-537-860.000			TRAVEL EXPENSES		1.00	
590-537-932.000			COMPUTERS/EQUIPMENT/IT		68.33	
590-537-955.000			MISCELLANEOUS EXPENSE		1,545.47	
590-538-740.000			OPERATING SUPPLIES		323.49	
590-538-801.000			PROFESSIONAL SERVICES		729.16	
590-538-921.000			UTILITIES		3,424.01	
590-850-719.000			OTHER FRINGE BENEFITS		84.66	
591-545-727.000			OFFICE SUPPLIES		39.15	
591-545-740.000			OPERATING SUPPLIES		32.71	
591-545-801.000			PROFESSIONAL SERVICES		2,600.00	
591-545-850.000			COMMUNICATIONS		126.68	
591-545-860.000			TRAVEL EXPENSES		1.01	
591-545-932.000			COMPUTERS/EQUIPMENT/IT		68.34	
591-546-730.000			OUTSOURCED TESTING		1,814.80	
591-546-740.000			OPERATING SUPPLIES		955.32	
591-546-801.000			PROFESSIONAL SERVICES		729.17	
591-546-850.000			COMMUNICATIONS		81.70	
591-546-921.000			UTILITIES		6,290.88	
591-850-719.000			OTHER FRINGE BENEFITS		71.29	
661-599-740.000			OPERATING SUPPLIES		642.29	
661-599-801.000			PROFESSIONAL SERVICES		480.00	
661-599-930.000			REPAIRS AND MAINTENANCE		61.50	
661-907-950.991			PRINCIPAL		22,040.29	
			TOTAL		60,797.41	

Check Register Report For City Of Evert
For Check Dates 07/27/2021 to 08/02/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
07/28/2021	750	23196	MISDU	175.76	175.76	0.00	Open
07/28/2021	750	DD5739	BEAM, JOHN	1,096.15	0.00	719.19	Cleared
07/28/2021	750	DD5740	DUNCAN, JENNIFER	804.85	0.00	602.41	Cleared
07/28/2021	750	DD5741	DVORACEK, SARAH J	1,774.04	0.00	1,355.21	Cleared
07/28/2021	750	DD5742	FIEBIG, KATHY	167.79	0.00	147.81	Cleared
07/28/2021	750	DD5743	FLACHS, MICHAEL J	743.20	0.00	447.41	Cleared
07/28/2021	750	DD5744	HIGGINS, JERALD J	306.00	0.00	262.44	Cleared
07/28/2021	750	DD5745	LOCKHART, PEPPER L	1,025.82	0.00	789.38	Cleared
07/28/2021	750	DD5746	MARTIN, DALE	964.15	0.00	597.57	Cleared
07/28/2021	750	DD5747	MCCLURE, PATRICK K	875.48	0.00	646.25	Cleared
07/28/2021	750	DD5748	MISNER JR, JAMES T	337.50	0.00	269.79	Cleared
07/28/2021	750	DD5749	MOMA, DUSTIN L	1,394.23	0.00	1,036.02	Cleared
07/28/2021	750	DD5750	MUCZYNSKI, PATRICK	1,074.02	0.00	712.19	Cleared
07/28/2021	750	DD5751	PARISH JR., WILLIAM E	136.00	0.00	119.82	Cleared
07/28/2021	750	DD5752	SWIFT-ECKERT, TERESA M	352.80	0.00	322.83	Cleared
07/28/2021	750	DD5753	TUPPER, VICTORIA	109.95	0.00	96.87	Cleared
07/28/2021	750	DD5754	ZINGER, ADAM	938.29	0.00	646.17	Cleared
07/28/2021	750	EFT615	FEDERAL 941	2,593.39	2,593.39	0.00	Open
Totals:							
		Number of Checks:	018	14,869.42	2,769.15	8,771.36	
		Total Physical Checks:	1				
		Total Check Stubs:	17				

PERIOD ENDING 07/31/2021

% Fiscal Year Completed: 8.49

		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	07/31/2021	MONTH 07/31/2021	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND						
Revenues						
Dept 000 - 728						
101-000-403.000	CURRENT PROPERTY TAXES	461,700.00	33,429.28	33,429.28	428,270.72	7.24
101-000-404.000	INDUSTRIAL FACILITIES TAX	1,700.00	0.00	0.00	1,700.00	0.00
101-000-406.000	PRIOR YEAR TAX REVENUE	1,500.00	0.00	0.00	1,500.00	0.00
101-000-424.000	TRAILER TAXES	100.00	0.00	0.00	100.00	0.00
101-000-425.000	PAYMENTS IN LIEU OF TAXES	4,400.00	0.00	0.00	4,400.00	0.00
101-000-439.000	MARIJUANA TAX	28,000.00	0.00	0.00	28,000.00	0.00
101-000-443.000	ADMIN FEE-PROPERTY TAXES	11,200.00	285.83	285.83	10,914.17	2.55
101-000-445.000	PENALTIES AND INTEREST ON TAX	5,100.00	0.00	0.00	5,100.00	0.00
101-000-446.000	LEASE REVENUE	30,600.00	0.00	0.00	30,600.00	0.00
101-000-452.000	CABLE FRANCHISE	28,000.00	0.00	0.00	28,000.00	0.00
101-000-453.000	MISCELLANEOUS PERMITS	500.00	1.00	1.00	499.00	0.20
101-000-478.000	ZONING APPLICATION FEES	1,000.00	50.00	50.00	950.00	5.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	105,000.00	0.00	0.00	105,000.00	0.00
101-000-574.000	STATE SHARED REVENUE	193,000.00	0.00	0.00	193,000.00	0.00
101-000-575.000	METRO ACT - SOM	0.00	500.00	500.00	(500.00)	100.00
101-000-579.000	MARIJUANA APPLICATION FEE	20,000.00	0.00	0.00	20,000.00	0.00
101-000-627.000	REFUSE COLLECTION	93,800.00	9,726.67	9,726.67	84,073.33	10.37
101-000-650.000	FINES AND FORFEITS	500.00	0.00	0.00	500.00	0.00
101-000-660.000	INTEREST AND PENALTIES	1,000.00	0.00	0.00	1,000.00	0.00
101-000-665.000	INTEREST-REVENUE	500.00	0.00	0.00	500.00	0.00
101-000-685.000	MISCELLANEOUS REVENUE	100,000.00	254.92	254.92	99,745.08	0.25
Total Dept 000 - 728		1,087,600.00	44,247.70	44,247.70	1,043,352.30	4.07
Dept 301 - POLICE						
101-301-480.100	PUBLIC SAFETY MILLAGE	57,000.00	0.00	0.00	57,000.00	0.00
101-301-482.000	CANINE OFFICER DONATIONS	500.00	0.00	0.00	500.00	0.00
101-301-483.000	DIVERSION SURVEY FEES	1,500.00	0.00	0.00	1,500.00	0.00
101-301-572.301	COMMUNITY POLICE FUND	1,000.00	0.00	0.00	1,000.00	0.00
101-301-574.578	LIQUOR LICENSES	1,600.00	0.00	0.00	1,600.00	0.00
101-301-610.000	POLICE REPORTS/ FOIA ONLY	600.00	0.00	0.00	600.00	0.00
101-301-650.000	FINES/TICKETS/FORFEITS	2,500.00	0.00	0.00	2,500.00	0.00
101-301-681.000	RESTITUTION	400.00	0.00	0.00	400.00	0.00
101-301-685.000	MISCELLANEOUS REVENUE	1,000.00	0.00	0.00	1,000.00	0.00
101-301-685.302	PA 302 REVENUE	500.00	0.00	0.00	500.00	0.00
Total Dept 301 - POLICE		66,600.00	0.00	0.00	66,600.00	0.00
Dept 442 - AIRPORT						
101-442-685.000	RENT REVENUE 400.00/MONTH	7,200.00	600.00	600.00	6,600.00	8.33
Total Dept 442 - AIRPORT		7,200.00	600.00	600.00	6,600.00	8.33
TOTAL REVENUES		1,161,400.00	44,847.70	44,847.70	1,116,552.30	3.86
Expenditures						
Dept 000 - 728						
101-000-955.000	MISCELLANEOUS EXPENSE	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 000 - 728		1,000.00	0.00	0.00	1,000.00	0.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF EVART

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PERIOD ENDING 07/31/2021

% Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 07/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Dept 101 - CITY COUNCIL						
101-101-707.000	SAL/WAGES, PT	8,300.00	3,000.00	3,000.00	5,300.00	36.14
101-101-740.000	OPERATING SUPPLIES	100.00	15.00	15.00	85.00	15.00
101-101-957.000	EDUCATION AND TRAINING	2,000.00	150.00	150.00	1,850.00	7.50
Total Dept 101 - CITY COUNCIL		10,400.00	3,165.00	3,165.00	7,235.00	30.43
Dept 171 - MAYOR						
101-171-707.000	SAL/WAGES, PT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 171 - MAYOR		1,000.00	0.00	0.00	1,000.00	0.00
Dept 172 - CITY MANAGER						
101-172-702.000	SALARIES	31,200.00	2,341.70	2,341.70	28,858.30	7.51
101-172-807.000	MEMBERSHIP AND DUES	2,100.00	0.00	0.00	2,100.00	0.00
101-172-850.000	COMMUNICATIONS	500.00	0.00	0.00	500.00	0.00
101-172-860.000	TRAVEL EXPENSES	600.00	0.00	0.00	600.00	0.00
101-172-957.000	EDUCATION AND TRAINING	4,200.00	0.00	0.00	4,200.00	0.00
Total Dept 172 - CITY MANAGER		38,600.00	2,341.70	2,341.70	36,258.30	6.07
Dept 191 - ELECTIONS						
101-191-707.000	SAL/WAGES, PT	3,600.00	0.00	0.00	3,600.00	0.00
101-191-740.000	OPERATING SUPPLIES	3,200.00	0.00	0.00	3,200.00	0.00
101-191-741.000	POSTAGE & SHIPPING	900.00	0.00	0.00	900.00	0.00
101-191-801.000	PROFESSIONAL SERVICES	1,800.00	0.00	0.00	1,800.00	0.00
101-191-860.000	TRAVEL EXPENSES	100.00	0.00	0.00	100.00	0.00
101-191-900.000	PUBLISHING/PRINTING	600.00	0.00	0.00	600.00	0.00
101-191-957.000	EDUCATION AND TRAINING	300.00	0.00	0.00	300.00	0.00
Total Dept 191 - ELECTIONS		10,500.00	0.00	0.00	10,500.00	0.00
Dept 202 - PROFESSIONAL SERVICES						
101-202-803.000	INDEPENDENT AUDITOR SERVICES	7,800.00	0.00	0.00	7,800.00	0.00
Total Dept 202 - PROFESSIONAL SERVICES		7,800.00	0.00	0.00	7,800.00	0.00
Dept 203 - TREASURER-ACCOUNTS MANAGER						
101-203-702.000	SALARIES	17,200.00	1,354.12	1,354.12	15,845.88	7.87
101-203-807.000	MEMBERSHIP AND DUES	500.00	0.00	0.00	500.00	0.00
101-203-850.000	COMMUNICATIONS	500.00	0.00	0.00	500.00	0.00
101-203-860.000	TRAVEL EXPENSES	1,000.00	0.00	0.00	1,000.00	0.00
101-203-900.000	PUBLISHING/PRINTING	2,500.00	826.66	826.66	1,673.34	33.07
101-203-932.000	COMPUTERS/EQUIPMENT/IT	400.00	0.00	0.00	400.00	0.00
101-203-957.000	EDUCATION AND TRAINING	1,600.00	0.00	0.00	1,600.00	0.00
Total Dept 203 - TREASURER-ACCOUNTS MANAGER		23,700.00	2,180.78	2,180.78	21,519.22	9.20
Dept 209 - ASSESSOR						
101-209-702.000	SALARY AND WAGES - HOURLY	14,700.00	1,173.33	1,173.33	13,526.67	7.98

PERIOD ENDING 07/31/2021

% Fiscal Year Completed: 8.49

		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	07/31/2021	MONTH 07/31/2021	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND						
Expenditures						
101-209-740.000	OPERATING SUPPLIES	500.00	0.00	0.00	500.00	0.00
101-209-741.000	POSTAGE & SHIPPING	300.00	0.00	0.00	300.00	0.00
101-209-801.000	PROFESSIONAL SERVICES	800.00	0.00	0.00	800.00	0.00
101-209-807.000	MEMBERSHIP AND DUES	700.00	0.00	0.00	700.00	0.00
101-209-900.000	PUBLISHING/PRINTING	100.00	45.15	45.15	54.85	45.15
Total Dept 209 - ASSESSOR		17,100.00	1,218.48	1,218.48	15,881.52	7.13
Dept 210 - ATTORNEY, PROF. SERVICES						
101-210-801.000	PROFESSIONAL SERVICES	13,800.00	729.17	729.17	13,070.83	5.28
Total Dept 210 - ATTORNEY, PROF. SERVICES		13,800.00	729.17	729.17	13,070.83	5.28
Dept 215 - CITY CLERK						
101-215-702.000	SALARIES	9,000.00	669.24	669.24	8,330.76	7.44
101-215-740.000	OPERATING SUPPLIES	300.00	0.00	0.00	300.00	0.00
101-215-807.000	MEMBERSHIP AND DUES	200.00	0.00	0.00	200.00	0.00
101-215-860.000	TRAVEL EXPENSES	100.00	0.00	0.00	100.00	0.00
101-215-900.000	PUBLISHING/PRINTING	1,900.00	0.00	0.00	1,900.00	0.00
Total Dept 215 - CITY CLERK		11,500.00	669.24	669.24	10,830.76	5.82
Dept 242 - PLANNING & ZONING						
101-242-706.000	CODE ENFORCEMENT	15,000.00	0.00	0.00	15,000.00	0.00
101-242-740.000	OPERATING SUPPLIES	100.00	0.00	0.00	100.00	0.00
101-242-741.000	POSTAGE & SHIPPING	100.00	53.35	53.35	46.65	53.35
101-242-860.000	TRAVEL EXPENSES	300.00	0.00	0.00	300.00	0.00
101-242-900.000	PUBLISHING/PRINTING	400.00	0.00	0.00	400.00	0.00
101-242-957.000	EDUCATION AND TRAINING	800.00	60.00	60.00	740.00	7.50
Total Dept 242 - PLANNING & ZONING		16,700.00	113.35	113.35	16,586.65	0.68
Dept 247 - BOARD OF REVIEW						
101-247-707.000	SAL/WAGES, PT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 247 - BOARD OF REVIEW		1,000.00	0.00	0.00	1,000.00	0.00
Dept 265 - CITY HALL						
101-265-706.000	SALARY AND WAGES - HOURLY	5,700.00	401.94	401.94	5,298.06	7.05
101-265-727.000	OFFICE SUPPLIES	1,200.00	49.31	49.31	1,150.69	4.11
101-265-740.000	OPERATING SUPPLIES	2,600.00	343.94	343.94	2,256.06	13.23
101-265-741.000	POSTAGE & SHIPPING	3,100.00	0.00	0.00	3,100.00	0.00
101-265-801.000	PROFESSIONAL SERVICES	4,200.00	2,874.50	2,874.50	1,325.50	68.44
101-265-807.000	MEMBERSHIP AND DUES	500.00	0.00	0.00	500.00	0.00
101-265-840.000	PHYSICALS	500.00	0.00	0.00	500.00	0.00
101-265-850.000	COMMUNICATIONS	2,000.00	397.92	397.92	1,602.08	19.90
101-265-900.000	PUBLISHING/PRINTING	1,600.00	178.92	178.92	1,421.08	11.18
101-265-921.000	UTILITIES	2,700.00	317.66	317.66	2,382.34	11.77
101-265-930.000	REPAIRS AND MAINTENANCE	800.00	0.00	0.00	800.00	0.00
101-265-932.000	COMPUTERS/EQUIPMENT/IT	4,300.00	0.00	0.00	4,300.00	0.00
101-265-943.000	EQUIPMENT RENTAL	500.00	0.00	0.00	500.00	0.00

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		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
		07/31/2021	07/31/2021	MONTH 07/31/2021	BALANCE	% BDGT
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND						
Expenditures						
101-265-955.000	MISCELLANEOUS EXPENSE	100.00	0.00	0.00	100.00	0.00
Total Dept 265 - CITY HALL		29,800.00	4,564.19	4,564.19	25,235.81	15.32
Dept 301 - POLICE						
101-301-681.302	PA 302 EXPENDITURES	900.00	0.00	0.00	900.00	0.00
101-301-702.000	SALARIES	63,800.00	7,276.90	7,276.90	56,523.10	11.41
101-301-706.000	SALARY AND WAGES - HOURLY	170,000.00	3,948.96	3,948.96	166,051.04	2.32
101-301-706.100	OVERTIME WAGES	2,100.00	302.81	302.81	1,797.19	14.42
101-301-707.000	SAL/WAGES, PT	22,900.00	1,116.00	1,116.00	21,784.00	4.87
101-301-707.100	POLICE SECRETARY	20,800.00	874.65	874.65	19,925.35	4.21
101-301-719.000	OTHER FRINGE BENEFITS	2,500.00	187.88	187.88	2,312.12	7.52
101-301-724.000	WORKMENS COMPENSATION	3,300.00	0.00	0.00	3,300.00	0.00
101-301-726.000	K-9 RELATED EXPENSES	1,200.00	0.00	0.00	1,200.00	0.00
101-301-727.000	OFFICE SUPPLIES	1,000.00	27.29	27.29	972.71	2.73
101-301-740.000	OPERATING SUPPLIES	4,400.00	0.00	0.00	4,400.00	0.00
101-301-741.000	POSTAGE & SHIPPING	400.00	0.00	0.00	400.00	0.00
101-301-744.000	AMMUNITION	1,000.00	0.00	0.00	1,000.00	0.00
101-301-745.000	FIREARMS	500.00	0.00	0.00	500.00	0.00
101-301-746.000	Community Policing Fund	1,500.00	0.00	0.00	1,500.00	0.00
101-301-758.006	UNIFORMS	500.00	0.00	0.00	500.00	0.00
101-301-801.000	PROFESSIONAL SERVICES	2,600.00	0.00	0.00	2,600.00	0.00
101-301-801.301	Attorney Fees - Police	13,200.00	729.16	729.16	12,470.84	5.52
101-301-807.000	MEMBERSHIP AND DUES	600.00	0.00	0.00	600.00	0.00
101-301-840.000	PHYSICALS	500.00	0.00	0.00	500.00	0.00
101-301-841.000	INVESTIGATIONS	500.00	152.00	152.00	348.00	30.40
101-301-850.000	COMMUNICATIONS	6,800.00	408.95	408.95	6,391.05	6.01
101-301-860.000	TRAVEL EXPENSES	2,600.00	0.00	0.00	2,600.00	0.00
101-301-861.000	GAS AND OIL	5,700.00	431.13	431.13	5,268.87	7.56
101-301-900.000	PUBLISHING/PRINTING	700.00	0.00	0.00	700.00	0.00
101-301-912.000	LIABILITY INSURANCE	14,100.00	5,074.30	5,074.30	9,025.70	35.99
101-301-921.000	UTILITIES	4,500.00	293.44	293.44	4,206.56	6.52
101-301-930.000	REPAIRS AND MAINTENANCE	2,100.00	0.00	0.00	2,100.00	0.00
101-301-931.000	VEHICLE REPAIR & MAINTENANCE	8,500.00	0.00	0.00	8,500.00	0.00
101-301-932.000	COMPUTERS/EQUIPMENT/IT	6,900.00	63.26	63.26	6,836.74	0.92
101-301-943.000	EQUIPMENT RENTAL - POLICE	2,100.00	0.00	0.00	2,100.00	0.00
101-301-957.000	EDUCATION AND TRAINING	3,100.00	0.00	0.00	3,100.00	0.00
101-301-970.100	CAPITAL OUTLAY-CAPITALIZED	5,200.00	0.00	0.00	5,200.00	0.00
Total Dept 301 - POLICE		376,500.00	20,886.73	20,886.73	355,613.27	5.55
Dept 303 - FIRE PROTECTION						
101-303-943.000	FOR FUTURE EQUIPMENT REPLACEMENT	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 303 - FIRE PROTECTION		5,000.00	0.00	0.00	5,000.00	0.00
Dept 395 - DOWNTOWN DEVELOPMENT AUTHORITY						
101-395-923.000	CONTRIBUTION TO DDA	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 395 - DOWNTOWN DEVELOPMENT AUTHORITY		20,000.00	0.00	0.00	20,000.00	0.00
Dept 396 - EXP. RELATED TO LDFA						

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GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 07/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-396-718.100	LDFA ANNUAL MERS PAYMENT	30,000.00	2,052.00	2,052.00	27,948.00	6.84
Total Dept 396 - EXP. RELATED TO LDFA		30,000.00	2,052.00	2,052.00	27,948.00	6.84
Dept 440 - BUILDING & GROUNDS						
101-440-740.000	OPERATING SUPPLIES	2,500.00	0.00	0.00	2,500.00	0.00
101-440-801.000	PROFESSIONAL SERVICES	33,100.00	5,134.00	5,134.00	27,966.00	15.51
101-440-850.000	COMMUNICATIONS	1,000.00	0.00	0.00	1,000.00	0.00
101-440-900.000	PUBLISHING/PRINTING	100.00	0.00	0.00	100.00	0.00
101-440-921.000	UTILITIES	4,400.00	293.34	293.34	4,106.66	6.67
101-440-930.000	REPAIRS AND MAINTENANCE	4,200.00	231.43	231.43	3,968.57	5.51
101-440-943.000	EQUIPMENT RENTAL	500.00	0.00	0.00	500.00	0.00
101-440-970.000	CAPITAL OUTLAY-NON CAPITALIZE	0.00	4,580.36	4,580.36	(4,580.36)	100.00
Total Dept 440 - BUILDING & GROUNDS		45,800.00	10,239.13	10,239.13	35,560.87	22.36
Dept 441 - DEPT OF PUBLIC WORKS						
101-441-702.000	SALARIES	7,300.00	613.53	613.53	6,686.47	8.40
101-441-706.000	SALARY AND WAGES - HOURLY	45,000.00	4,165.14	4,165.14	40,834.86	9.26
101-441-707.000	SAL/WAGES, PT	4,300.00	2,187.57	2,187.57	2,112.43	50.87
101-441-728.000	SAFETY SUPPLIES	500.00	0.00	0.00	500.00	0.00
101-441-740.000	OPERATING SUPPLIES	2,600.00	442.38	442.38	2,157.62	17.01
101-441-768.000	REIMBURSEMENT EXPENSE	1,800.00	284.34	284.34	1,515.66	15.80
101-441-801.000	PROFESSIONAL SERVICES	4,000.00	129.00	129.00	3,871.00	3.23
101-441-807.000	MEMBERSHIP AND DUES	500.00	0.00	0.00	500.00	0.00
101-441-808.000	LICENSES - EXPENSE	500.00	0.00	0.00	500.00	0.00
101-441-840.000	PHYSICALS/CDL DRUG TESTING	1,000.00	30.00	30.00	970.00	3.00
101-441-860.000	TRAVEL EXPENSES	1,000.00	2.11	2.11	997.89	0.21
101-441-900.000	PUBLISHING/PRINTING	1,000.00	0.00	0.00	1,000.00	0.00
101-441-921.000	UTILITIES	8,800.00	327.31	327.31	8,472.69	3.72
101-441-930.000	REPAIRS AND MAINTENANCE	1,000.00	121.79	121.79	878.21	12.18
101-441-932.000	COMPUTERS/EQUIPMENT/IT	1,000.00	0.00	0.00	1,000.00	0.00
101-441-943.000	EQUIPMENT RENTAL	13,500.00	0.00	0.00	13,500.00	0.00
101-441-957.000	EDUCATION AND TRAINING	400.00	0.00	0.00	400.00	0.00
Total Dept 441 - DEPT OF PUBLIC WORKS		94,200.00	8,303.17	8,303.17	85,896.83	8.81
Dept 442 - AIRPORT						
101-442-740.000	OPERATING SUPPLIES	500.00	0.00	0.00	500.00	0.00
101-442-801.000	PROFESSIONAL SERVICES	8,000.00	0.00	0.00	8,000.00	0.00
101-442-808.000	LICENSES - EXPENSE	300.00	0.00	0.00	300.00	0.00
101-442-850.000	COMMUNICATIONS	600.00	0.00	0.00	600.00	0.00
101-442-912.000	LIABILITY INSURANCE	2,600.00	0.00	0.00	2,600.00	0.00
101-442-921.000	UTILITIES	6,600.00	399.44	399.44	6,200.56	6.05
101-442-930.000	REPAIRS AND MAINTENANCE	3,000.00	0.00	0.00	3,000.00	0.00
101-442-943.000	EQUIPMENT RENTAL	7,300.00	0.00	0.00	7,300.00	0.00
Total Dept 442 - AIRPORT		28,900.00	399.44	399.44	28,500.56	1.38
Dept 443 - TREES						
101-443-943.000	EQUIPMENT RENTAL	19,800.00	0.00	0.00	19,800.00	0.00

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2021 NORMAL (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 443 - TREES		19,800.00	0.00	0.00	19,800.00	0.00
Dept 444 - TREES						
101-444-740.000	OPERATING SUPPLIES	300.00	22.37	22.37	277.63	7.46
101-444-801.000	PROFESSIONAL SERVICES	900.00	0.00	0.00	900.00	0.00
101-444-943.000	EQUIPMENT RENTAL	1,600.00	0.00	0.00	1,600.00	0.00
Total Dept 444 - TREES		2,800.00	22.37	22.37	2,777.63	0.80
Dept 448 - STREET LIGHTING						
101-448-921.000	UTILITIES	24,925.00	2,302.47	2,302.47	22,622.53	9.24
101-448-930.000	REPAIRS AND MAINTENANCE	675.00	0.00	0.00	675.00	0.00
101-448-943.000	EQUIPMENT RENTAL	100.00	0.00	0.00	100.00	0.00
Total Dept 448 - STREET LIGHTING		25,700.00	2,302.47	2,302.47	23,397.53	8.96
Dept 526 - REFUSE SERVICE						
101-526-801.000	PROFESSIONAL SERVICES	95,700.00	9,598.09	9,598.09	86,101.91	10.03
Total Dept 526 - REFUSE SERVICE		95,700.00	9,598.09	9,598.09	86,101.91	10.03
Dept 850 - FRINGE BENEFITS						
101-850-714.000	MEDICARE	5,700.00	412.07	412.07	5,287.93	7.23
101-850-715.000	SOCIAL SECURITY	17,700.00	1,761.99	1,761.99	15,938.01	9.95
101-850-716.000	HEALTH INSURANCE	57,200.00	2,181.09	2,181.09	55,018.91	3.81
101-850-718.000	RETIREMENT	50,000.00	4,198.30	4,198.30	45,801.70	8.40
101-850-719.000	OTHER FRINGE BENEFITS	2,000.00	134.20	134.20	1,865.80	6.71
101-850-723.000	UNEMPLOYMENT COMP.	2,600.00	0.00	0.00	2,600.00	0.00
101-850-724.000	WORKMENS COMPENSATION	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 850 - FRINGE BENEFITS		136,700.00	8,687.65	8,687.65	128,012.35	6.36
Dept 851 - INSURANCE						
101-851-912.000	LIABILITY INSURANCE	3,500.00	1,153.25	1,153.25	2,346.75	32.95
Total Dept 851 - INSURANCE		3,500.00	1,153.25	1,153.25	2,346.75	32.95
Dept 895 - SPECIAL EVENTS						
101-895-880.000	COMMUNITY PROMOTIONS	2,000.00	0.00	0.00	2,000.00	0.00
101-895-943.000	EQUIPMENT RENTAL	700.00	0.00	0.00	700.00	0.00
Total Dept 895 - SPECIAL EVENTS		2,700.00	0.00	0.00	2,700.00	0.00
Dept 966 - CONTRIBUTION TO						
101-966-999.207	CONTRIB TO RECREATION	17,700.00	0.00	0.00	17,700.00	0.00
101-966-999.208	CONTRIB. TO PARK FUND	11,400.00	0.00	0.00	11,400.00	0.00
101-966-999.209	CONTRIB. TO CEMETERY FUND	29,600.00	0.00	0.00	29,600.00	0.00

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Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 966 - CONTRIBUTION TO		58,700.00	0.00	0.00	58,700.00	0.00
TOTAL EXPENDITURES		1,128,900.00	78,626.21	78,626.21	1,050,273.79	6.96
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		1,161,400.00	44,847.70	44,847.70	1,116,552.30	3.86
TOTAL EXPENDITURES		1,128,900.00	78,626.21	78,626.21	1,050,273.79	6.96
NET OF REVENUES & EXPENDITURES		32,500.00	(33,778.51)	(33,778.51)	66,278.51	103.93

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		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	07/31/2021	MONTH 07/31/2021	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 202 - MAJOR STREET						
Revenues						
Dept 000 - 728						
202-000-403.327	CURRENT PROP TAX-N. OAK ST.	4,200.00	0.00	0.00	4,200.00	0.00
202-000-574.000	STATE SHARED REVENUE	224,300.00	16,840.37	16,840.37	207,459.63	7.51
202-000-575.000	METRO ACT - SOM	9,300.00	0.00	0.00	9,300.00	0.00
202-000-576.000	STATE-TRUNKL MAINT.	7,000.00	0.00	0.00	7,000.00	0.00
202-000-665.000	INTEREST-REVENUE	300.00	0.00	0.00	300.00	0.00
202-000-685.000	MISCELLANEOUS REVENUE	500.00	0.00	0.00	500.00	0.00
Total Dept 000 - 728		245,600.00	16,840.37	16,840.37	228,759.63	6.86
TOTAL REVENUES		245,600.00	16,840.37	16,840.37	228,759.63	6.86
Expenditures						
Dept 202 - PROFESSIONAL SERVICES						
202-202-803.000	INDEPENDENT AUDITOR SERVICES	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 202 - PROFESSIONAL SERVICES		2,000.00	0.00	0.00	2,000.00	0.00
Dept 451 - ROUTINE MAINTENANCE						
202-451-706.000	SALARY AND WAGES - HOURLY	2,100.00	274.57	274.57	1,825.43	13.07
202-451-706.100	OVERTIME WAGES	500.00	0.00	0.00	500.00	0.00
202-451-707.000	SAL/WAGES, PT	1,000.00	0.00	0.00	1,000.00	0.00
202-451-740.000	OPERATING SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
202-451-801.000	PROFESSIONAL SERVICES	5,900.00	0.00	0.00	5,900.00	0.00
202-451-930.000	REPAIRS AND MAINTENANCE	1,400.00	211.57	211.57	1,188.43	15.11
202-451-943.000	EQUIPMENT RENTAL	4,200.00	0.00	0.00	4,200.00	0.00
Total Dept 451 - ROUTINE MAINTENANCE		16,100.00	486.14	486.14	15,613.86	3.02
Dept 452 - WINTER MAINTENANCE						
202-452-706.000	SALARY AND WAGES - HOURLY	4,000.00	0.00	0.00	4,000.00	0.00
202-452-707.000	SAL/WAGES, PT	1,400.00	0.00	0.00	1,400.00	0.00
202-452-740.000	OPERATING SUPPLIES	9,300.00	0.00	0.00	9,300.00	0.00
202-452-943.000	EQUIPMENT RENTAL	20,800.00	0.00	0.00	20,800.00	0.00
Total Dept 452 - WINTER MAINTENANCE		35,500.00	0.00	0.00	35,500.00	0.00
Dept 453 - SIDEWALKS/NON-MOTORIZED						
202-453-706.000	SALARY AND WAGES - HOURLY	500.00	0.00	0.00	500.00	0.00
202-453-707.000	SAL/WAGES, PT	700.00	0.00	0.00	700.00	0.00
202-453-943.000	EQUIPMENT RENTAL	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 453 - SIDEWALKS/NON-MOTORIZED		2,200.00	0.00	0.00	2,200.00	0.00
Dept 454 - ADMINISTRATION						
202-454-702.000	SALARIES	7,300.00	613.56	613.56	6,686.44	8.40
202-454-801.000	PROFESSIONAL SERVICES	900.00	0.00	0.00	900.00	0.00
202-454-807.000	MEMBERSHIP AND DUES	120.00	118.94	118.94	1.06	99.12
202-454-912.000	LIABILITY INSURANCE	1,480.00	691.95	691.95	788.05	46.75

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Fund 202 - MAJOR STREET						
Expenditures						
Total Dept 454 - ADMINISTRATION		9,800.00	1,424.45	1,424.45	8,375.55	14.54
Dept 455 - SWEEPING - US10						
202-455-706.000	SALARY AND WAGES - HOURLY	500.00	0.00	0.00	500.00	0.00
202-455-801.000	PROFESSIONAL SERVICES	15,000.00	0.00	0.00	15,000.00	0.00
202-455-943.000	EQUIPMENT RENTAL	100.00	0.00	0.00	100.00	0.00
Total Dept 455 - SWEEPING - US10		15,600.00	0.00	0.00	15,600.00	0.00
Dept 456 - SHOULDER WORK						
202-456-706.000	SALARY AND WAGES - HOURLY	1,200.00	0.00	0.00	1,200.00	0.00
202-456-943.000	EQUIPMENT RENTAL	3,600.00	0.00	0.00	3,600.00	0.00
Total Dept 456 - SHOULDER WORK		4,800.00	0.00	0.00	4,800.00	0.00
Dept 457 - DRAINAGE						
202-457-706.000	SALARY AND WAGES - HOURLY	3,100.00	294.75	294.75	2,805.25	9.51
202-457-707.000	SAL/WAGES, PT	300.00	0.00	0.00	300.00	0.00
202-457-943.000	EQUIPMENT RENTAL	2,100.00	0.00	0.00	2,100.00	0.00
Total Dept 457 - DRAINAGE		5,500.00	294.75	294.75	5,205.25	5.36
Dept 459 - GRASS AND WEED						
202-459-706.000	SALARY AND WAGES - HOURLY	500.00	68.00	68.00	432.00	13.60
Total Dept 459 - GRASS AND WEED		500.00	68.00	68.00	432.00	13.60
Dept 460 - TRAFFIC SIGNS						
202-460-706.000	SALARY AND WAGES - HOURLY	500.00	35.49	35.49	464.51	7.10
202-460-740.000	OPERATING SUPPLIES	1,100.00	0.00	0.00	1,100.00	0.00
202-460-921.000	UTILITIES	1,900.00	82.65	82.65	1,817.35	4.35
202-460-943.000	EQUIPMENT RENTAL	100.00	0.00	0.00	100.00	0.00
Total Dept 460 - TRAFFIC SIGNS		3,600.00	118.14	118.14	3,481.86	3.28
Dept 461 - US 10-STATE TRUNKLINE						
202-461-706.000	SALARY AND WAGES - HOURLY	1,600.00	0.00	0.00	1,600.00	0.00
202-461-706.132	US-10 SWEEPING & FLUSHING	100.00	0.00	0.00	100.00	0.00
202-461-707.000	SAL/WAGES, PT	500.00	0.00	0.00	500.00	0.00
202-461-801.000	PROFESSIONAL SERVICES	3,600.00	0.00	0.00	3,600.00	0.00
202-461-921.000	UTILITIES	2,600.00	252.41	252.41	2,347.59	9.71
Total Dept 461 - US 10-STATE TRUNKLINE		8,400.00	252.41	252.41	8,147.59	3.00
Dept 850 - FRINGE BENEFITS						
202-850-714.000	MEDICARE	500.00	17.67	17.67	482.33	3.53
202-850-715.000	SOCIAL SECURITY	2,100.00	75.57	75.57	2,024.43	3.60
202-850-716.000	HEALTH INSURANCE	6,200.00	311.01	311.01	5,888.99	5.02
202-850-718.000	RETIREMENT	3,600.00	139.01	139.01	3,460.99	3.86

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GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 07/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREET						
Expenditures						
202-850-719.000	OTHER FRINGE BENEFITS	500.00	16.10	16.10	483.90	3.22
202-850-723.000	UNEMPLOYMENT COMP.	500.00	0.00	0.00	500.00	0.00
202-850-724.000	WORKMENS COMPENSATION	2,600.00	0.00	0.00	2,600.00	0.00
Total Dept 850 - FRINGE BENEFITS		16,000.00	559.36	559.36	15,440.64	3.50
Dept 966 - CONTRIBUTION TO						
202-966-999.203	CONTRIB. TO LOCAL STREETS	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 966 - CONTRIBUTION TO		50,000.00	0.00	0.00	50,000.00	0.00
TOTAL EXPENDITURES		170,000.00	3,203.25	3,203.25	166,796.75	1.88
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		245,600.00	16,840.37	16,840.37	228,759.63	6.86
TOTAL EXPENDITURES		170,000.00	3,203.25	3,203.25	166,796.75	1.88
NET OF REVENUES & EXPENDITURES		75,600.00	13,637.12	13,637.12	61,962.88	18.04

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2021	MONTH 07/31/2021	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 203 - LOCAL STREET						
Revenues						
Dept 000 - 728						
203-000-403.326	CURRENT PROP TAX-S. HEMLOCK ST.	4,600.00	0.00	0.00	4,600.00	0.00
203-000-574.000	STATE SHARED REVENUE	77,600.00	5,827.84	5,827.84	71,772.16	7.51
203-000-665.000	INTEREST-REVENUE	100.00	0.00	0.00	100.00	0.00
203-000-699.202	TRANSFER FROM MAJOR STREET	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 000 - 728		132,300.00	5,827.84	5,827.84	126,472.16	4.41
TOTAL REVENUES		132,300.00	5,827.84	5,827.84	126,472.16	4.41
Expenditures						
Dept 202 - PROFESSIONAL SERVICES						
203-202-803.000	INDEPENDENT AUDITOR SERVICES	1,800.00	0.00	0.00	1,800.00	0.00
Total Dept 202 - PROFESSIONAL SERVICES		1,800.00	0.00	0.00	1,800.00	0.00
Dept 450 - CONSTRUCTION						
203-450-949.000	STREET RESURFACING	69,000.00	0.00	0.00	69,000.00	0.00
Total Dept 450 - CONSTRUCTION		69,000.00	0.00	0.00	69,000.00	0.00
Dept 451 - ROUTINE MAINTENANCE						
203-451-706.000	SALARY AND WAGES - HOURLY	2,600.00	373.38	373.38	2,226.62	14.36
203-451-706.100	OVERTIME WAGES	1,000.00	17.75	17.75	982.25	1.78
203-451-707.000	SAL/WAGES, PT	1,000.00	0.00	0.00	1,000.00	0.00
203-451-740.000	OPERATING SUPPLIES	600.00	0.00	0.00	600.00	0.00
203-451-930.000	REPAIRS AND MAINTENANCE	1,000.00	211.56	211.56	788.44	21.16
203-451-943.000	EQUIPMENT RENTAL	4,700.00	0.00	0.00	4,700.00	0.00
Total Dept 451 - ROUTINE MAINTENANCE		10,900.00	602.69	602.69	10,297.31	5.53
Dept 452 - WINTER MAINTENANCE						
203-452-706.000	SALARY AND WAGES - HOURLY	3,600.00	0.00	0.00	3,600.00	0.00
203-452-707.000	SAL/WAGES, PT	1,000.00	0.00	0.00	1,000.00	0.00
203-452-740.000	OPERATING SUPPLIES	10,500.00	0.00	0.00	10,500.00	0.00
203-452-943.000	EQUIPMENT RENTAL	10,400.00	0.00	0.00	10,400.00	0.00
Total Dept 452 - WINTER MAINTENANCE		25,500.00	0.00	0.00	25,500.00	0.00
Dept 453 - SIDEWALKS/NON-MOTORIZED						
203-453-706.000	SALARY AND WAGES - HOURLY	500.00	0.00	0.00	500.00	0.00
203-453-707.000	SAL/WAGES, PT	500.00	0.00	0.00	500.00	0.00
Total Dept 453 - SIDEWALKS/NON-MOTORIZED		1,000.00	0.00	0.00	1,000.00	0.00
Dept 454 - ADMINISTRATION						
203-454-702.000	SALARIES	2,280.00	167.31	167.31	2,112.69	7.34
203-454-801.000	PROFESSIONAL SERVICES	600.00	0.00	0.00	600.00	0.00
203-454-807.000	MEMBERSHIP AND DUES	120.00	118.94	118.94	1.06	99.12

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		AMENDED BUDGET	07/31/2021 NORMAL (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 203 - LOCAL STREET						
Expenditures						
203-454-912.000	LIABILITY INSURANCE	900.00	461.30	461.30	438.70	51.26
Total Dept 454 - ADMINISTRATION		3,900.00	747.55	747.55	3,152.45	19.17
Dept 455 - SWEEPING - US10						
203-455-706.000	SALARY AND WAGES - HOURLY	100.00	0.00	0.00	100.00	0.00
203-455-943.000	EQUIPMENT RENTAL	100.00	0.00	0.00	100.00	0.00
Total Dept 455 - SWEEPING - US10		200.00	0.00	0.00	200.00	0.00
Dept 456 - SHOULDER WORK						
203-456-706.000	SALARY AND WAGES - HOURLY	800.00	148.97	148.97	651.03	18.62
203-456-943.000	EQUIPMENT RENTAL	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 456 - SHOULDER WORK		1,800.00	148.97	148.97	1,651.03	8.28
Dept 457 - DRAINAGE						
203-457-706.000	SALARY AND WAGES - HOURLY	2,100.00	294.75	294.75	1,805.25	14.04
203-457-943.000	EQUIPMENT RENTAL	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 457 - DRAINAGE		3,100.00	294.75	294.75	2,805.25	9.51
Dept 460 - TRAFFIC SIGNS						
203-460-706.000	SALARY AND WAGES - HOURLY	500.00	0.00	0.00	500.00	0.00
203-460-740.000	OPERATING SUPPLIES	1,800.00	0.00	0.00	1,800.00	0.00
203-460-943.000	EQUIPMENT RENTAL	100.00	0.00	0.00	100.00	0.00
Total Dept 460 - TRAFFIC SIGNS		2,400.00	0.00	0.00	2,400.00	0.00
Dept 850 - FRINGE BENEFITS						
203-850-714.000	MEDICARE	500.00	13.76	13.76	486.24	2.75
203-850-715.000	SOCIAL SECURITY	1,200.00	58.86	58.86	1,141.14	4.91
203-850-716.000	HEALTH INSURANCE	4,400.00	265.58	265.58	4,134.42	6.04
203-850-718.000	RETIREMENT	2,600.00	151.98	151.98	2,448.02	5.85
203-850-719.000	OTHER FRINGE BENEFITS	500.00	10.74	10.74	489.26	2.15
203-850-724.000	WORKMENS COMPENSATION	3,100.00	0.00	0.00	3,100.00	0.00
Total Dept 850 - FRINGE BENEFITS		12,300.00	500.92	500.92	11,799.08	4.07
TOTAL EXPENDITURES		131,900.00	2,294.88	2,294.88	129,605.12	1.74
Fund 203 - LOCAL STREET:						
TOTAL REVENUES		132,300.00	5,827.84	5,827.84	126,472.16	4.41
TOTAL EXPENDITURES		131,900.00	2,294.88	2,294.88	129,605.12	1.74
NET OF REVENUES & EXPENDITURES		400.00	3,532.96	3,532.96	(3,132.96)	883.24

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Fund 206 - FIRE FUND						
Expenditures						
Dept 336 - FIRE DEPARTMENT OPERATIONS						
206-336-954.000	FIRE DEPT. GRANT EXPENSES	0.00	10,718.20	10,718.20	(10,718.20)	100.00
206-336-970.100	CAPITAL OUTLAY-CAPITALIZED	0.00	8,796.01	8,796.01	(8,796.01)	100.00
Total Dept 336 - FIRE DEPARTMENT OPERATIONS		0.00	19,514.21	19,514.21	(19,514.21)	100.00
Dept 337 - FIRE DEPARTMENT ADMINISTRATION						
206-337-702.000	SALARIES	0.00	5,816.67	5,816.67	(5,816.67)	100.00
206-337-807.000	MEMBERSHIP AND DUES	0.00	2,502.00	2,502.00	(2,502.00)	100.00
Total Dept 337 - FIRE DEPARTMENT ADMINISTRATION		0.00	8,318.67	8,318.67	(8,318.67)	100.00
Dept 346 - COMMUNITY/EXPLORERS						
206-346-740.000	COMM OPERATING SUPPLIES	0.00	520.51	520.51	(520.51)	100.00
Total Dept 346 - COMMUNITY/EXPLORERS		0.00	520.51	520.51	(520.51)	100.00
Dept 348 - VEHICLE						
206-348-801.000	PROFESSIONAL SERVICES	0.00	2,994.25	2,994.25	(2,994.25)	100.00
Total Dept 348 - VEHICLE		0.00	2,994.25	2,994.25	(2,994.25)	100.00
Dept 850 - FRINGE BENEFITS						
206-850-714.000	MEDICARE	0.00	84.34	84.34	(84.34)	100.00
206-850-715.000	SOCIAL SECURITY	0.00	360.63	360.63	(360.63)	100.00
206-850-719.000	LIFE INSURANCE	0.00	2,739.00	2,739.00	(2,739.00)	100.00
Total Dept 850 - FRINGE BENEFITS		0.00	3,183.97	3,183.97	(3,183.97)	100.00
TOTAL EXPENDITURES		0.00	34,531.61	34,531.61	(34,531.61)	100.00
Fund 206 - FIRE FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	34,531.61	34,531.61	(34,531.61)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(34,531.61)	(34,531.61)	34,531.61	100.00

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2021 NORMAL (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 207 - OTHER PARKS/RECREATION FUND						
Revenues						
Dept 000 - 728						
207-000-699.101	TRANSFER FROM GEN. FUND	17,400.00	0.00	0.00	17,400.00	0.00
Total Dept 000 - 728		17,400.00	0.00	0.00	17,400.00	0.00
Dept 751 - RECREATION						
207-751-667.200	PAVILLION RENTAL	1,000.00	450.00	450.00	550.00	45.00
207-751-685.150	RIVERSIDE EAST/WEST PARK PASS REVENUE	1,000.00	305.25	305.25	694.75	30.53
Total Dept 751 - RECREATION		2,000.00	755.25	755.25	1,244.75	37.76
TOTAL REVENUES		19,400.00	755.25	755.25	18,644.75	3.89
Expenditures						
Dept 751 - RECREATION						
207-751-729.000	PERMITS AND FEES	100.00	0.00	0.00	100.00	0.00
207-751-740.000	OPERATING SUPPLIES	1,500.00	200.69	200.69	1,299.31	13.38
207-751-750.000	REFUND	0.00	76.00	76.00	(76.00)	100.00
207-751-801.000	PROFESSIONAL SERVICES	1,200.00	200.00	200.00	1,000.00	16.67
207-751-900.000	PUBLISHING/PRINTING	200.00	0.00	0.00	200.00	0.00
207-751-921.000	UTILITIES	7,900.00	6,484.24	6,484.24	1,415.76	82.08
207-751-921.100	WATER USAGE FOR SPLASH PAD	5,400.00	0.00	0.00	5,400.00	0.00
207-751-930.000	REPAIRS AND MAINTENANCE	2,100.00	574.91	574.91	1,525.09	27.38
207-751-943.000	EQUIPMENT RENTAL	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 751 - RECREATION		19,400.00	7,535.84	7,535.84	11,864.16	38.84
TOTAL EXPENDITURES		19,400.00	7,535.84	7,535.84	11,864.16	38.84
Fund 207 - OTHER PARKS/RECREATION FUND:						
TOTAL REVENUES		19,400.00	755.25	755.25	18,644.75	3.89
TOTAL EXPENDITURES		19,400.00	7,535.84	7,535.84	11,864.16	38.84
NET OF REVENUES & EXPENDITURES		0.00	(6,780.59)	(6,780.59)	6,780.59	100.00

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Fund 208 - RIVERSIDE CAMPGROUND FUND						
Revenues						
Dept 000 - 728						
208-000-699.101	TRANSFER FROM GEN. FUND	11,300.00	0.00	0.00	11,300.00	0.00
Total Dept 000 - 728		11,300.00	0.00	0.00	11,300.00	0.00
Dept 757 - RIVERSIDE PARK						
208-757-667.000	REVENUE-PARK SALES	700.00	0.00	0.00	700.00	0.00
208-757-667.400	DUMPING FEE (WASTEWATER)	300.00	0.00	0.00	300.00	0.00
208-757-667.500	SHOWER FEE	100.00	0.00	0.00	100.00	0.00
Total Dept 757 - RIVERSIDE PARK		1,100.00	0.00	0.00	1,100.00	0.00
TOTAL REVENUES		12,400.00	0.00	0.00	12,400.00	0.00
Expenditures						
Dept 757 - RIVERSIDE PARK						
208-757-729.000	PERMITS AND FEES	300.00	0.00	0.00	300.00	0.00
208-757-801.000	PROFESSIONAL SERVICES	700.00	0.00	0.00	700.00	0.00
208-757-912.000	LIABILITY INSURANCE	500.00	230.65	230.65	269.35	46.13
208-757-921.000	UTILITIES	2,500.00	293.85	293.85	2,206.15	11.75
208-757-930.000	REPAIRS AND MAINTENANCE	6,800.00	0.00	0.00	6,800.00	0.00
208-757-943.000	EQUIPMENT RENTAL	1,600.00	0.00	0.00	1,600.00	0.00
Total Dept 757 - RIVERSIDE PARK		12,400.00	524.50	524.50	11,875.50	4.23
TOTAL EXPENDITURES		12,400.00	524.50	524.50	11,875.50	4.23
Fund 208 - RIVERSIDE CAMPGROUND FUND:						
TOTAL REVENUES		12,400.00	0.00	0.00	12,400.00	0.00
TOTAL EXPENDITURES		12,400.00	524.50	524.50	11,875.50	4.23
NET OF REVENUES & EXPENDITURES		0.00	(524.50)	(524.50)	524.50	100.00

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	
		AMENDED BUDGET	07/31/2021	MONTH 07/31/2021	BALANCE		
		NORMAL	(ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)
Fund 209 - CEMETERY FUND							
Revenues							
Dept 000 - 728							
209-000-635.000	CEMETERY STORAGE	1,000.00	0.00	0.00		1,000.00	0.00
209-000-636.000	FOUNDATION INSTALLATION	3,100.00	321.20	321.20		2,778.80	10.36
209-000-637.000	GRAVE OPENINGS/CLOSINGS	13,300.00	2,500.00	2,500.00		10,800.00	18.80
209-000-642.000	SALES	9,700.00	0.00	0.00		9,700.00	0.00
209-000-665.000	INTEREST-REVENUE	800.00	0.00	0.00		800.00	0.00
209-000-699.101	TRANSFER FROM GEN. FUND	29,700.00	0.00	0.00		29,700.00	0.00
Total Dept 000 - 728		57,600.00	2,821.20	2,821.20		54,778.80	4.90
TOTAL REVENUES		57,600.00	2,821.20	2,821.20		54,778.80	4.90
Expenditures							
Dept 202 - PROFESSIONAL SERVICES							
209-202-803.000	INDEPENDENT AUDITOR SERVICES	500.00	0.00	0.00		500.00	0.00
Total Dept 202 - PROFESSIONAL SERVICES		500.00	0.00	0.00		500.00	0.00
Dept 276 - CEMETERY							
209-276-702.000	SALARIES	0.00	97.66	97.66		(97.66)	100.00
209-276-740.000	OPERATING SUPPLIES	200.00	46.71	46.71		153.29	23.36
209-276-801.000	PROFESSIONAL SERVICES	47,500.00	12,296.30	12,296.30		35,203.70	25.89
209-276-803.000	INDEPENDENT AUDITOR SERVICES	500.00	0.00	0.00		500.00	0.00
209-276-921.000	UTILITIES	600.00	0.00	0.00		600.00	0.00
209-276-930.000	REPAIRS AND MAINTENANCE	2,000.00	0.00	0.00		2,000.00	0.00
209-276-932.000	COMPUTERS/EQUIPMENT/IT	500.00	0.00	0.00		500.00	0.00
209-276-943.000	EQUIPMENT RENTAL	100.00	0.00	0.00		100.00	0.00
Total Dept 276 - CEMETERY		51,400.00	12,440.67	12,440.67		38,959.33	24.20
Dept 850 - FRINGE BENEFITS							
209-850-714.000	MEDICARE	0.00	1.42	1.42		(1.42)	100.00
209-850-715.000	SOCIAL SECURITY	0.00	6.05	6.05		(6.05)	100.00
209-850-718.000	RETIREMENT	0.00	8.04	8.04		(8.04)	100.00
Total Dept 850 - FRINGE BENEFITS		0.00	15.51	15.51		(15.51)	100.00
TOTAL EXPENDITURES		51,900.00	12,456.18	12,456.18		39,443.82	24.00
Fund 209 - CEMETERY FUND:							
TOTAL REVENUES		57,600.00	2,821.20	2,821.20		54,778.80	4.90
TOTAL EXPENDITURES		51,900.00	12,456.18	12,456.18		39,443.82	24.00
NET OF REVENUES & EXPENDITURES		5,700.00	(9,634.98)	(9,634.98)		15,334.98	169.03

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DB: City Of Evart

REVENUE AND EXPENDITURE REPORT FOR CITY OF EVART
PERIOD ENDING 07/31/2021
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GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 07/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Expenditures						
Dept 395 - DOWNTOWN DEVELOPMENT AUTHORITY						
248-395-801.000	PROFESSIONAL SERVICES	0.00	400.00	400.00	(400.00)	100.00
248-395-880.000	COMMUNITY PROMOTIONS	0.00	400.00	400.00	(400.00)	100.00
248-395-880.104	UNCOMMITTED DESIGN PROJECTS (FUTURE)	0.00	275.00	275.00	(275.00)	100.00
248-395-880.109	SUM CONCERT SERIES (EXISTING PROJECTS)	0.00	800.00	800.00	(800.00)	100.00
248-395-880.111	EVENT SPONSORSHIP (EXISTING PROJECT)	0.00	300.00	300.00	(300.00)	100.00
248-395-900.000	PUBLISHING/PRINTING	0.00	37.00	37.00	(37.00)	100.00
248-395-930.000	REPAIRS AND MAINTENANCE	0.00	55.73	55.73	(55.73)	100.00
Total Dept 395 - DOWNTOWN DEVELOPMENT AUTHORITY		0.00	2,267.73	2,267.73	(2,267.73)	100.00
TOTAL EXPENDITURES		0.00	2,267.73	2,267.73	(2,267.73)	100.00
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	2,267.73	2,267.73	(2,267.73)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(2,267.73)	(2,267.73)	2,267.73	100.00

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GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 07/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 551 - FARMERS MARKET						
Revenues						
Dept 395 - DOWNTOWN DEVELOPMENT AUTHORITY						
551-395-685.800	DOUBLE UP FOOD BUCKS	0.00	(202.00)	(202.00)	202.00	100.00
551-395-685.803	SENIOR FRESH	0.00	(4.00)	(4.00)	4.00	100.00
Total Dept 395 - DOWNTOWN DEVELOPMENT AUTHORITY		0.00	(206.00)	(206.00)	206.00	100.00
TOTAL REVENUES		0.00	(206.00)	(206.00)	206.00	100.00
Expenditures						
Dept 395 - DOWNTOWN DEVELOPMENT AUTHORITY						
551-395-728.000	DOUBLE UP FOOD BUCKS	0.00	93.00	93.00	(93.00)	100.00
551-395-731.000	SENIOR FRESH	0.00	172.00	172.00	(172.00)	100.00
551-395-732.000	SPECTRUM HEALTH	0.00	78.00	78.00	(78.00)	100.00
551-395-740.000	OPERATING SUPPLIES	0.00	17.27	17.27	(17.27)	100.00
551-395-900.000	PUBLISHING/PRINTING	0.00	12.50	12.50	(12.50)	100.00
Total Dept 395 - DOWNTOWN DEVELOPMENT AUTHORITY		0.00	372.77	372.77	(372.77)	100.00
TOTAL EXPENDITURES		0.00	372.77	372.77	(372.77)	100.00
Fund 551 - FARMERS MARKET:						
TOTAL REVENUES		0.00	(206.00)	(206.00)	206.00	100.00
TOTAL EXPENDITURES		0.00	372.77	372.77	(372.77)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(578.77)	(578.77)	578.77	100.00

PERIOD ENDING 07/31/2021

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - SEWER FUND						
Revenues						
Dept 000 - 728						
590-000-403.325	SPECIAL ASSESSMENT S. OAK ST	2,000.00	294.87	294.87	1,705.13	14.74
590-000-642.000	SALES	516,600.00	61,574.53	61,574.53	455,025.47	11.92
590-000-644.000	READY TO SERVE FEE	191,000.00	16,782.40	16,782.40	174,217.60	8.79
590-000-660.000	INTEREST AND PENALTIES	5,100.00	0.00	0.00	5,100.00	0.00
590-000-665.000	INTEREST-REVENUE	2,000.00	0.00	0.00	2,000.00	0.00
590-000-685.000	MISCELLANEOUS REVENUE	40,000.00	253.92	253.92	39,746.08	0.63
Total Dept 000 - 728		756,700.00	78,905.72	78,905.72	677,794.28	10.43
TOTAL REVENUES		756,700.00	78,905.72	78,905.72	677,794.28	10.43
Expenditures						
Dept 202 - PROFESSIONAL SERVICES						
590-202-803.000	INDEPENDENT AUDITOR SERVICES	4,400.00	0.00	0.00	4,400.00	0.00
Total Dept 202 - PROFESSIONAL SERVICES		4,400.00	0.00	0.00	4,400.00	0.00
Dept 537 - ADMINISTRATION						
590-537-702.000	SALARIES	65,000.00	4,211.60	4,211.60	60,788.40	6.48
590-537-706.000	SALARY AND WAGES - HOURLY	80,000.00	4,235.18	4,235.18	75,764.82	5.29
590-537-727.000	OFFICE SUPPLIES	2,000.00	49.29	49.29	1,950.71	2.46
590-537-729.000	PERMITS AND FEES	4,000.00	0.00	0.00	4,000.00	0.00
590-537-740.000	OPERATING SUPPLIES	1,800.00	408.15	408.15	1,391.85	22.68
590-537-741.000	POSTAGE & SHIPPING	2,000.00	0.00	0.00	2,000.00	0.00
590-537-801.000	PROFESSIONAL SERVICES	4,000.00	2,874.50	2,874.50	1,125.50	71.86
590-537-807.000	MEMBERSHIP AND DUES	100.00	0.00	0.00	100.00	0.00
590-537-840.000	PHYSICALS/DRUG TESTING	200.00	30.00	30.00	170.00	15.00
590-537-850.000	COMMUNICATIONS	2,500.00	417.95	417.95	2,082.05	16.72
590-537-860.000	TRAVEL EXPENSES	500.00	2.11	2.11	497.89	0.42
590-537-900.000	PUBLISHING/PRINTING	500.00	178.86	178.86	321.14	35.77
590-537-930.000	REPAIRS AND MAINTENANCE	2,000.00	0.00	0.00	2,000.00	0.00
590-537-932.000	COMPUTERS/EQUIPMENT/IT	6,600.00	0.00	0.00	6,600.00	0.00
590-537-943.000	EQUIPMENT RENTAL	200.00	0.00	0.00	200.00	0.00
590-537-955.000	MISCELLANEOUS EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
590-537-957.000	EDUCATION AND TRAINING	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 537 - ADMINISTRATION		175,400.00	12,407.64	12,407.64	162,992.36	7.07
Dept 538 - PLANT OPERATION						
590-538-706.000	SALARY AND WAGES - HOURLY	25,000.00	1,732.11	1,732.11	23,267.89	6.93
590-538-730.000	OUTSOURCED TESTING	7,000.00	0.00	0.00	7,000.00	0.00
590-538-731.000	FERRIC CHLORIDE	10,000.00	0.00	0.00	10,000.00	0.00
590-538-740.000	OPERATING SUPPLIES	5,000.00	81.25	81.25	4,918.75	1.63
590-538-801.000	PROFESSIONAL SERVICES	24,450.00	786.67	786.67	23,663.33	3.22
590-538-850.000	COMMUNICATIONS	1,500.00	140.27	140.27	1,359.73	9.35
590-538-912.000	LIABILITY INSURANCE	16,550.00	9,226.00	9,226.00	7,324.00	55.75
590-538-921.000	UTILITIES	47,000.00	4,076.59	4,076.59	42,923.41	8.67
590-538-930.000	REPAIRS AND MAINTENANCE	5,000.00	0.00	0.00	5,000.00	0.00
590-538-943.000	EQUIPMENT RENTAL	5,000.00	0.00	0.00	5,000.00	0.00
590-538-970.100	CAPITAL OUTLAY-CAPITALIZED	232,400.00	0.00	0.00	232,400.00	0.00

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2021 NORMAL (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - SEWER FUND						
Expenditures						
Total Dept 538 - PLANT OPERATION		378,900.00	16,042.89	16,042.89	362,857.11	4.23
Dept 539 - COLLECTION						
590-539-702.000	SALARIES	40,000.00	1,354.12	1,354.12	38,645.88	3.39
590-539-706.000	SALARY AND WAGES - HOURLY	38,000.00	3,247.14	3,247.14	34,752.86	8.55
590-539-707.000	SAL/WAGES, PT	4,500.00	437.51	437.51	4,062.49	9.72
590-539-740.000	OPERATING SUPPLIES	3,200.00	280.00	280.00	2,920.00	8.75
590-539-930.000	REPAIRS AND MAINTENANCE	1,800.00	507.12	507.12	1,292.88	28.17
590-539-943.000	EQUIPMENT RENTAL	15,000.00	0.00	0.00	15,000.00	0.00
Total Dept 539 - COLLECTION		102,500.00	5,825.89	5,825.89	96,674.11	5.68
Dept 850 - FRINGE BENEFITS						
590-850-714.000	MEDICARE	3,500.00	208.91	208.91	3,291.09	5.97
590-850-715.000	SOCIAL SECURITY	11,000.00	893.17	893.17	10,106.83	8.12
590-850-716.000	HEALTH INSURANCE	48,000.00	3,621.18	3,621.18	44,378.82	7.54
590-850-718.000	RETIREMENT	21,000.00	1,894.17	1,894.17	19,105.83	9.02
590-850-719.000	OTHER FRINGE BENEFITS	2,000.00	102.00	102.00	1,898.00	5.10
590-850-723.000	UNEMPLOYMENT COMP.	2,500.00	0.00	0.00	2,500.00	0.00
590-850-724.000	WORKMENS COMPENSATION	7,500.00	0.00	0.00	7,500.00	0.00
Total Dept 850 - FRINGE BENEFITS		95,500.00	6,719.43	6,719.43	88,780.57	7.04
TOTAL EXPENDITURES		756,700.00	40,995.85	40,995.85	715,704.15	5.42
Fund 590 - SEWER FUND:						
TOTAL REVENUES		756,700.00	78,905.72	78,905.72	677,794.28	10.43
TOTAL EXPENDITURES		756,700.00	40,995.85	40,995.85	715,704.15	5.42
NET OF REVENUES & EXPENDITURES		0.00	37,909.87	37,909.87	(37,909.87)	100.00

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2021 NORMAL (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 591 - WATER FUND						
Revenues						
Dept 000 - 728						
591-000-403.325	SPECIAL ASSESSMENT S. OAK ST	2,000.00	294.86	294.86	1,705.14	14.74
591-000-403.327	CURRENT PROP TAX-N. OAK ST.	5,000.00	0.00	0.00	5,000.00	0.00
591-000-642.000	SALES	880,100.00	131,573.90	131,573.90	748,526.10	14.95
591-000-644.000	READY TO SERVE FEE	114,000.00	9,470.38	9,470.38	104,529.62	8.31
591-000-645.000	LAWN METER SALES	500.00	0.00	0.00	500.00	0.00
591-000-660.000	INTEREST AND PENALTIES	2,000.00	0.00	0.00	2,000.00	0.00
591-000-665.000	INTEREST-REVENUE	3,100.00	0.00	0.00	3,100.00	0.00
591-000-685.000	MISCELLANEOUS REVENUE	10,200.00	4,015.25	4,015.25	6,184.75	39.37
591-000-691.000	TOWER LEASE REVENUE	35,100.00	0.00	0.00	35,100.00	0.00
Total Dept 000 - 728		1,052,000.00	145,354.39	145,354.39	906,645.61	13.82
TOTAL REVENUES		1,052,000.00	145,354.39	145,354.39	906,645.61	13.82
Expenditures						
Dept 202 - PROFESSIONAL SERVICES						
591-202-803.000	INDEPENDENT AUDITOR SERVICES	4,400.00	0.00	0.00	4,400.00	0.00
Total Dept 202 - PROFESSIONAL SERVICES		4,400.00	0.00	0.00	4,400.00	0.00
Dept 545 - ADMINISTRATION						
591-545-702.000	SALARIES	66,000.00	4,182.44	4,182.44	61,817.56	6.34
591-545-706.000	SALARY AND WAGES - HOURLY	55,000.00	2,910.88	2,910.88	52,089.12	5.29
591-545-707.000	SAL/WAGES, PT	17,000.00	2,106.17	2,106.17	14,893.83	12.39
591-545-727.000	OFFICE SUPPLIES	1,000.00	49.30	49.30	950.70	4.93
591-545-729.000	PERMITS AND FEES	6,000.00	0.00	0.00	6,000.00	0.00
591-545-740.000	OPERATING SUPPLIES	4,600.00	408.14	408.14	4,191.86	8.87
591-545-741.000	POSTAGE & SHIPPING	3,000.00	0.00	0.00	3,000.00	0.00
591-545-801.000	PROFESSIONAL SERVICES	44,950.00	2,874.50	2,874.50	42,075.50	6.39
591-545-807.000	MEMBERSHIP AND DUES	3,000.00	77.00	77.00	2,923.00	2.57
591-545-840.000	PHYSICALS/DRUG TEST	2,500.00	30.00	30.00	2,470.00	1.20
591-545-850.000	COMMUNICATIONS	2,200.00	336.73	336.73	1,863.27	15.31
591-545-860.000	TRAVEL EXPENSES	1,500.00	2.11	2.11	1,497.89	0.14
591-545-900.000	PUBLISHING/PRINTING	2,000.00	1,231.35	1,231.35	768.65	61.57
591-545-930.000	REPAIRS AND MAINTENANCE	2,000.00	0.00	0.00	2,000.00	0.00
591-545-932.000	COMPUTERS/EQUIPMENT/IT	7,000.00	0.00	0.00	7,000.00	0.00
591-545-943.000	EQUIPMENT RENTAL	1,000.00	0.00	0.00	1,000.00	0.00
591-545-955.000	MISCELLANEOUS EXPENSE	1,500.00	0.00	0.00	1,500.00	0.00
591-545-957.000	EDUCATION AND TRAINING	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 545 - ADMINISTRATION		222,250.00	14,208.62	14,208.62	208,041.38	6.39
Dept 546 - PLANT/OPERATIONS						
591-546-706.000	SALARY AND WAGES - HOURLY	25,000.00	1,630.32	1,630.32	23,369.68	6.52
591-546-707.000	SAL/WAGES, PT	2,500.00	291.72	291.72	2,208.28	11.67
591-546-730.000	OUTSOURCED TESTING	15,000.00	0.00	0.00	15,000.00	0.00
591-546-732.000	CHLORINE/TREATMENT CHEMICALS	22,000.00	0.00	0.00	22,000.00	0.00
591-546-740.000	OPERATING SUPPLIES	10,000.00	771.69	771.69	9,228.31	7.72
591-546-801.000	PROFESSIONAL SERVICES	30,000.00	786.67	786.67	29,213.33	2.62
591-546-807.000	MEMBERSHIP AND DUES	3,000.00	0.00	0.00	3,000.00	0.00
591-546-850.000	COMMUNICATIONS	2,000.00	151.37	151.37	1,848.63	7.57

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		AMENDED BUDGET	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 591 - WATER FUND						
Expenditures						
591-546-912.000	LIABILITY INSURANCE	6,000.00	2,767.80	2,767.80	3,232.20	46.13
591-546-921.000	UTILITIES	110,000.00	6,843.06	6,843.06	103,156.94	6.22
591-546-930.000	REPAIRS AND MAINTENANCE	3,000.00	0.00	0.00	3,000.00	0.00
591-546-943.000	EQUIPMENT RENTAL	25,000.00	0.00	0.00	25,000.00	0.00
591-546-957.000	EDUCATION AND TRAINING	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 546 - PLANT/OPERATIONS		256,000.00	13,242.63	13,242.63	242,757.37	5.17
Dept 547 - DISTRIBUTION						
591-547-706.000	SALARY AND WAGES - HOURLY	40,000.00	3,144.91	3,144.91	36,855.09	7.86
591-547-734.000	WATER TOWER MAINTENANCE	51,050.00	51,004.14	51,004.14	45.86	99.91
591-547-740.000	OPERATING SUPPLIES	7,000.00	7.99	7.99	6,992.01	0.11
591-547-801.000	PROFESSIONAL SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
591-547-930.000	REPAIRS AND MAINTENANCE	7,000.00	0.00	0.00	7,000.00	0.00
591-547-943.000	EQUIPMENT RENTAL	20,000.00	0.00	0.00	20,000.00	0.00
591-547-970.100	CAPITAL OUTLAY-CAPITALIZED	294,800.00	1,738.10	1,738.10	293,061.90	0.59
Total Dept 547 - DISTRIBUTION		424,850.00	55,895.14	55,895.14	368,954.86	13.16
Dept 548 - ACCOUNTING AND COLLECTION						
591-548-702.000	SALARIES	40,000.00	1,395.04	1,395.04	38,604.96	3.49
591-548-943.000	EQUIPMENT RENTAL	15,000.00	0.00	0.00	15,000.00	0.00
Total Dept 548 - ACCOUNTING AND COLLECTION		55,000.00	1,395.04	1,395.04	53,604.96	2.54
Dept 850 - FRINGE BENEFITS						
591-850-714.000	MEDICARE	2,500.00	214.42	214.42	2,285.58	8.58
591-850-715.000	SOCIAL SECURITY	10,000.00	916.96	916.96	9,083.04	9.17
591-850-716.000	HEALTH INSURANCE	40,000.00	3,710.23	3,710.23	36,289.77	9.28
591-850-718.000	RETIREMENT	27,000.00	1,916.00	1,916.00	25,084.00	7.10
591-850-719.000	OTHER FRINGE BENEFITS	1,000.00	85.88	85.88	914.12	8.59
591-850-723.000	UNEMPLOYMENT COMP.	3,000.00	0.00	0.00	3,000.00	0.00
591-850-724.000	WORKMENS COMPENSATION	6,000.00	0.00	0.00	6,000.00	0.00
Total Dept 850 - FRINGE BENEFITS		89,500.00	6,843.49	6,843.49	82,656.51	7.65
TOTAL EXPENDITURES		1,052,000.00	91,584.92	91,584.92	960,415.08	8.71
Fund 591 - WATER FUND:						
TOTAL REVENUES		1,052,000.00	145,354.39	145,354.39	906,645.61	13.82
TOTAL EXPENDITURES		1,052,000.00	91,584.92	91,584.92	960,415.08	8.71
NET OF REVENUES & EXPENDITURES		0.00	53,769.47	53,769.47	(53,769.47)	100.00

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Fund 661 - EQUIPMENT POOL FUND						
Revenues						
Dept 000 - 728						
661-000-654.101	GENERAL FUND	51,100.00	0.00	0.00	51,100.00	0.00
661-000-654.202	MAJOR STREETS	31,900.00	0.00	0.00	31,900.00	0.00
661-000-654.203	LOCAL STREET FUND	17,300.00	0.00	0.00	17,300.00	0.00
661-000-654.207	RECREATION FUND	1,000.00	0.00	0.00	1,000.00	0.00
661-000-654.208	PARK FUND	1,600.00	0.00	0.00	1,600.00	0.00
661-000-654.209	CEMETERY FUND	100.00	0.00	0.00	100.00	0.00
661-000-654.590	SEWER FUND	20,200.00	0.00	0.00	20,200.00	0.00
661-000-654.591	WATER FUND	61,000.00	0.00	0.00	61,000.00	0.00
661-000-665.000	INTEREST-REVENUE	700.00	0.00	0.00	700.00	0.00
Total Dept 000 - 728		184,900.00	0.00	0.00	184,900.00	0.00
TOTAL REVENUES		184,900.00	0.00	0.00	184,900.00	0.00
Expenditures						
Dept 202 - PROFESSIONAL SERVICES						
661-202-803.000	INDEPENDENT AUDITOR SERVICES	2,200.00	0.00	0.00	2,200.00	0.00
Total Dept 202 - PROFESSIONAL SERVICES		2,200.00	0.00	0.00	2,200.00	0.00
Dept 599 - EQUIPMENT POOL						
661-599-702.000	SALARIES	7,500.00	446.24	446.24	7,053.76	5.95
661-599-706.000	SALARY AND WAGES - HOURLY	5,500.00	378.61	378.61	5,121.39	6.88
661-599-740.000	OPERATING SUPPLIES	8,300.00	1,084.55	1,084.55	7,215.45	13.07
661-599-801.000	PROFESSIONAL SERVICES	4,200.00	0.00	0.00	4,200.00	0.00
661-599-861.000	GAS AND OIL	16,600.00	2,181.91	2,181.91	14,418.09	13.14
661-599-912.000	LIABILITY INSURANCE	7,800.00	3,459.75	3,459.75	4,340.25	44.36
661-599-930.000	REPAIRS AND MAINTENANCE	16,100.00	1,527.01	1,527.01	14,572.99	9.48
661-599-930.100	PREVENTATIVE MAINTENANCE	1,600.00	0.00	0.00	1,600.00	0.00
661-599-969.000	DEPRECIATION	28,000.00	0.00	0.00	28,000.00	0.00
661-599-970.100	CAPITAL OUTLAY-CAPITALIZED	60,000.00	32,649.00	32,649.00	27,351.00	54.42
Total Dept 599 - EQUIPMENT POOL		155,600.00	41,727.07	41,727.07	113,872.93	26.82
Dept 850 - FRINGE BENEFITS						
661-850-714.000	MEDICARE	300.00	11.26	11.26	288.74	3.75
661-850-715.000	SOCIAL SECURITY	600.00	48.11	48.11	551.89	8.02
661-850-716.000	HEALTH INSURANCE	1,600.00	215.73	215.73	1,384.27	13.48
661-850-718.000	RETIREMENT	1,000.00	110.31	110.31	889.69	11.03
Total Dept 850 - FRINGE BENEFITS		3,500.00	385.41	385.41	3,114.59	11.01
Dept 907 - SCHEDULED PAYMENTS						
661-907-950.991	PRINCIPAL	23,000.00	0.00	0.00	23,000.00	0.00
Total Dept 907 - SCHEDULED PAYMENTS		23,000.00	0.00	0.00	23,000.00	0.00
TOTAL EXPENDITURES		184,300.00	42,112.48	42,112.48	142,187.52	22.85

07/29/2021 05:21 PM
User: JENNIE
DB: City Of Evart

REVENUE AND EXPENDITURE REPORT FOR CITY OF EVART
PERIOD ENDING 07/31/2021
% Fiscal Year Completed: 8.49

Page: 24/24

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 07/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 661 - EQUIPMENT POOL FUND						
Fund 661 - EQUIPMENT POOL FUND:						
TOTAL REVENUES		184,900.00	0.00	0.00	184,900.00	0.00
TOTAL EXPENDITURES		184,300.00	42,112.48	42,112.48	142,187.52	22.85
NET OF REVENUES & EXPENDITURES		600.00	(42,112.48)	(42,112.48)	42,712.48	7,018.75
TOTAL REVENUES - ALL FUNDS		3,622,300.00	295,146.47	295,146.47	3,327,153.53	8.15
TOTAL EXPENDITURES - ALL FUNDS		3,507,500.00	316,506.22	316,506.22	3,190,993.78	9.02
NET OF REVENUES & EXPENDITURES		114,800.00	(21,359.75)	(21,359.75)	136,159.75	18.61

Date Mon 07/26/2021

Job #

Prepared By Nathan Fleming

Weather

6:00 AM

60° 

Clear

Wind: 5 MPH | Precipitation: .0" | Humidity: 95%

12:00 PM

83° 

Clear

Wind: 9 MPH | Precipitation: .0" | Humidity: 51%

4:00 PM

86° 

Clear

Wind: 11 MPH | Precipitation: .0" | Humidity: 42%

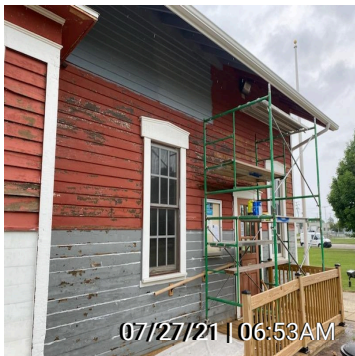
Work Logs

Name	Description	Quantity	Hours
First Contracting	Nathan Fleming 07/27/21 06:54AM	2	0
Total		2	0

General Notes

1. Southeast end primer

Nathan Fleming | 07/27/21 | 06:54AM



Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions	N/A	No	Yes	Description
1. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any schedule delays occur?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.				

Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Any visitors on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any areas that can't be worked on?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Any equipment rented on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I, Nathan Fleming, have reviewed and completed this report.
Nathan Fleming | 07/27/21 | 06:55AM

Date Tue 07/27/2021

Job #

Prepared By Nathan Fleming

Weather

6:00 AM

69° 

Mostly Cloudy

Wind: 8 MPH | Precipitation: .01" | Humidity: 83%

12:00 PM

78° 

Mostly Cloudy

Wind: 9 MPH | Precipitation: .01" | Humidity: 72%

4:00 PM

84° 

Partly Cloudy

Wind: 10 MPH | Precipitation: .02" | Humidity: 59%

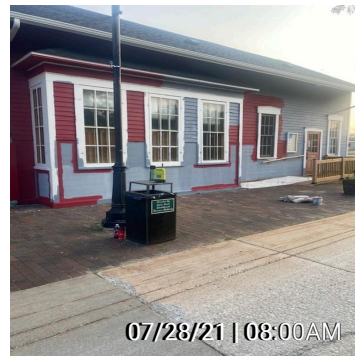
Work Logs

Name	Description	Quantity	Hours
First Contracting	Nathan Fleming 07/28/21 08:00AM	2	0
Total		2	0

General Notes

1. Southeast side by main entrance

Nathan Fleming | 07/28/21 | 08:01AM



Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions	N/A	No	Yes	Description
1. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any schedule delays occur?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.				

Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Any visitors on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any areas that can't be worked on?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Any equipment rented on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I, Nathan Fleming, have reviewed and completed this report.

Nathan Fleming | 07/28/21 | 08:02AM

SARAH J. DVORACEK

Office of the City Manager
5814 100th Avenue
Ewart, MI 49631
o. 231-734-2181
c. 231-580-6516
e. sarah.dvoracek@evart.org



Dated: July 28, 2021

Draft Housing Code Ordinance/Code Enforcement/Zoning Enforcement

We are continuing to work with the Osceola County's Administrator regarding utilizing the Osceola County's Board of Appeals. On March 22, 2021, at 6:30 pm, we held our public meeting, we had approximately 30 people attend. We are still recruiting tenants and landlords to sit on a focus group. We are hoping to have the focus group meetings scheduled September. Please contact city hall and let us know if you are interested in participating in these focus groups as a tenant or landlord. ON HOLD.

Treasury and Finance Department

Staff is working with SLC Meters to merge both billing programs for the new water meter install project. Ongoing.

We received the draft personnel policy back from Dickinson & Wright. We are reviewing the changes and will have the draft document to council in August.

Assessing Department

We are assisting the DDA with updating their building inventory for Michigan Main Street. Ongoing.

Police Department

Letter of Understanding with POLC was tentatively approved by city council on July 24, 2021, the letter is being reviewed by Dickinson and Wright. Ongoing.

We had our first community advisory outreach committee meeting regarding the possibility of a liaison officer in May. I am now working on obtaining more community engagement and we are preparing to launch a survey to our residents including our students living here in the city. I am researching the possibilities of providing a prize for students that participate in the survey. ON HOLD.

Parks and Recreation

Trash Bash details...city has a team, and we will set a date in the near future.

Department of Public Works and Water & Sewer Department

Council approved the purchase of another new truck. All new trucks now have the city's logo on them. The city is also leasing a backhoe with John Deere, which will allow staff to handle emergencies in house.

In August, we are meeting with John Tanner, our engineer from OHM is discuss our capital improvement projects.

Meter replacement project is underway. Most commercial and industrial meters have been replaced. City staff will be installing all the residential meters. We have started posting communications regarding this project. Dustin will also be the project manager for meter replacements. Ongoing.

Lead Service Line Replacement Project is underway, the City contracted with Gerber Construction for this project. Gerber will replace approximately 40 lead/galvanized service lines and will begin on August 2, 2021. This is a

requirement per the new law, the city has 20 years to replace all lead or galvanized lines located in the city. Dustin will act as the project manager in this project. We have now mailed out informational packets to the 40 residents this will involve. Ongoing.

Airport

We are researching an airport expansion project which will be privately funded. Airport engineers are working on the layout of hangars, fuel, and a maintenance airport facility. ON HOLD.

Our airport was recently audited by MDOT Aeronautics, I included the results in July. We have until August 10th to create a plan of action for correcting concerns.

Misc.

Staff met with MDOT to review the limitations with way finding signage along US-10. City staff submitted the sign permit and the sign committee met. We are awaiting a response from MDOT. MDOT is now requesting a detailed plan for types of signs, poles, and placement. ON HOLD.

The depot's exterior paint work will begin the week of July 5th. The depot floors being refinished will begin June 22nd. Once both projects are completed city staff will relocate to the depot. We are researching moving companies and getting prices. More information in near future.

Dustin will be located at the airport. Dustin is studying to become the Airport Manager.

We received the security camera bids and I will give council the bid tab on Monday. I have not vetted any of the contractors or called them yet for clarification on their bids. I will need to ask Chief Beam for guidance on this project. ON HOLD.

I have met with some potential investors in the industrial park. Jim White and I are meeting with them on Monday to discuss their proposal. Our economic development committee also met with investors and requested more information, project is ongoing.

Historic District Commission

The city officially became a Certified Local Government in April of 2021! Alan Higgins, SHPO representative will be here on Monday August 24, 2021, and present to planning commission, historic district commission, DDA Board, and City Council and the public on what a certified local government status means and how we can plan our future around historic preservation.

Planning Commission

The commission is currently reviewing and making suggestions rezoning the parcels along US-10 as well as some potential parking amendments. Ongoing.

I am reviewing the draft ordinance from Dickinson & Wright regarding revising the marihuana ordinance. I will review and have a draft to council in August. Ongoing.