

City Council

Mayor: Chris Emerick

Mayor Pro-Tem: Sandy Szeliga

Council: Dan Elliott

Sean Duffy Matt Hildebrand

City Clerk: Kathy Fiebig

City Manager: Pepper Lockhart

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

www.evart.or

CITY OF EVART REGULAR COUNCIL MEETING AGENDA Tuesday August 9, 2022 @ 7:30PM

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

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

- 1. Call to Order: 7:30PM
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Citizens' Comments limited to 3-4 minutes per individual
- 5. Approval of Agenda
- 6. Consent Agenda

The purpose of the Consent Agenda is to expedite business by grouping non-controversial items together to be dealt with by one Board motion 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, 2022
- **B.** Vendor's List \$119,892.63
- 7. Unfinished Business
- 8. New Business
 - C. DPW Director
 - **D.** Water/Sewer Rates
 - E. Aerators/Ferric Chloride Pump
- 9. Department/Informational Reports (No Action Needed)
 - **G.** Accounts Payable Report (7/27/2022 8/9/2022)
 - **H.** Payroll Reports (7/27/2022 8/9/2022)
- 10. City Attorney Report/Comment

- 11. City Clerk Report/Comment
- 12. City Manager Report/Comment
- 13. Finance Director Report/Comment
- 14. Department of Public Works Report/Comment
- 15. Police Department Report/Comment
- 16. City Assessor
 - I. Board of Review July 19, 2022
 - J. Amar Corrective Action/State Response
- 17. Downtown Development Authority Report/Comment
- 18. Fire Department
 - **K.** Fire Board Minutes July 19, 2022
- **19. Housing Commission**
- **20. Citizens' Comments** limited to 3-4 minutes per individual
- 21. Adjournment

CITY OF EVART REGULAR COUNCIL MEETING July 26, 2022 @ 7:30PM Community Room at the Depot, 200 S. Main Street

Mayor Pro-Tem Sandra Szeliga called the meeting to order at 7:30pm, then led the assembly in the Pledge of Allegiance.

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

Absent: Mayor Chris Emerick

Present (staff): City Manager Pepper Lockhart, Finance Director/Treasurer Jennie Duncan, Chief of Police John Beam Jr., City Attorney James White, Downtown Development Authority (DDA) Director Todd Bruggema, Water/Wastewater Laborer Adam Zinger, City Clerk Kathy Fiebig

Guests: Ralph and Diane Carlson, James Custer, Alan Gingrich, Jason O'Dell, one unidentified male

Citizens' Comments:

Ralph Carlson again requested that council use the sound system. He thanked them for changing the time of meetings from 8:00pm to 7:30pm. He would like to see all outdoor burning prohibited within the city limits, and he would like to ban residential fireworks completely. Alan Gingrich is running for re-election to the Osceola County Road Commission and would appreciate support. He realizes that the Commission does not work often with the City of Evart but pointed out that Evart residents use county roads.

Jim Custer is running for re-election to the Osceola County Board of Commissioners. Due to redistricting after the 2020 census, his district now includes the City of Evart.

Approval of Agenda

Ms. Lockhart requested that the minutes for the special council meeting on July 14, 2022 be added to the consent agenda. She asked to change Item C under New Business from "Assistant City Manager" to "Economic Community Development Director". Motion by Mayor Pro-Tem Szeliga to approve the agenda with these changes. Support by Mr. Elliott. Motion passed with all in favor.

Approval of Consent Agenda

- **A.** Regular Council Minutes July 5, 2022 Special Council Minutes – July 14, 2022
- **B.** Vendor's List \$226,887.61

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

Unfinished Business

New Business

C. Economic Community Development Director

Ms. Lockhart told council that DDA Director Todd Bruggema has been working with the DDA since March. He fits in well with staff, has a great knowledge of the city and has extensive

City of Evart Regular Council Meeting 07.26.2022

management experience. He has professional connections that are very useful for the city. By adding Economic Community Development Director to his job title, he can serve as assistant city manager when Ms. Lockhart is not available. He will receive \$5,000 annually as compensation over and above his present salary. Motion by Mr. Hildebrand to add "Community Economic Development Director" to Mr. Bruggema's job title as Downtown Development Authority Director and to approve a \$5,000 annual salary increase. Support by Mr. Duffy. Motion passed with all in favor.

D. Paperless Council Packets

Ms. Duncan noted that the city spends a significant amount of time and money printing council packets twice a month. The average yearly cost of paper and ink is over \$1100, and this doesn't include staff time to print and deliver the packets. She recommends that the city buy tablets for each council member to avoid printing packets in the future. The cost of the tablets will be covered within the first year. Motion by Mr. Hildebrand to move to paperless council packets by purchasing tablets for each council member as needed, spending up to \$175 per tablet. Support by Mr. Elliott. Motion passed with all in favor.

E. Meter Replacement Notifications – Next Step

Ms. Lockhart informed council that the Department of Public Works (DPW) is nearing the end of the meter replacement project and noted that there are residents that staff has not been able to contact. Others have not responded to multiple attempts to schedule the replacement. The handheld reader used for the old meters is failing and it cannot be repaired; a replacement can only be found used on EBay. Per Mr. Zinger, there are 116 residential meters still to be replaced. Ms. Lockhart recommends placing door hangers at all residences with old meters to bring this matter to their attention. Motion by Mr. Hildebrand to approve a two-stage plan for door hangers: the first explains the issue and asks the resident to call city hall within 30 days for an appointment; if a second notice is needed the language should become more aggressive and note that the water will be shut off if the meter is not replaced. Support by Mayor Pro-Tem Szeliga. Motion passed with all in favor.

F. Riverside Park West – Roof Repairs

Ms. Lockhart noted that all the roofs on the pavilions and the buildings at Riverside West are in dire need of replacement. Council allocated \$200,000 to Parks and Recreation from the sale of the MacClellan Building. She presented quotes for 25-year shingles (\$7,027.52) and steel roofs (\$10,836.48), noting that DPW will do the work. Motion by Mr. Hildebrand to authorize up to \$11,000 to remove the current roofing materials and install steel roofs on the pavilions and buildings in Riverside West. Support by Mr. Duffy. Motion passed with all in favor.

Department/Informational Reports

- **G.** Accounts Payable Report (7/6/2022-7/26/2022)
- **H.** Payroll Reports (7/6/2022 7/26/2022)
- I. Summary of Funds June 2022

City Attorney Report/Comment

Mr. White is working with Ms. Lockhart on several issues. There has been no word yet from the Attorney General's office regarding the charter amendment to appoint city clerk. He has been going through the building code and contacting contractors about serving on the Building Board of Appeals.

City Clerk Report/Comment

J. Proposed Charter Amendment - FYI

City Manager Report/Comment

Ms. Lockhart noted that the Planning Commission has begun to update the Master Plan and has scheduled another work session for August 8. She has filled the laborer position in DPW

and interviews have begun for the DPW Director. She will meet with the Police Union on Thursday; their contract has expired and the negotiating process has been delayed due to the EMS issues with the county. All DPW trucks have gone in for undercoating and bed liners.

Finance Director Report/Comment

Ms. Duncan has finished the quarterly report and summer taxes have been sent out. She is starting on the Fire Department report which is due in August.

Department of Public Works Report/Comment

K. Monthly Report – June 2022

Police Department Report/Comment

L. Monthly Report – June 2022

Chief Beam noted that Jessie Hyden will start at the Academy on August 8. Administrative Assistant Rose Woolsey is updating the field manual. Mr. Hyden has been working on the school response plan as it is outdated. Some area businesses would also like to have a response plan. Chief does not have the staff to do a Community Night Out, and the volunteer that has helped organize this in the past has moved from the city. The police millage renewal is on the August 2 ballot and he welcomes any questions or comments about the issue. Mr. Hyden continues to work on code violations and citations are up. Chief is planning to set up a wellness center that can be used by all city staff, not just police personnel.

Downtown Development Authority Report/Comment

M. Ice Mountain Environmental Stewardship Grant - Discussion

N. DDA Meeting Packet – June 12, 2022

Mr. Bruggema noted that the Farmers Market is doing very well this season and is averaging 25 vendors/week. The 4th of July weekend went well. Two downtown business district building owners are interested in renovating their second stories for living space.

Evart Area Fire Department

O. Minutes – June 14, 2022

Citizens' Comments:

Jason O'Dell spoke as a citizen and as the Middle School principal. He has spoken at length with Chief Beam about vaping devices coming into the schools and showed examples of devices that have been confiscated. These might contain nicotine or these might contain marijuana. He'd like to see city code changed to address the issue by allowing parents to be ticketed when their kids bring these to school. He believes this will stop the issue before it begins, keeping vaping devices out of schools and is pro-active rather than being reactive with confiscation. He mentioned that there's a ballot issue on August 2 for a Community Resource Officer (CRO) and he asked for support. He noted that a good CRO can prevent a lot of problems.

Ralph Carlson noted that Lume had provided money for a Resource Officer and questioned why those funds had not been spent. Ms. Lockhart responded that the city has the funding, as promised, but has been unable to hire a CRO. Mr. Hildebrand noted that the city had made an offer to a qualified candidate, but he chose to move out of state. A second candidate was offered a higher salary from another municipality so turned down our offer.

Motion by Mayor Pro-tem Szeliga to adjourn.	Support by Mr. Hildebrand. Motion passed with a	all
in favor. The meeting was adjourned at 8:19p	om.	

Kathy Fiebig, City Clerk	

08/03/2022 10:48 AM CHECK REGISTER FOR CITY OF EVART User: LISA CHECK DATE FROM 07/27/2022 - 08/09/2022 DB: City Of Evart CHECK REGISTER FOR CITY OF EVART Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 751 VI	ENDOR				
08/01/2022	751	39224	0028	CITY OF EVART	31,297.65
08/01/2022	751	39225	0653	EVART PUBLIC LIBRARY	1,781.40
08/01/2022	751	39226	0229	OSCEOLA COUNTY TREASURER	23,565.13
08/09/2022	751	39227	343	AIRPORT LIGHTING COMPANY	168.91
08/09/2022	751	39228	440	AXON ENTERPRISE, INC	95.25
08/09/2022	751	39229	1182	BARNETT'S AUTO REPAIR	414.59
08/09/2022	751	39230	1765	CATERPILLAR FINANCIAL SERVICES	22,040.29
08/09/2022	751	39231	0028	CITY OF EVART	8,545.44
08/09/2022	751	39232	1035	DICKINSON WRIGHT PLLC	560.00
08/09/2022	751	39233	1025	FILE SAFE, INC	67.75
08/09/2022	751	39234	1775	KIENITZ-NIX MEMORIALS, INC	57.20
08/09/2022	751	39235	0944	LAKESIDE SERVICES	134.07
08/09/2022	751	39236	2036	LIGHTHOUSE INSURANCE GROUP INC	3,206.97
08/09/2022	751	39237	1613	MORGAN COMPOSTING, INC.	120.00
08/09/2022	751	39238	0646	NYE UNIFORM COMPANY	310.50
08/09/2022	751	39239	1201	POINT BROADBAND	436.35
08/09/2022	751	39240	796	RCB CONTRACTING	7,916.67
08/09/2022	751	39241	637	RUSSELL'S BODY SHOP, LLC.	4,317.00
08/09/2022	751	39242	2035	SINGLESOURCE	355.05
08/09/2022	751	39243	1579	SPECTRUM HEALTH OCCUPATIONAL	168.00
08/09/2022	751	39244	1161	STAPLES CREDIT PLAN	130.32
08/09/2022	751	39245	2300	TELNET WORLDWIDE	142.87
08/09/2022	751	953(E)	0024	CONSUMERS ENERGY	3,638.80
08/09/2022	751	954(E)	1043	LINGO	248.45
08/09/2022	751	955 (A)	328	CHARTER/SPECTRUM	179.97
08/09/2022	751	956(A)	636	JARRETT, EDWARD	116.59
08/09/2022	751	957 (A)	450	SHADES OF GREEN LANDSCAPING	4,934.00
08/09/2022	751	958 (A)	1145	TUPPER, VICTORIA	10.27
08/09/2022	751	959(A)	0740	USA BLUE BOOK	2,016.47
08/09/2022	751	960 (A)	0221	WHITE LAW OFFICE	2,916.67
751 TOTALS	:			_	_
Total of 30 C	hocke.				119,892.63
Less 0 Void 0					0.00
Total of 30 I)isbursem	ents:		_	119,892.63

AGENDA REPORT

To: Honorable Mayor Emerick & Councilmembers

From: Pepper Lockhart, City Manager

Date: August 4, 2022

Re: DPW Director Employment Contract

For the Agenda of August 9, 2022

<u>Issues & Questions Specified.</u> I have met with the labor relations committee and the contract proposed is what they negotiated. The candidate chosen has proposed an August 22nd start date.

Alternatives.

1. N/A

Financial Impact. The DPW Director wages and benefit package currently come from the general, major, local, sewer, and water funds of our current 2022-2023 approved budget.

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

Attachments.

1. DPW Director Proposed Employment Contract

CITY OF EVART

EMPLOYMENT AGREEMENT

DIRECTOR OF PUBLIC WORKS/AIRPORT MANAGER

Public (herei	imployment agreement dated August 9, 2022, is entered into between, Director of Works/Airport Manager, (hereinafter ""), and The City of Evart, Michigan inafter "City"). The parties agree to be bound by the provisions of this Employment ement.
1	<u>NATURE AND PURPOSE OF AGREEMENT.</u> The purpose of this agreement is to establish compensation and other monetary considerations/benefits, which are not specified by, or differ from the City's Personnel Policies Handbook has been provided with a copy of the City's Personnel Policies Handbook and a copy of his acknowledgment of receipt and acceptance of such policies is on record and filed in his personnel file.
2	TERM. The considerations established herein shall become effective August 22, 2022, and continue through August 21, 2027, provided that remains employed by City throughout such time period.
	3. <u>BENEFITS.</u> Except as provided herein, shall receive all the same fringe benefits as may be provided by the City to all full-time employees, pursuant to the City's Personnel Policies Handbook. As will be given the use of a City vehicle, mileage will only be reimbursed for conferences and trainings when using his personal vehicle outside the City limits or if a City vehicle is not available. Reimbursement will be equivalent to the IRS mileage rate currently permitted for business travel for City purposes.
4	DUTIES. The Director of Public Works/Airport Manager shall be responsible for and perform all duties and obligations attributable to the Director of Public Works/Airport Manager, including but not limited to, those set forth in the City Charter, Evart City Code of Ordinances, State Law and Constitution, and the lawful resolutions and directives of the City Council shall devote his efforts and attention to the performance of the duties and responsibilities of the position of the Director of Public Works/Airport Manager, including as may be changed or modified from time to time by the City Manager/City Council.
	The Director of Public Works/Airport Manager agrees to serve the City in the manner and according to the duties and responsibilities as specified in the job description of the Personnel Policies Handbook, City Charter, Director of Public Works: The Charter of the City of Evart and other duties as outlined by the City Manager. It is

____ contract 2022-2027

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

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

August 22, 2022 - August 21, 2023:	\$67,000.00
August 22, 2023 - August 21, 2024:	\$69,010.00
August 22, 2024 - August 21, 2025:	\$71,080.00
August 22, 2025 - August 21, 2026:	\$73,213.00
August 22, 2026 - August 21, 2027:	\$75,409.00

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

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

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

meetings, as approved by the City Manager. Hours for working over forty per week, may be accrued, and may be used up to five (5) hours per week, at the City Manager's discretion. At no time, will any accrued hours be paid, as compensation, in the event they are not used.

10.	<u>VACATION/SICK TIME/PERSONAL TIME.</u> Beginning in August of 2022 will be credited annually 160 hours of vacation time will receive eight (8) hours of sick time per month which he can accrue and be paid out for according to the City handbook policy will also receive 24 hours of personal time annually.
	Transport policy will also receive 24 flours of personal time armatally.
11.	TERMINATION. understands and agrees that in accordance with the Official City
	Charter of the City of Evart, Osceola County, Michigan, as well as the City's Personnel Policies that he serves at the pleasure of the City Manager as an at-will employee with the City and may be terminated at any time with just cause. In the event the City exercises its right to terminate the employment of for a reason other than his commission of a felonious criminal act or an offense involving the violation of his official duties, shall be entitled to Severance Compensation. As used herein, Severance Compensation means the equivalent of six (6) months of 's salary in effect at the time of termination. The severance shall consist of base salary and any fringe benefits such as sick time and vacation hours. shall be entitled to select the form of his Severance Compensation, in either the form of one (1) lump sum payment or in the form of weekly payments matching the City's pay schedule. Regardless of the form of payment, the first payment shall be made to as soon as administratively feasible following the termination. In the event, is terminated for his commission of a felonious criminal act or an offense involving the violation of his official duties the City reserves the right to withhold severance pay.
12.	EXPIRATION. The City shall renew and/or renegotiate the Employee Agreement with no later than ninety (90) days prior to the expiration of his Employment
	Agreement.
13.	<u>VOLUNTARY RESIGNATION.</u> may terminate his employment at any time and for any reason with thirty (30) days' notice to the City. It is strongly encouraged and requested that make every effort to provide the City with ninety (90) days advance of his resignation. Upon the effective date of his resignation, will be entitled to no further compensation or benefits provided for by this Agreement, unless by mutual agreement of the parties involved.
14.	<u>TERMINATION FOR TOTAL AND PERMANENT DISABILITY.</u> 's employment may be terminated one (1) year after he becomes totally and permanently disabled. As used
	terminated one (1) year after he becomes totally and permanently disabled. As aset

____ contract 2022-2027

herein, totally and permanently disabled shall be defined as: (1) if $___$ is receiving total
permanent disability payment pursuant to any disability program under which he is
covered, whether owned by the City or otherwise; or (2) in the absence of such disability
program, if (a)' s attending physician certifies that is unable to perform his
duties as set forth herein for the City and that such condition is total and permanent,
and (b) in the event that does not timely consult such attending physician and the
City reasonably believes to be so disabled, the City may require an examination be
conducted by a properly qualified physician who shall conduct such examination as is
appropriate to determine whether or not $___$ is totally and $permanently$ disabled; and
(c) such condition continues for a period of at least six (6) months. If qualified for long
term disability the City has the right to terminate and hire for this position.

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

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

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

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

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

- 16. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and may only be changed with written agreement, signed by the parties involved. Each of the parties has received an executed original of the agreement.
 17. APPROVAL. By execution of the Agreement, the City acknowledges that all required approvals have been obtained by the City Council, so that this Agreement shall be fully effective and binding upon the parties hereto.
 18. RENEGOTIATE. In the event _____'s job title changes his employment agreement will be open for renegotiation.
 19. GENERAL PROVISIONS. The text herein shall constitute the entire agreement between
- 19. <u>GENERAL PROVISIONS.</u> The text herein shall constitute the entire agreement between the parties. This agreement shall be binding upon the inure to the benefit of the heirat-law and executors of the employee. If any provision, or any portion thereof contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

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

Dated:	, 2022	CITY OF EVART	
		Chris Emerick, City Mayor	
		Kathy Fiebig, City Clerk	
Dated:	, 2022		
		Director of Public Works	

AGENDA REPORT

To:

Honorable Mayor Emerick & Council Members

From:

Jennie Duncan, Finance Director/Treasurer

Date:

August 2, 2022

Re:

Resolution #2022-12 for Utility Rate Increase/Fee Schedule to Support Approved

2022-2023 Budget

For the Agenda of August 9, 2022

<u>Background.</u> During the August 6, 2018, council meeting, council approved the water and sewer committees' recommendation to raise the water/sewer rates annually for the next five years. Council was reminded of this during the July 13, 2020, meeting. On May 3, 2021, Baker Tilly presented the final utility rate study to the council. The rate study gives proposed rates through the 2025/2026 fiscal year.

Issues & Questions Specified. The current rate for water is \$4.99/1000 and the current rate for sewer is \$9.93/1000. The rate increases reflected in the 2022-2023 approved budget are as follows: a water rate increase of 3.5% (equivalent to \$0.23/1000 gallons) and sewer rate increase of 2% (equivalent to \$0.20/1000 gallons). The new rates would be \$5.16/1000 gallons for water usage and \$10.13/1000 gallons for sewer usage. The rate study also has an increase the water ready to serve fee. The current water ready-to-serve fee is \$6.73 a month, the proposed increase is \$6.96 a month. The financial impact for a family of four people using 7,500 gallons per month, their utility bill would increase by \$3.00 per month.

Alternatives.

- 1. No rate increases
- 2. Increase rates by a larger percentage

<u>Financial Impact</u>. There will be a financial impact on water and sewer fund revenues if the rates are not increased. City staff will be forced to make budget amendments and decrease expenditures in both water and sewer funds.

<u>Recommendation.</u> I am requesting the city council approve Resolution #2022-12, reflecting a 3.5% rate increase for water and a 2% increase for sewer, along with a .23 cent increase in the water ready-to-serve fee (5/8"-1" meter and 3/4" fire protection meter), effective the August 2022 billing cycle, to support the approved budget.

Attachments.

- 1. Final Utility Rate Increases
- 2. 2022-2023 Approved Budget for 590 Sewer Fund and 591 Water Fund
- 3. Resolution #2022-12 with attachments

Cash Flow

6.1 Methodology

The revenue needs to support operations, debt, and capital improvements while solving to cash balance. The City has an ideal cash balance they would like to maintain which leaves adjusting rates and capital improvements spending as the other two variables that can be adjusted. City officials determined that a consistent rate track with manageable annual inflationary increases was the best option for their customer base. Meeting these two requirements results in the City needing to issue one bond issue in order to complete the desired capital improvement plan.

6.2 Proposed/Potential Rates

The rate track demonstrates annual inflationary increases of 3.5% per year. The table below demonstrates the proposed rates.

Adjustment	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Ready-To-Serve Charge Rate (Monthly) *	\$ 6.50	\$ 6.73	\$ 6.96	\$ 7.21	\$ 7.46	\$ 7.72
Fire Protection Availability Charge (Monthly) **	\$ 2.86	\$ 2.96	\$ 3.06	\$ 3.17	\$ 3.28	\$ 3.40
Multi-Family Unit Charge (Monthly)	\$ 6.50	\$ 6.73	\$ 6.96	\$ 7.21	\$ 7.46	\$ 7.72
Commodity Charge (per 1 000 gallons)	\$4.82	\$4.00	\$5.16	\$5.34	\$5.53	\$5.72

TABLE 6-1: PROPOSED RATES ADJUSTMENTS

6.3 Rate Impact Summary

The proposed rate track results in approximately a \$1.05 increase to a typical homeowner's monthly bill per year (assuming 4,500 gallons of usage per month).



TABLE 6-2: TYPICAL HOMEOWNER MONTHLY BILL

^{* 5/8&}quot;, 3/4", and 1" meter size ready-to-serve charge rate

^{** 3/4&}quot; meter size fire protection availability charge rate

Cash Flow

6.1 Methodology

The revenue needs to support operations, debt, and capital improvements while solving to cash balance. The City has an ideal cash balance they would like to maintain which leaves adjusting rates and capital improvements spending as the other two variables that can be adjusted. City officials determined that a consistent rate track with manageable annual inflationary increases was the best option for their customer base. Meeting these two requirements results in the City needing to issue two bond issues in order to complete the desired capital improvement plan.

6.2 Proposed/Potential Rates

The rate track demonstrates annual inflationary increases of 2.0% per year to the City's commodity charge. The table below demonstrates the proposed rates.

Adjustment 2020/21 2021/22 2022/23 2023/24 2024/25 2025/26 Ready-To-Serve Charge (Monthly) * \$14.00 \$ 14.00 \$ 14.00 \$ 14.00 \$ 14.00 \$ 14.00 Multi-Family Unit Charge (Monthly) \$ 14.00 \$ 14.00 \$ 14.00 \$14.00 \$ 14.00 \$ 14.00 Commodity Charge (per 1,000 gallons) \$9.74 \$9.93 \$10.13 \$10.33 \$10.54 \$10.75

TABLE 6-1: PROPOSED RATES ADJUSTMENTS

6.3 Rate Impact Summary

The proposed rate track results in approximately a \$0.90 increase to a typical homeowner's monthly bill per year (assuming 4,500 gallons of usage per month).



TABLE 6-2: TYPICAL HOMEOWNER MONTHLY BILL

^{* 5/8&}quot;, 3/4", and 1" meter size ready-to-serve charge rate

DB: City Of Evart

User: JENNIE

BUDGET REPORT FOR CITY OF EVART Fund: 590 SEWER FUND

RT FOR CITY OF EVART

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591,200

Page:

2022-23 ORIGINAL GL NUMBER DESCRIPTION BUDGET ESTIMATED REVENUES Dept 000 - 728 Revenue 590-000-403.325 SPECIAL ASSESSMENT S. OAK ST 2,000 590-000-642.000 SALES 600,000 590-000-644.000 READY TO SERVE FEE 180,000 590-000-660.000 INTEREST AND PENALTIES 5,000 590-000-665.000 INTEREST-REVENUE 500 590-000-684.100 APPROPRIATION OF FUND BALANCE 500,000 590-000-685.000 MISCELLANEOUS REVENUE 6,000 TOTAL REVENUE 1,293,500 Totals for dept 000 - 728 1,293,500 TOTAL ESTIMATED REVENUES 1,293,500 APPROPRIATIONS Dept 202 - PROFESSIONAL SERVICES Expenditure 590-202-803.000 INDEPENDENT AUDITOR SERVICES 5,150 TOTAL EXPENDITURE 5,150 Totals for dept 202 - PROFESSIONAL SERVICES 5,150 Dept 537 - ADMINISTRATION Expenditure 590-537-702.000 SALARIES 65,000 590-537-706.000 SALARY AND WAGES - HOURLY 95,000 590-537-727.000 OFFICE SUPPLIES 2,000 590-537-729.000 PERMITS AND FEES 4,000 590-537-740.000 OPERATING SUPPLIES 2,000 590-537-741.000 POSTAGE & SHIPPING 2,000 590-537-801.000 PROFESSIONAL SERVICES 14,000 590-537-807.000 MEMBERSHIP AND DUES 2,000 590-537-840.000 PHYSICALS/DRUG TESTING 200 590-537-850.000 COMMUNICATIONS 5,000 590-537-860.000 TRAVEL EXPENSES 500 590-537-900.000 PUBLISHING/PRINTING 2,000 590-537-930.000 REPAIRS AND MAINTENANCE 2.000 590-537-932.000 COMPUTERS/EQUIPMENT/IT 6,600 590-537-943.000 EQUIPMENT RENTAL 200 590-537-955.000 MISCELLANEOUS EXPENSE 2,200 590-537-957.000 EDUCATION AND TRAINING 2,000 TOTAL EXPENDITURE 206,700 Totals for dept 537 - ADMINISTRATION 206,700 Dept 538 - PLANT OPERATION Expenditure 590-538-706.000 SALARY AND WAGES - HOURLY 30,000 590-538-730.000 OUTSOURCED TESTING 7,000 590-538-731.000 FERRIC CHLORIDE 10,000 590-538-740.000 OPERATING SUPPLIES 4,700 590-538-801.000 PROFESSIONAL SERVICES 15,000 590-538-850.000 COMMUNICATIONS 2,000 LIABILITY INSURANCE 590-538-912.000 20,000 590-538-921.000 UTILITIES 47,000 590-538-930.000 REPAIRS AND MAINTENANCE 5,000 590-538-943.000 EQUIPMENT RENTAL 5,000 590-538-969.000 DEPRECIATION 163,464 590-538-970.101 STORM SEWER/SANITARY SEWER IMPROV 50,000 TOTAL EXPENDITURE 359,164 Totals for dept 538 - PLANT OPERATION 359,164 Dept 539 - COLLECTION Expenditure 590-539-702.000 SALARIES 40,000 590-539-706.000 SALARY AND WAGES - HOURLY 35,000 590-539-707.000 SAL/WAGES, PT 13,000 590-539-740.000 OPERATING SUPPLIES 3,200 590-539-930.000 REPAIRS AND MAINTENANCE 485,000 590-539-943.000 EQUIPMENT RENTAL 15,000 TOTAL EXPENDITURE 591,200

Dept 850 - FRINGE BENEFITS

Totals for dept 539 - COLLECTION

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BEGINNING FUND BALANCE ENDING FUND BALANCE

DB: City Of Evart

BUDGET REPORT FOR CITY OF EVART Fund: 590 SEWER FUND Page:

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2022-23

ORIGINAL GL NUMBER DESCRIPTION BUDGET APPROPRIATIONS Dept 850 - FRINGE BENEFITS Expenditure 590-850-714.000 MEDICARE 5,000 590-850-715.000 590-850-716.000 SOCIAL SECURITY 14,000 HEALTH INSURANCE 590-850-718.000 RETIREMENT 25,000 590-850-719.000 OTHER FRINGE BENEFITS 3,000 590-850-723.000 UNEMPLOYMENT COMP. 590-850-724.000 WORKMENS COMPENSATION 8,000 TOTAL EXPENDITURE 118,000 Totals for dept 850 - FRINGE BENEFITS 118,000 TOTAL APPROPRIATIONS 1,280,214 NET OF REVENUES/APPROPRIATIONS - FUND 590 13,286

DB: City Of Evart

591-547-734.000

591-547-740.000

591-547-801.000

WATER TOWER MAINTENANCE

OPERATING SUPPLIES

PROFESSIONAL SERVICES

BUDGET REPORT FOR CITY OF EVART Fund: 591 WATER FUND

EVART Page:

2022-23 ORIGINAL. GL NUMBER DESCRIPTION BUDGET ESTIMATED REVENUES Dept 000 - 728 Revenue 591-000-403.325 SPECIAL ASSESSMENT S. OAK ST 2,000 SPECIAL ASSESSMENT S. HEMLOCK ST. 591-000-403.326 2,000 591-000-403.327 SPECIAL ASSESSMENT N. OAK ST. 8,000 591-000-642.000 SALES 1,000,000 591-000-644.000 READY TO SERVE FEE 110,000 INTEREST AND PENALTIES 591-000-660.000 2,500 591-000-665.000 INTEREST-REVENUE 3,000 591-000-684.100 APPROPRIATION OF FUND BALANCE 500,000 591-000-685.000 MISCELLANEOUS REVENUE 10,000 591-000-691.000 TOWER LEASE REVENUE 25,000 TOTAL REVENUE 1,662,500 Totals for dept 000 - 728 1,662,500 TOTAL ESTIMATED REVENUES 1,662,500 APPROPRIATIONS Dept 202 - PROFESSIONAL SERVICES Expenditure 591-202-803.000 INDEPENDENT AUDITOR SERVICES 5,150 TOTAL EXPENDITURE 5,150 Totals for dept 202 - PROFESSIONAL SERVICES 5,150 Dept 545 - ADMINISTRATION Expenditure 591-545-702.000 SALARIES 70,000 591-545-706.000 SALARY AND WAGES - HOURLY 75,000 591-545-707.000 SAL/WAGES, PT 17,000 591-545-727.000 OFFICE SUPPLIES 1,000 591-545-729.000 PERMITS AND FEES 6,000 591-545-740.000 OPERATING SUPPLIES 4,600 591-545-741.000 POSTAGE & SHIPPING 3,000 591-545-801.000 PROFESSIONAL SERVICES 15,000 591-545-807.000 MEMBERSHIP AND DUES 3,000 591-545-840.000 PHYSICALS/DRUG TESTING 2,500 591-545-850.000 COMMUNICATIONS 5,000 591-545-860.000 TRAVEL EXPENSES 1,500 591-545-900.000 PUBLISHING/PRINTING 3,000 591-545-930.000 REPAIRS AND MAINTENANCE 2,000 591-545-932.000 COMPUTERS/EQUIPMENT/IT 7,000 591-545-943.000 EQUIPMENT RENTAL 1,000 MISCELLANEOUS EXPENSE 591-545-955.000 2,200 591-545-957.000 EDUCATION AND TRAINING 2,000 TOTAL EXPENDITURE 220,800 Totals for dept 545 - ADMINISTRATION 220,800 Dept 546 - PLANT/OPERATIONS Expenditure 591-546-706.000 SALARY AND WAGES - HOURLY 25,000 591-546-707.000 SAL/WAGES, PT 7,500 591-546-730.000 OUTSOURCED TESTING 16,000 591-546-732.000 CHLORINE/TREATMENT CHEMICALS 22,000 591-546-740.000 OPERATING SUPPLIES 10,000 591-546-801.000 PROFESSIONAL SERVICES 22,000 591-546-807.000 MEMBERSHIP AND DUES 3,000 591-546-850.000 COMMUNICATIONS 2,000 591-546-912.000 LIABILITY INSURANCE 6,000 591-546-921.000 UTILITIES 110,000 591-546-930.000 REPAIRS AND MAINTENANCE 5,000 591-546-943.000 EQUIPMENT RENTAL 25,000 591-546-957.000 EDUCATION AND TRAINING 2,500 591-546-969.000 DEPRECIATION 227,582 TOTAL EXPENDITURE 483,582 Totals for dept 546 - PLANT/OPERATIONS 483,582 Dept 547 - DISTRIBUTION Expenditure 591-547-706.000 SALARY AND WAGES - HOURLY 40.000 591-547-707.000 SAL/WAGES, PT 6,000

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80,000

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5,000

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BUDGET REPORT FOR CITY OF EVART Fund: 591 WATER FUND

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2022-23

GL NUMBER	DESCRIPTION		ORIGINAL BUDGET
APPROPRIATIONS Dept 547 - DIS			
Expenditure 591-547-930.000 591-547-943.000 591-547-970.300 591-547-970.400	LEAD SERVICE LINE REPLACEMEN WELL IMPROVEMENTS	ITS	450,000 20,000 150,000 30,000
			788,000
Totals for dep	ot 547 - DISTRIBUTION		788,000
Dept 548 - ACC Expenditure 591-548-702.000	OUNTING AND COLLECTION		
591-548-943.000	SALARIES EQUIPMENT RENTAL		40,000 15,000
TOTAL EXPEND	DITURE		55,000
Totals for dep	ot 548 - ACCOUNTING AND COLLECTIO	NC	55,000
Dept 850 - FRII Expenditure 591-850-714.000 591-850-715.000 591-850-716.000 591-850-718.000 591-850-719.000 591-850-723.000 591-850-724.000 TOTAL EXPEND	MEDICARE SOCIAL SECURITY HEALTH INSURANCE RETIREMENT OTHER FRINGE BENEFITS UNEMPLOYMENT COMP. WORKMENS COMPENSATION		4,000 12,000 46,500 27,000 1,500 3,000 9,000
Totals for dep	t 850 - FRINGE BENEFITS		103,000
TOTAL APPROPRIAT	IONS		1,655,532
NET OF REVENUES/	APPROPRIATIONS - FUND 591		6,968
	G FUND BALANCE UND BALANCE		
ESTIMATED REVENU APPROPRIATIONS - NET OF REVENUES/			2,956,000 2,935,746 20,254

BEGINNING FUND BALANCE - ALL FUNDS ENDING FUND BALANCE - ALL FUNDS

CITY OF EVART EVART, MICHIGAN

RESOLUTION # 2022-12

WHEREAS, pursuant to the provisions of Ordinance 2015-1 of the Municipal Code of Ordinances amendments to the water and sewer utility system fee schedules shall be adopted by Resolution of the City Council.

WHEREAS, the City of Evart City Council has determined it necessary to adjust the water and sewer rates and fees;

NOW, THEREFORE, BE IT RESOLVED THAT, City Council resolves, the attached water and sewer system service fee schedules shall be effective August 1, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT, City Council resolves, effective August 1, 2022, the water rate shall increase from \$4.99 per 1,000 gallons to \$5.16 per 1,000 gallons (3.5% increase).

NOW, THEREFORE, BE IT RESOLVED THAT, City Council resolves, effective August 1, 2022, the sewer rate shall increase from \$9.93 per 1,000 gallons to \$10.13 per 1,000 gallons (2% increase).

Upon motion of Council Mem		
Supported by Council Member	er	
YEAS:		
NAYS:		
ABSENT:		
Adopted this day of	, 2022.	
		Chris Emerick, Mayor
		Kathy Fiebig, City Clerk
In testimony whereof, I have, 2022.	here unto set my hand affixed seal o	f said City of Evart, this day of
		Kathy Fiebig, City Clerk

AGENDA REPORT

To: Honorable Mayor Emerick & Council Members

From: Pepper Lockhart, City Manager

Date: August 4, 2022

Re: Wastewater Aerators & Ferric Chloride Pump

For the Agenda of August 9, 2022

<u>Background.</u> In April of 2021 we had applied for the Community Development Block Grant which included the replacement aerators and ferric chloride pump for the wastewater treatment plant. In May of 2022 we applied for the grant again but after being advised of how to score better on the grant, council chose to remove these items noting we could pursue to pay for these ourselves.

<u>Issues & Questions Specified</u>

Since we are currently having to wait long periods of time, I am proposing we look at ordering these items so we can knock them off our capital improvement plan. We anticipate we will not receive these items for a few months after we place the order. We would like to order 4 aerators and assemblies plus the cabling needed to hold them in place. Currently the guys are having to check on these daily and sometimes more to make sure they are working. This is causing many man hours of time to monitor them. We would also like to order a new ferric chloride pump.

Alternatives.

1. Do nothing

Financial Impact

We have budgeted \$485,000 for repairs and maintenance (590-539-930-000) in this year's sewer budget.

Recommendation

I am seeking council approval to purchase these items so we can get the order placed and the install scheduled.

Attachments.

- 1. Aerator Quotes including installation \$70,891
- 2. Cabling Quote from Medler Electric \$13,571.15
- 3. Nemo Progressive Cavity Pump description
- 4. Ferric Chloride Pump Quote (to be emailed later)



PROJECT NUMBER: 21-4-11312

REVISION: 01

DATE: 07/11/2022

TO: City of Evart, MI **PROJECT NAME:** Evart, MI WWTP

A.I.I. CONTACT: Brad Sciulli / 412.607.7100 [m]

REPRESENTATIVE: Jim Solberg / (616) 893-9643

John L. Greaney 219.309.4256 [m] Solberg, Knowles & Associates

AERATION INDUSTRIES INTERNATIONAL is pleased to offer the following:

Four (4) 5HP AIRE-O₂ Anti-Fouling Aspirating Aerators, consisting of:

- 5HP, 230/460 volt, 3-phase, 3600 RPM, TEFC, premium efficiency motor
- Field replaceable, water-lubricated lower bearing
- Field replaceable, water-resistant sleeve
- 316 SS dual-blade anti-fouling propeller
- 304 SS diffuser
- 304 SS housing, mounting flange, and hollow shaft

Note: Aerators shall arrive fully assembled for immediate mounting

Four (4) Tri-Float Assemblies, consisting of:

- Three (3) molded, LDPE, closed-cell foam filled pontoons
- 304 SS rails and mounting hardware
- Vortex shield attached to frame

Note: Flotation devices require field assembly

Three (3) Year Warranty (See General Terms and Conditions)

Startup/Installation Supervision (One Trip and Two Days, Including Expenses)

Freight Delivered at Place (DAP) Evart, MI

BUDGETARY BUYOUT PRICE: \$70,891 USD

EXCLUSIONS: Installation, duties, and taxes are not included. Electrical cable, controls, cord

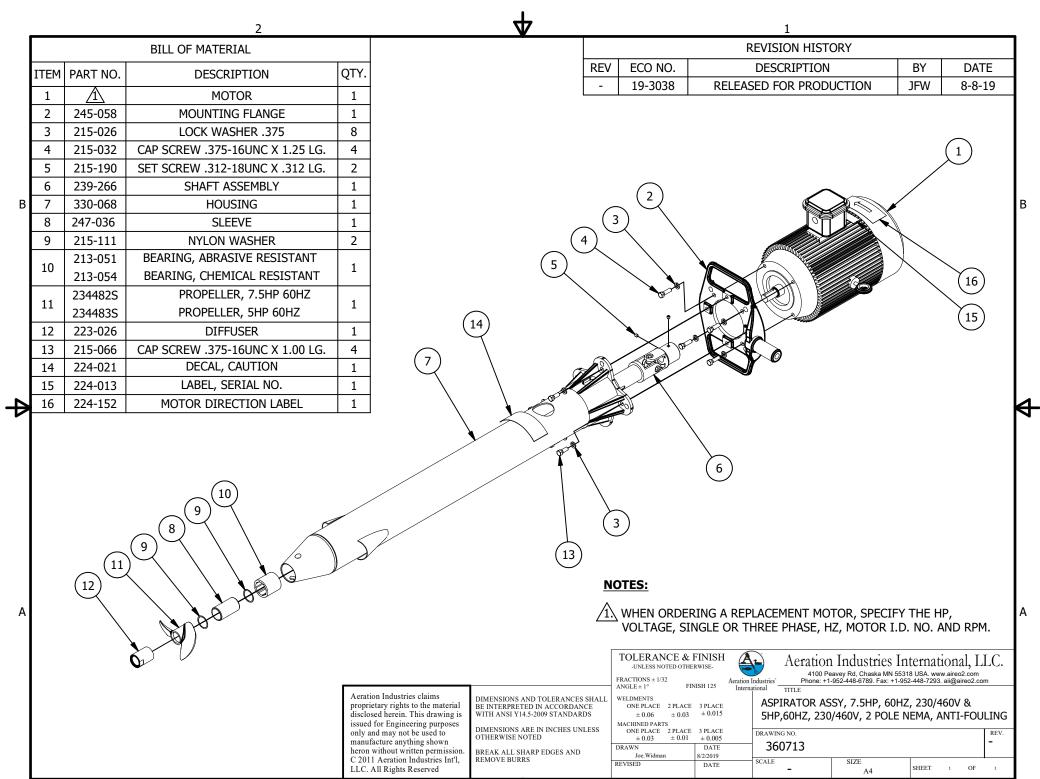
grips, anchoring hardware, mooring posts, mooring cable, and all items not

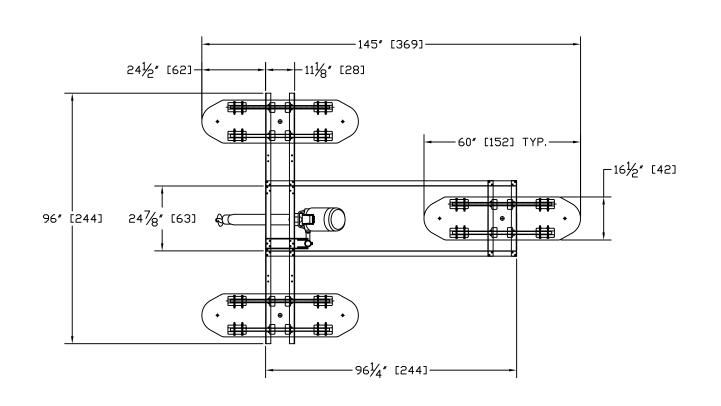
specifically listed above are excluded.

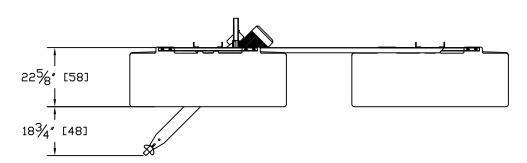
If required, submittals will be done two weeks from receipt of purchase order. NOTE:

Delivery is four to six weeks from submittal approval. Quotation valid for 30 days.

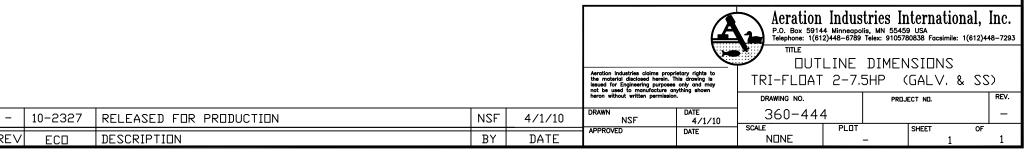
General Terms and Conditions Attached (2 Pages) TERMS:







DIMENSIONS IN [] ARE CENTIMETERS





Aire-O₂® Antifouling Aspirator



Resilient design trusted to perform in harsh conditions

With the growing use and challenge caused by supposedly flushable wipes, we have customized our Aire-O₂® Aspirators with a larger stainless steel antifouling propeller and housing for low maintenance operation that excels in heavy debris conditions.

The resilient design with the patented rotating propeller forces water outward horizontally past the end of the shaft, creating a vacuum that draws atmospheric air down the shaft. The air is then dispersed in a large plume of fine bubbles to maximize oxygen dispersion and mixing.

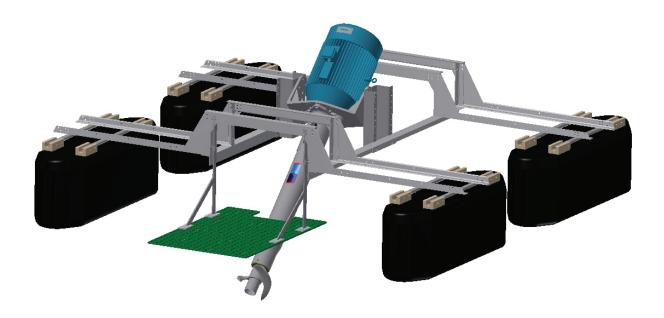
Flexible sizing and mounting options allow for easy installation in a variety of applications and even oxygen dispersion throughout the entire basin, regardless of its size or shape.

WHY CHOOSE THE **ANTIFOULING ASPIRATOR**

- Trusted performance in challenging, heavy debris conditions
- Easy to install and portable; ideal for retrofits
- Performance efficiency in winter months
- No aerosols



Eliminate ragging, fouling and downtime



*Mounting options include: universal, float, and wall/bridge.

FEATURING



- Mixing and fine bubble aeration
- Variable mounting angle offers flexibility
- One-year warranty for 10-30hp (7.5-22kW) sizes in worldwide voltage, phase and Hz combinations
- Field replaceable, water lubricated lower bearing with wear-resistant sleeve



Aeration Industries® International | +1-952-448-6789 | 4100 Peavey Road Chaska, MN, 55318 USA ©2019, Aeration Industries International, LLC. | All Rights Reserved. (ASPIRATOR-0119)

www.aerationindustries.com

AERATION INDUSTRIES INTERNATIONAL, LLC

General Terms and Conditions

- 1. **Price.** Published prices are subject to change without notice and shall not be binding on Seller until reduced to writing signed by Seller. All prices are F.O.B. Chaska, MN, and do not include transportation cost or charges relating to transportation, which costs and charges shall be solely the responsibility of Purchaser. Prices quoted include standard packing according to Seller's specifications. Special packing requested by Purchaser, including packing for exports, shall be paid by the Purchaser as an additional charge.
- 2. **Taxes.** To the extent legally permissible, all present and future taxes, imposed by any Federal, State, Local or foreign authority, which Seller may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of goods or services, including taxes upon, or measured by the receipts therefrom, shall be paid by Purchaser. Amounts covered hereby shall be added to the price, or billed as a separate item as the law may require or as the Seller may determine. No offset against or reduction in price shall be allowed Purchaser by reason of taxes owed, paid or payable by Purchaser, or charged by Purchaser's account.
- 3. **Credit and Payment.** Credit accounts will be opened only with firms or individuals approved by Seller's Credit Department. Unless otherwise provided, in any case where delivery is made on credit, Purchaser shall have thirty (30) days from date of the invoice in which to make payment for the goods. Seller reserves the right at any time upon notice to Purchaser, to alter or suspend credit, or to change the credit terms provided herein, when in its sole opinion the financial condition of the Purchaser so warrants. In addition, the Seller may at any time, with or without notice to Purchaser, and at its option, suspend work and shipment under this contract if, in the Seller's sole opinion, the financial condition of the Purchaser so warrants. In such cases, in addition to any other remedies herein, or by law provided, cash payment or satisfactory security from the Purchaser may be required by the Seller before credit is restored or Seller continues performance. If the Purchaser fails to make payment or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment of the full contract price of the work completed and in process. Upon default by Purchaser in payment when due, Purchaser shall pay immediately to Seller the entire unpaid amounts for any and all shipments made to purchaser irrespective of the terms of said shipment and whether said shipments are made pursuant to this contract or any other contract of sale between Seller and Purchased, and Seller may withhold all subsequent shipments until the full account is settled. Acceptance by the Seller of less than full payment shall not be a waiver of any or its rights hereunder. The seller reserves the right, at its discretion, to charge up to 1½% per month for amounts not paid within stated terms.
- 4. **Cancellation.** Cancellation of orders once placed with and accepted by us can only be made by us. Should the Purchaser, due to change in design or other good and sufficient cause, desire to effect cancellation of the order, same will be accepted on the following hasis:

Purchaser shall pay in full the costs of all material, dies, tools, patterns and fixtures provided for this order, that are on hand or for which we are obligated, together with all labor and other expense incurred in connection therewith. Invoices covering said costs shall be due and payable immediately upon our acceptance of cancellation.

- 5. **Patents.** To the best of our knowledge, the articles purchased hereunder do not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. We do not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or udders of its product. The Purchaser agrees to hold us harmless against any claim of infringement which arises out of compliance by us with specifications furnished by Purchaser.
- 6. **Risk of Loss, Title.** The risk of loss of the goods shall pass to the Purchaser as soon as they are deposited with the carrier for shipment to the Purchaser, but title to the goods shall remain in the seller until the purchase price therefore has been paid.
- 7. **Shipment.** All shipments shall be F.O.B. Chaska, MN, and the date of shipment shall be contingent upon the date of acceptance of Seller's offer. Seller's obligation with respect to shipments of the goods shall not extend beyond a) putting the goods in the possession of such a carrier and making such a contract for the transportation thereof as may be reasonable having regard to the nature of the good; b) obtaining and delivering within a reasonable time such documents as may be necessary for Purchaser to obtain possession of goods; and c) notifying the Purchaser of the shipment within a reasonable time. Seller shall have the right to ship all of the goods at one time or in portions from time to time within the time of shipment. This contract shall be deemed separable as to the goods sold. Purchaser may not refuse to accept any lot or portion of the goods shipped hereunder on the grounds that there has been a failure to ship any other lot or that goods in any other lot were nonconforming. Any such default by Seller will not substantially impair the value of this contract as a whole and will not constitute a breach of the contract as a whole. The goods shall be deemed to have been tendered to Purchaser when they have been deposited with the carrier.
- 8. **Inspection and Acceptance.** Purchaser shall have the right to inspect the goods upon receipt of them and shall have the opportunity, at that time, to run adequate tests to determine whether the goods shipped conform to the specification of this contract.

Purchaser shall recompense Seller, at the contract price, for all goods used in testing and Purchaser shall bear any expense incurred in the inspection of the goods used in testing, whether or not the goods are non-conforming. Failure to inspect the goods or failure to notify the Seller in writing that the goods are nonconforming with ten (10) days of the receipt of the goods by Purchaser, shall constitute a waiver of Purchaser's rights of inspection and rejection for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Purchaser. Acceptance – Unless we receive notification to the contrary promptly from you, we will consider the foregoing conditions as been acceptable to you.

- 9. **Excuse in Seller's Performance.** This contract is subject to an the Seller shall not be responsible or liable for any delay directly or indirectly resulting from or contributed limitations on Seller's production, capabilities, prompt settlement of all details relating to the materials covered by this proposal, and to delays due to fires, explosions, acts of God, strikes or other differences with workmen, shortage of utility, facility, components or labor, delay in transportation, breakdown or accident, war and acts of war, compliance with or other action taken to carry out the intent of purposes of any law or regulation, changes, or revisions, accidents or any other causes or contingencies not caused by Seller or other which Seller had no reasonable control. In the event that any one or more deliveries hereunder is suspended or delayed by reason of any one or more of the occurrences or contingencies aforesaid, any and all deliveries so suspended or delayed shall be made after such disabilities have ceased to exist, and nothing herein contained shall be construed as lessening in any event the full amount of goods herein purchased and sold, but only as deferring delivery and payment in the events and to the extent herein provided for. Neither shall any delay in shipment be considered as a default under this contract or give rise to any liability on the part of Seller for items of incidental, special consequential damage unless such delay was directly and proximately caused by the willful and wanton act of gross negligence of Seller. Acceptance of material on delivery shall constitute a waiver of any claims against seller for damages on accounts of delay.
- 10. **Warranty.** Seller warrants that it will, at its option, repair or replace the goods, or return the purchase price thereof, which are found to be defective in material or workmanship or not in conformity with the contract requirements provided that, within three (3) year of shipment thereof, Purchaser gives written notice of such defect to Seller, the Purchaser returns the goods to Seller at point of original manufacture, with transportation charges prepaid by Purchaser, and an examination by Seller discloses to its satisfaction the existence of such defect or nonconformity with the contract requirements. In no event shall Seller be liable for any incidentals, special or consequential damages resulting from said effects or nonconformity. This warranty specifically excludes all labor charges that could be incurred.

THE FOREGOING DOES NOT APPLY TO COMPONENTS WHERE WERE NOT MANUFACTURED BY SELLER, AND IS EXPRESSLY IN LIEU OF OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FOREGOING, NO AGENT, EMPLOYEE OR REPRESENTATIVE OF THE SELLER HAS ANY AUTHORITY TO BIND THE SELLER TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE GOODS SOLD UNDER THIS SALES CONTRACT, AND UNLESS AN AFFIRMATION, REPRESENTATION OR WARRANTY MADE BY AN AGENT EMPLOYEE OR REPRESENTATIVE IS SPECIFICALLY INCLUDED WITHIN THIS WRITTEN AGREEMENT, IT SHALL NOT BE ENFORCEABLE TY THE PURCHASER.

- 11. **Remedies of Purchaser.** If goods are tendered which do not conform with the specifications under the sales contract and these goods are rejected by Purchaser, Seller shall have the right to cure the tender by either correcting the goods or substituting conforming goods. In the event that such substituted goods fail to conform to the contract or in the event of any other breach or repudiation of this contract by Seller, Purchaser shall not be entitled to recover any incidental or consequential damages as those terms are defined in Section 2-715 of the Minnesota Uniform Commercial Code and Purchaser's right to damages shall be limited to the difference between the contract and the market price of the goods as provided in Section 2-713 of the Minnesota Uniform Commercial Code. Purchaser shall not have the right to "cover" as provided in Section 2-712 of the Minnesota Uniform commercial code nor any rights to recover damages for any loss resulting in the ordinary course of events from nonconformity of tender as contained in Section 2-714(1) of the Minnesota Uniform Commercial Code.
- 12. **Assignments.** No right to interest in this contract shall be assigned by Purchaser, without the written permission of Seller, and no delegation of any obligation owned by Purchaser shall be made without permission of the Seller. Any attempted assignment of delegation shall be wholly void and totally ineffective for all purposed.
- 13. **Alterations, Interpretations and Definitions.** This contract shall be governed by the laws of Minnesota and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties, and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence to a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity for objection. Waiver by Seller of a breach by Purchaser of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect. Any term used in this contract which is not defined herein shall have the same definition as that contained in the Minnesota Uniform Commercial Code.



MEDLER ELECTRIC CO. #5 407 BJORNSON ST BIG RAPIDS, MI 49307 231-796-3555 Fax 231-796-1422

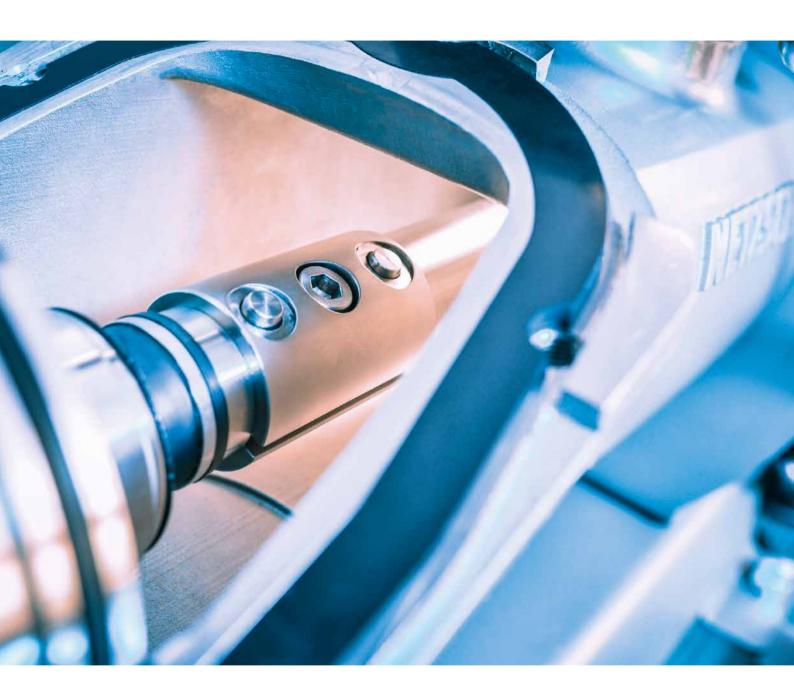
Quotation

QUOTE DATE	QUOTE	NUMBER
07/28/22	S5069	289
ORDER TO:		PAGE NO.
MEDLER ELECTRIC CO.	. #5	
407 BJORNSON ST		
BIG RAPIDS, MI 49307		1
231-796-3555 Fax 2	231-796-1422	

QUOTE TO: CITY OF EVART 196 200 S MAIN EVART, MI 49631 CITY OF EVART 5468 110TH AVENUE EVART, MI 49631

WRITER		CUSTOMER ORDER NUMBER	RELEASE NUMBER		SHIP DATE
Tim Gott (BIG)	cord/lamps			07/28/22
SALESPERSON		SHIP VIA	SHIP VIA TERMS		FREIGHT EXEMPT
Chris Berk	e (BIG)	OT OUR TRUCK	Net EOM 1 M	onth SC	No
ORDER QTY	PART NO	DESCRIPTION		UNIT PRICE	NET AMOUNT
2000FT	103528	.90"OD CORD 01824.38.01		13565.21	
lea	1499923	\$3164 35T4 BI-PIN 120V *Above Item Not Return TAXES NOT INCLU	nable W/O RGA*	4.942	4.94
THIS IS A QUOTATION Prices will expire on 07/29/22 APPLICABLE TAXES EXTRA!				Subtotal S&H CHGS	13570.15 1.00
			 .	Amount Due	13571.15





NEMO® Progressing Cavity Pumps

Comprehensive and uncompromising solutions for all industries

For six decades and at five sites all over the world, NETZSCH has been developing and producing high-quality, innovative pump systems supported by a large number of patents.

Good reasons

for choosing NEMO® Progressing Cavity Pumps

Benefit to the customer

Always focused on benefit to the customer, the NETZSCH product range covers everything from the smallest dosing pumps with flow rates of a few ml to high-performance pumps that pump up to 1000 m³/h. We also supply grinders and a comprehensive range of accessories. We supply everything in and around the pump to suit your application perfectly, because we understand and know your process.

Proximity to our customers

We guarantee proximity to our customers with 30 branches and more than 130 agencies around the world. Our application-oriented organisational structure across six business fields ensures that each of your contacts at NETZSCH® has detailed knowledge of the application, that national and international standards are complied with, and that contact routes are short, delivery is fast and on-site service is competent.



Individual pump selection

Each individual pump is precisely tuned to the requirements of the application to deliver optimum performance, service life and reliability.

The pumps are available with conveying elements in four different rotor/stator geometries, so that the right solution can always be found for your application.

Another benefit from our continued investment in product development is a range of gear joints selected to suit each and every application no matter how demanding.

And last but not least, we supply a comprehensive range of options and accessories, as well as expert service, as we want you to stay in close contact with NETZSCH even after your pump has been commissioned.

Please see for yourself and contact us.

Large capacity and pressure range

- Flow rates from just a few ml/h up to 1000 m³/h
- Number of stages ranging from 1 to 8 for pressures from 6 to 48 bar (standard) or up to 240 bar (high pressure)

Broad range of applications

The pumps are primarily used with media that have the following features:

- Containing solids (max. solid size up to 150 mm) and free of solids
- Low to high viscosity (1 mPas 3 millions mPas)
- Thixotropic and dilatant
- Shear sensitive
- Abrasive
- Non-lubricating and lubricating
- Aggressive (pH 0 14)
- Adhesive
- Toxic

Wide range of materials

Our range of metallic materials extends from simple grey cast iron and chrome-nickel steel to highly acid-resistant materials such as Duplex, Hastelloy and titanium to suit different conveying tasks. Ceramics and plastics round off the list for aggressive and abrasive applications. Our elastomers range from highly abrasion-resistant natural rubber, to oil-, acid- and alkali-resistant elastomers and finally Aflas and Viton. For products in which elastomers cannot be used because of high temperatures or for reasons of durability, a large number of solid-based stators made from plastics or metallic materials is available.

(See pages 20 to 23)

Various conveying elements

Four different rotor/stator geometries are available to ensure the design is optimally adapted to the specific task.

(See page 18 and 19)

Large variety of shaft seals

The range of mechanical shaft seals includes simple seals with and without quench, double-acting seals arranged back to back or in tandem, and cartridge seals. For specific applications, stuffing-box packing, lip seals and special seals are available. A pump with magnetic coupling is available for use with toxic media – to guarantee 100% that there are no leaks.

(See pages 24 and 25)

Additional features

- High suction capacity up to 9 mH₂O
- Direction of rotation and flow can be reversed
- Can be installed in any position
- Quiet, smooth running
- Temperatures from 20 °C to + 200 °C



Design of the NEMO® Pump



From wear- and corrosion-resistant metal designs to the wear-free ceramic rotor NEMO CERATEC®.

2 Stator

We manufacture stators to the latest standards. Minimised tolerance ranges thereby optimise the performance of the pump. Our unique, fully networked production and process data monitoring system, developed in-house, is backed up by consistent quality testing.

2.1 Stator with conventional technology

The stator inlet is vulcanised into the tubes with integrated seals on both ends. The inlets are available in a wide variety of NEMOLAST® elastomers, plastics and metals. Stator inlet with cone-shaped opening to improve product feeding into the conveying chamber.

(see pages 20 and 21)

222 Stator with iFD technology

The iFD-Stator® consists of a two-part reusable housing with a polygonal profile and the NEMOLAST® elastomer housed within. The advantages of this new technology include a lower breakaway torque, higher efficiency, increased service life, simple and quick replacement, and environmentally friendly.

(See brochure NPS · 344)



3 Drive train

The drive and connecting shaft with coupling rod and two universal joints provide the power transmission from the drive to the rotor.

4 Shaft sealing

Standard design with single-acting, wear-resistant, bi-directional mechanical seals. On request, single-/double-acting mechanical seals from a range of manufacturers, as well as cartridge and special seals and stuffing-box packing.

5 Suction and pressure housing

Hydrodynamic design with flange or thread connections in accordance with DIN and international standards. Grey cast iron, chromium-nickel-molybdenum steel, rubber-lined or Halar®-coated cast iron and special materials as per requirements.

Halar® is a registered trademark of Solvay Solexis



6 Block design

As the drive is directly flanged onto the pump's lantern, the dimensions are compact, the overall weight is low, the shaft heights are constant irrespective of the design and size of the drive – the pump requires low maintenance, is easy to maintain and economical.

"Full Service in Place"

Pump service without removing the pump from the system

The NEMO® Progressing Cavity Pump in FSIP® design is available...

- in the sizes NM 045 to NM 105 for flow rates from 2 to 200 m³/h
- for differential pressures from 6 bar (1 stage) up to 12 bar (2 stages)
- in various materials, from steel to chrome-nickel-steel, various other materials on request
- with various stator elastomers, from highly abrasion-resistant natural rubber, to oil-, acid-, and alkali-resistant elastomers, to Aflas and Viton
- in all 4 geometries, S, L, D, and P to be customized optimally to your application

...and conveys

substances with consistencies from runny to pasty, with or without solid content.



Housing in FSIP® design with inspection cover

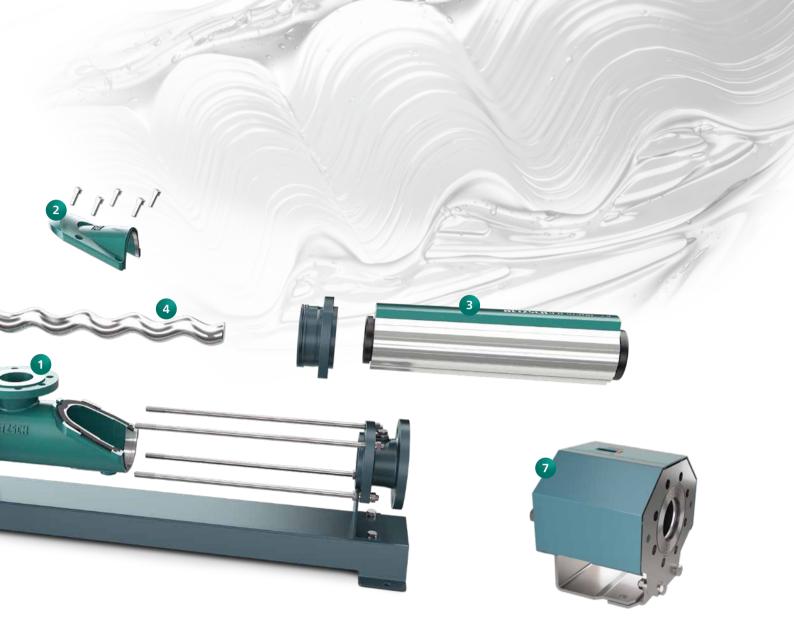
The FSIP® design of the suction housing mainly differs from the standard design when you look at the new large inspection cover, but the housing dimensions remain unchanged. All installed NEMO® BY/SY pumps in the sizes mentioned above can be upgraded without any problem. After this upgrade you can fully service the pump while it is installed. All wetted parts are immediately accessible. All wearing parts can be replaced in less than half the time.

2 Inspection cover

The inspection cover is fixed by only 5 screws which can be easily removed without special tool.

3 Stator with iFD® technology

The stator consists of a reusable two-part stator housing and an exchangeable elastomer part. The benefits of the new technology are a reduced starting torques, higher degree of efficiency, prolonged lifetime, easier and faster change of the wear part and environmentally friendly disposal. In combination with the suction housing in FSIP® design there is the additional benefit that the rotor/stator can be changed simply and quickly outside the pump and without pre-tensioning, once the stator housing has been opened. The rotating unit can simply be lifted out and leaves the pump open from flange to flange. The formerly needed "service length" is no longer required, giving the pump a much shorter footprint – a strong argument for the installation of the relatively long progressing cavity pumps. This is also valid when a standard stator is being used.



4 Rotor

In wear- and corrosion-resistant designs, various materials on request.

5 5a Drive train and sleeve coupling

Removing the inspection cover from the FSIP® pump you gain access to a sleeve coupling which joins the rotor to the coupling rod. Here only one screw has to be removed to split both elements from each other.

6 Shaft sealing

Standard for the FSIP concept is a MG 1 single acting mechanical seal in cartridge design, which can be easily removed through the large inspection opening. Other options upon request.

xLC[®] stator adjustment unit

The xLC® unit is attached to the flange of the elastomer part of the stator and can compress or stretch it. In the case of wear the elastomer part of the stator can be compressed to restore the pretension between the rotor and stator ensuring an efficient sealing line.

NEMO® Industrial Pumps

NEMO® progressing cavity pumps are used in all sectors of industries to convey almost all types of media continuously, smoothly, with low pulsation and dosing in proportion to speed.

NEMO® BY

in block design



Performance

Flow rates up to 400 m³/h at pressures up to 24 bar.

Fields of application

Industrial applications in environmental technology and in the food, oil and chemical industries for fluid to viscous media with and without solids.

Features

Compact design with directly flanged drive. Its low investment, operating and maintenance costs really make it stand out. Four rotor/stator geometries for optimum performance with every kind of application.

NEMO® SY

with bearing housing and drive shaft



Performance

Flow rates up to 500 m³/h at pressures up to 48 bar (standard) or up to 240 bar (special applications).

Fields of application

Industrial applications in environmental technology and in the food, oil and chemical industries for fluid to viscous media with and without solids.

Features

Design with bearing housing and two-part shaft allows all types of drive to be used universally and makes servicing the rotating parts simple and fast. Four rotor/stator geometries for optimum performance with every kind of application.

NEMO® Progressing Cavity Pump in FSIP® design

FSIP.ready, FSIP.advanced and FSIP.pro

Technique

The FSIP® design is fully compatible to the existing BY and SY series. The concept consists of three stages, FSIP.ready, FSIP.advanced and FSIP. pro, which are designed to upgrade already installed pumps step by step, or which are available for new installations according to the individual needs of our customers.



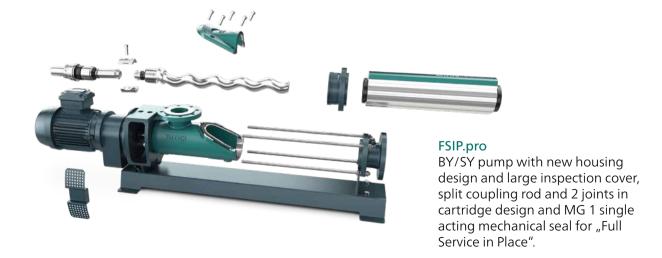
FSIP.ready

Basic BY/SY pump including revised housing design with large inspection cover, with standard drive train and various seal arrangements.



FSIP.advanced

BY/SY pump with new housing design and large inspection cover, split coupling rod and various seal arrangements. Rotor and stator can be serviced in place.



NEMO® C.Pro®

Mini dosing pump in plastic design



Performance

Flow rates from 0.5 up to 1,500 l/h at pressures up to 20 bar.

Fields of application

Industrial applications in environmental and chemical technology to convey and dose low- to moderately viscous media with and without solids.

Features

High dosing accuracy (deviation of < 1%). Compact design with directly flanged drive.

Further information

NEMO® C.Pro® Brochure NPS · 313

NEMO® Hygienic Pumps

The pumps are designed and manufactured in accordance with hygienic guidelines, are CIP/SIP-capable and comply with the US 3-A Sanitary Standards. Two rotor/stator geometries are available to ensure optimum performance*.

These pumps are suited for hygienic applications in the foodstuff, pharmaceutical, cosmetic and biotechnology industries for low and highly viscous media with and without solids.

*excluding NEMO® Mini BH

NEMO® BH

Hygienic pump



Performance

Flow rates up to 140 m³/h at pressures up to 24 bar.

Features

Compact design with directly flanged drive. Its low investment, operating and maintenance costs really make it stand out.

NEMO® BH

Hygienic Plus Pumpe with heating jacket

Performance

Flow rates up to 40 m³/h at pressures up to 12 bar.

Features

This pump is suitable for all hygienic applications in the foodstuff, pharmaceutical, cosmetic and biotechnology industries, especially for viscous media which have to be heated or cooled. The pump operates reliably and guarantees your process because the specially designed mechanical seals are arranged with no dead spaces, the housing and stator are heated, the products are conveyed smoothly and it can be cleaned to standard. It can also be taken apart easily for maintenance thanks to quick-fit connections. It is available with various rotor/stator geometries and has open hygienic pin joints, exposed housing seals, mixing elements on the coupling rod and a heating jacket over the entire length of the stator and pump housing. All surfaces that come into contact with the product are polished. This prevents medium deposits forming and facilitates cleaning.

NEMO® MINI BH

Hygienic Mini Plus Pump

Performance

Flow rates from 0.1 up to 500 l/h at pressures up to 36 bar.

Features

The flexible rod is free of dead space and is wear- and maintenance-free so that it can be used even with highly sensitive and abrasive products. High dosing accuracy (deviation of < 1%). Compact design with directly flanged drive gives you low investment, operating and maintenance costs.



NEMO® SH

Hygienic Plus Pump



Features

The flexible rod is free of dead space and is wear- and maintenance-free so that it can be used even with highly sensitive and abrasive products. The design with bearing housing and drive shaft means it can be used with all types of drives.

NFMO® SA

Aseptic pump



Flow rates up to 140 m³/h at pressures up to 24 bar.

Features

The flexible rod is free of dead space and is wear- and maintenance-free so that it can be used even with highly sensitive and abrasive products. The pump housing has a reduced diameter and a product inlet displaced towards the shaft sealing (outlet in vertical installation). The pump chamber is therefore completely free of dead space and the flow of the product through the pump is also optimised. The cleaning ports are arranged tangentially and pressure port eccentrically for residue-free self-emptying. All sealing points are designed for steam or sterile condensate and the pipe work is installed ready for use to prevent contamination from the environment. As standard, the stator is supplied with reduced elastomer wall thickness for use at varying product temperatures and with a stator protector to prevent dry running and overheating. The design with bearing housing and drive shaft means it can be used with all types of drives.

Further information

Business Field Food & Pharmaceutical Brochure NPS · 308

NEMO® Hopper Pumps

We provide you NEMO® progressing cavity pumps in diverse designs and materials, designed according to the location of use. Low viscosity and also abrasive sludge is reliably conveyed using our pumps with flanged connections.

For media with a high dry material content, such as de-watered sludge are available either for different designs of the NEMO® hopperpumps with screw conveyors or also with our aBP Module® to prevent bridging.

* Technical notes: the hopper dimensions can be adjusted to suit the specific application.

NEMO® BO/BS

in block design with directly flanged drive or as NEMO® SO/SS with bearing housing and drive shaft



Performance

Flow rates up to 200 m³/h at pressures up to 24 bar.

Fields of application

Industrial applications in environmental technology, the food industry and the chemical industry for viscous to non-free flowing media with and without solids.

Features

Housing with rectangular/quadratic feed hopper and coupling rod with conveying screw with compression chamber for improved product feeding into the conveying elements.

NEMO® B.Max®

in block design with directly flanged drive or with bearing housing and drive shaft



Performance

Flow rates up to 70 m³/h at pressures up to 48 bar.

Fields of application

Industrial applications in biogas and environmental technology for viscous to non-free flowing media with and without solids.

Features

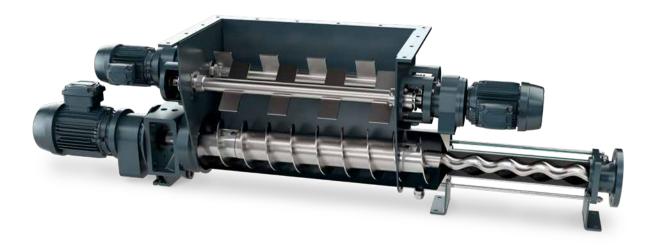
Housing with large, rectangular feed hopper, coupling rod with patented, horizontally positioned conveying screw for optimum product feeding into the conveying elements. The additional, hydrodynamically designed flushing stud installed on the hopper housing ensures the substrates are fed and mixed optimally into the biomass.

Further information

Pulp Feeding Brochure NPS · 061

NEMO® BP

in block design with directly flanged drive or NEMO® SP with bearing housing and drive shaft



Performance

Flow rates up to 200 m³/h at pressures up to 48 bar. NEMO® BP/SP available from size NM090.

Fields of application

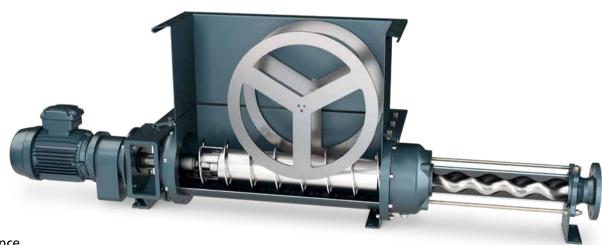
Industrial applications in environmental technology, the food industry and the chemical industry for compacted, lumpy and crumbly media that tends to bridge.

Features

Housing with integrated bridge breaker to prevent bridging and to mix in additives, enlarged rectangular feed hopper and removable, cone-shaped compression chamber, coupling rod with patented, horizontally positioned conveying screw for optimum product feeding into the conveying elements.

NEMO® BF optional with aBP-Module®

in block design with directly flanged drive or NEMO® SF with bearing housing and drive shaft



Performance

Flow rates up to 200 m³/h at pressures up to 48 bar. NEMO® BF/SF with aBP-Module® available from size NM045 to NM090.

Fields of application

Industrial applications in environmental technology, the food industry and the chemical industry for highly viscous, compacted and crumbly media. For media that tend to bridge, the pump is fitted with the optional aBP-Module®.

Features

Housing with enlarged, rectangular feed hopper and with removable, cone-shaped compression chamber, coupling rod with patented, horizontally positioned conveying screw for optimum product feeding into the conveying elements.

Further information

aBP-Module® Brochure NPS · 070

NEMO® Immersible Pumps

NEMO® Immersible Pumps are used to empty barrels, containers, tanks, sedimentation tanks, pits etc. and where space is restricted, there is a risk of cavitation or there is very low NPSH. The pumps are also used to empty containers holding materials that are hazardous to water or the environment for which standard emptying via a flange on the bottom of the container is not permitted.

NEMO® Immersible Pump BT

with suspension bracket

This pump is used to empty open barrels and containers. It is fitted with a clamp to be suspended from a crane. Immersion depth up to 3 m.

Performance

Flow rates up to 140 m³/h at pressures up to 24 bar. Depending on the specific application, various models/immersion variants are available. The immersion depth is adapted specifically to the application.

Features

Compact design with directly flanged drive. Four rotor/stator geometries for optimum performance with every kind of application. Immersion depths up to 10m. The immersion tube length can be modified by extending the pump housing, adding a suction pipe or by a combination of the two.



NEMO® Immersible Pump BT

with integral mounting plate

Depending on pump size, speed and immersion depth up to 10 m, an additional support guide is available to secure the pump to the bottom or to the wall near the bottom. Removal of the pump from a full tank is possible because the guide units are self-centering and secure the pump suction without fixings. In the variant with discharge connection below the mounting position the discharge connection of the pump is below the tank lid. The product is either piped to the outside vertically through the lid via a 90 $^{\circ}$ elbow or horizontally through the tank wall. This minimises the dead space in the pump housing thus reducing the overall height of the pump above the tank lid.

Performance

Flow rates up to 140 m³/h at pressures up to 24 bar. Depending on the specific application, various models/immersion variants are available. The immersion depth is adapted specifically to the application.

Features

Compact design with directly flanged drive. Four rotor/stator geometries for optimum performance with every kind of application. Immersion depths up to 10m. The immersion tube length can be modified by extending the pump housing, adding a suction pipe or by a combination of the two.



Operating method and conveying principle in NEMO PUMPS® with different rotor/stator geometries

Modular system

NEMO® Pumps belong to the group of rotary positive displacement pumps. The two conveying elements are the rotor and the fixed stator, in which the rotor eccentrically turns.

As all four pump geometries have the same outer dimensions. We have a modular design where – apart from rotor and stator – all other components are identical. When a change in flow rate or pressure is required, installed NEMO® Pumps can be adapted to the new operating conditions by simply changing rotor and stator.



S Geometry

- Very smooth pumping
- Compact dimensions despite large
- number of stages
- Large rotor inlet cross-sections
- Low flow velocity/NPSH
- Pumps compacted products
- Pumps large solid particles



- 1/2 lobe
- Double stage
- Flow rate: 100%
- Differential pressure: 12 bar

L Geometry

- Good volumetric efficiency/long service life thanks to long seal line between rotor and stator
- Compact dimensions with high flow rates





- 1/2 lobe
- Single stage
- Flow rate: 200%
- Differential pressure: 6 bar

D Geometry

- Very compact dimensions despite high pressures and flow rates
- Almost pulsation-free pumping
- High dosing accuracy



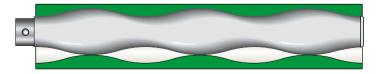


- 2/3 lobe
- Double stage
- Flow rate: 150%
- Differential pressure: 12 bar

P Geometry

- Compact dimensions in conjunction with very high flow rates
- Almost pulsation-free pumping
- High dosing accuracy
- Good volumetric efficiency/long service life thanks to long seal line between rotor and stator





- 2/3 lobe
- Single stage
- Flow rate: 300%
- Differential pressure: 6 bar



Testing properties and quality

NEMOLAST®

elastomer quality developed, continuously tested and optimised at NETZSCH



Developing new blends



Manufacturing blends

Development

Elastomer research & development is in-house at NETZSCH. At its in-house laboratory and in close collaboration with selected materials suppliers established over many years, NETZSCH develops and tests elastomer blends and optimises them for the specific requirements of customers.

We therefore offer each customer the optimum quality of elastomer for the media to be conveyed in terms of abrasion resistance, temperature range, dynamic load and chemical resistance – something other suppliers cannot offer. Only using original NETZSCH spare parts guarantees our pumps remain reliable.

Production

60 years of experience in a wide range of industries and processes and 40 years of experience developing and manufacturing elastomers for NEMO® pumps led up to the development of complex bonded parts made of glass fibre, metal and elastomer for the casing liners of our new generation of TORNADO® T2 rotary lobe pumps.

To meet the constantly growing demand for our pumps and the associated demand for spare parts, NETZSCH invested in a new 4000 m² production hall in Waldkraiburg to produce elastomer parts using the latest production methods and the latest product standards. Alongside five extruder sets to manufacture conventional tube stators, injection moulding machines and presses were also acquired to manufacture iFD-stators®, lobes and casing liners for rotary lobe pumps.

Specific requirements in oil production and transfer

This applies in particular to the difficult operating conditions in oil production. NETZSCH stators stand out with their long service life, leading to a significant reduction in operating costs.

Both for elastomer development as well as for optimal material selection the specific bore hole and fluid conditions have to be considered. NETZSCH pumps are used as multiphase pumps, which means that gas-oil-water mixtures and various solids are conveyed simultaneously or alternately.

Therefore, we have developed special elastomer mixtures, for conveying these phases in changing and variable concentrations. Additional challenges to the material are the fluctuating and sometimes very high temperatures and the high differential pressure up to 300 bar between the suction and pressure side. Very aggressive gases (such as H₂S and CO₂) or oils (with high aromatic content) can also be present.



Extruder with stator for oil production



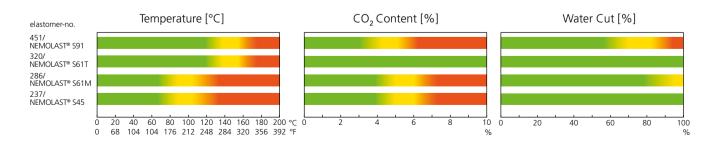
Press with casing liners for TORNADO® T2



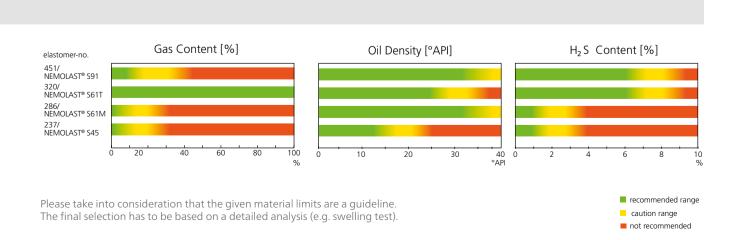
Injection moulding machine for iFD-stators®

	NEMOLAST®	– stator qualit	ies for industria	al applications	
Material description/ NEMOLAST® Code	11	31	43	46*2)	61T
Colour	black	black	white	black	black
Base polymer	Natural rubber/ butadiene rubber (NR/BR)	Chlorinated polyethylene (CM)	Ethylene propylene diene rubber (EPDM)	Ethylene propylene diene rubber (EPDM)	Hydrogenated acrylonitrile butadiene rubber (HNBR)
Ageing resistance	0	++	+	+	++
Ozone resistance	-	++	+	++	++
Petrol resistance					0
Oil and fat resistance		-			++
Acid resistance	0	++	0	+	0
Alkali resistance	0	++	0	+	0
Hot water	0	+	+	+	0
Min. operating temperature	-20	-10	-20	-25	-5
Max. operating temperature	+90	+110	+100	+130	+140
Abrasion resistance mm ³	<40	<90	<320	<130	<40
Abrasion resistance	++	++	0	+	++
Hardness range (shore)	64 ± 5	73 ± 5	70 ± 5	70 ± 5	73 ± 5
FDA	no	no	no	yes	no
Nitrosamine-free	no	no	no	yes	no

NEMOLAST® stator qualities for oil production and transfer



					Solid S	Stators
62L* ²⁾	65L*1)	66L	85	91*2)	teflon	cast iron**3)
black	black	black	opaque	black	white	grey
Acrylonitrile butadiene rubber (NBR)	Acrylonitrile butadiene rubber (NBR)	Acrylonitrile butadiene rubber (NBR)	Silicone rubber (SI)	Fluororubber (FKM FPM)	Polytetrafluo- roethylene	Grey cast iron
0	0	0	+	++	++	
-	-	-	+	++	++	For
0	0	0		++	++	
+	+	+	+	++	++	neutral
0	0	0		++	++	media
0	0	0	+	++	++	
0	0	0	+	++	++	
-5	-5	-5	-40	-5	-20	-20
+100	+100	+100	+150	+160*2)/+200	+160	+200
<60	<70	<130	<60	<90	-	-
++	++	+	++	+	-	-
73 ± 5	70 ± 5	68 ± 5	65 ± 5	73 ± 5	-	-
no	yes	yes	yes	no	yes	-
yes	yes	yes	yes	yes	-	-



^{*1)} only for TORNADO® T2 rotary lobe pumps *2) also for TORNADO® T2 rotary lobe pumps *3) different solid stator materials on request

Having the right joint in your NEMO® pump has a decisive impact on operational reliability and life-cycle costs. The optimum joint is selected on the basis of the application, the operating conditions and the conveyed media. To achieve the optimum performance of a NEMO® pump, joints at NETZSCH also be further developed and adapted to the individual conditions.

The right NEMO® joint FOR EVERY APPLICATION

B Universal Pin Joint

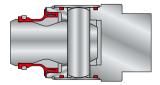
The NEMO® universal pin joint is the standard joint for NEMO® industrial pumps thanks to its simple design and outstanding degree of reliability. The joint has a very long service life, as it is oil-filled and sealed using a NEMO® SM® seal. The joint can also be used without a seal at extremely high temperatures and flow rates where elastomers are not suitable. The joint, has just a small number of components and can therefore be easily dismantled for maintenance.

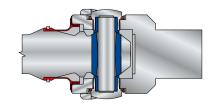
V Pin Joint

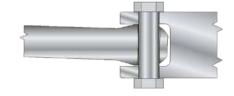
The NEMO® V pin joint functions in the same way as the B pin joint, but has a longer service life under tough operating conditions thanks to hardened bushings, which are fitted into boreholes in the coupling rod and the rotor/drive shaft head and can be replaced easily during maintenance.

H Hygienic Pin Joint

This open, patented pin joint has been developed specifically for use in NEMO® hygienic pumps. The joint has no crevices or dead space and is polished, so is easy to clean. The hygienic pin joint meets the requirements of the US 3-A Sanitary Standards.









Flextec Flexible Rod

This flexible rod is wear- and maintenance-free, because no parts move against each other as in other joint types. It also does not require lubricants or seals, so that it can be used at the extremely high ambient pressures and temperatures. As it is free of crevices and dead space, the flexible rod is also used to convey highly sensitive products in aseptic conditions. The flexible rod meets the requirements of the US 3-A Sanitary Standards.

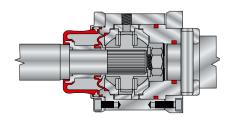
K Joint

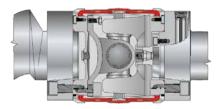
The patented K joint was designed for highly demanding industrial applications. It is kinematically designed so that the torque and axial loads are shared by separate elements within the joint. The joint is oil lubricated and sealed hermetically by two joint seals that are resistant to/compatible with the lubricant and the pumped product. Filling the space between the two joint seals additionally with oil means that the joint can be used at ambient pressures of up to 12 bar.

Z Double Seal Pivot Joint

For large flows and/or pressures (from bearing block size NM125SY upward), NEMO® industrial pumps are equipped with kinematic precision cartridgetype double seal pivot joints, which have been designed with extremely high permanent loads, torques and axial forces in mind. The joint is oil lubricated and sealed hermetically by two joint seals that are resistant to/compatible with the lubricant and the pumped product.







FROM A TO Z

Accessories & Service

Accessories to increase the operational safety of both pump and plant to prevent downtimes

Process monitoring

Dry running protectors safeguard elastomer parts of the pump against thermal damage and protect the pump.

- Dry running protection (STPA2A, STP2D)
- Flow sensors for solid stators
- Speed monitoring device

Overpressure and underpressure protectors safeguard the pump and protect downstream aggregates and valves against overpressure and underpressure.

- Diaphragm Pressure Gauge
- Pressure control device DTSL 3
- Multi-function pressure instrument
- By-pass line

Seal Support Systems

Additional flushing, quench or pressurised flushing systems that flush or close the seals with clean conveyed medium are often required to ensure shaft seals function correctly and reliably.

- Quench pot
- Permanent lubricator
- Pressurised flush for double mechanical seals

Tools and additional equipment

A large number of useful equipment is available to correctly maintain and smoothly operate your pumps.

- Gear joint filling unit
- Ring dosing nozzle
- Chemical anchor
- Stator removal tool

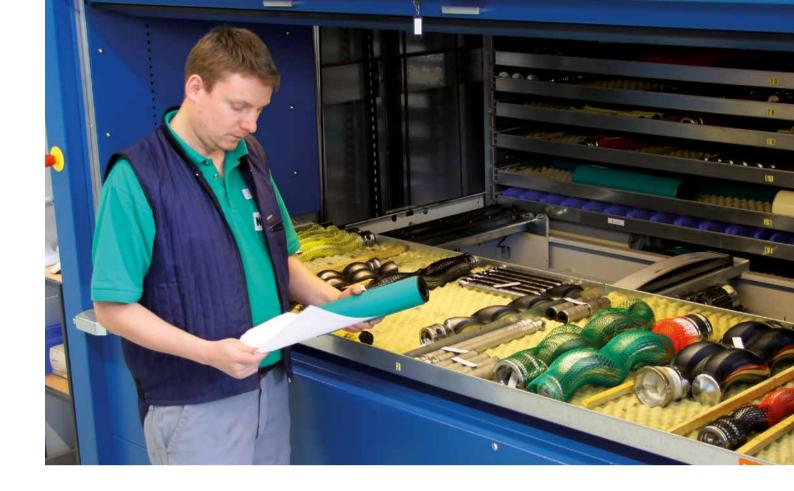
Protection Units and Trolleys

In all areas of production within the food, pharmaceutical and cosmetic industries, a range of optional parts are available to ensure uncompromising hygiene and to enable mobile use.

- Covers for drives
- Transport devices
- Machine feet flexible, rigid

Further information

NETZSCH Customer Service Brochure NPS · 400



NETZSCH Service

The benefit to you

Advice, service and quality are our strengths. Strict quality standards, test procedures and certification in accordance with DIN EN ISO 9001 guarantee that you receive the very highest quality without exception. To maintain the performance and quality of your pump, we continue to provide support after delivery in all aspects of your pump to ensure it operates reliably in your system. We have experience over 60 years with more than 500,000 installed pumps behind us.

Spare Parts and Service

In your area welltrained service partners are available for quick and economic service of the pumps at your premises. You will find your personal service partner in our homepage at www.pumps. netzsch.com | Consultation/Service.

The NETZSCH Group is an owner-managed, international technology company with headquarters in Germany. The Business Units Analyzing & Testing, Grinding & Dispersing and Pumps & Systems represent customized solutions at the highest level. More than 3,700 employees in 36 countries and a worldwide sales and service network ensure customer proximity and competent service.

Our performance standards are high. We promise our customers Proven Excellence – exceptional performance in everything we do, proven time and again since 1873.

The NETZSCH Business Unit Pumps & Systems offers with NEMO® progressing cavity pumps, TORNADO® rotary lobe pumps, NOTOS® multi screw pumps, macerators/grinders, dosing technology and equipment custom built and challenging solutions for different applications on a global basis.

Proven Excellence.



NETZSCH Pumpen & Systeme GmbH Geretsrieder Straße 1 84478 Waldkraiburg Germany Tel.: +49 8638 63-0

Tel.: +49 8638 63-0 info.nps@netzsch.com



08/03/2022 10:43 AM User: LISA DB: City Of Evart

CHECK DISBURSEMENT REPORT FOR CITY OF EVART CHECK DATE FROM 07/27/2022 - 08/09/2022

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	-
Ranks.	751

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GE	NERAL I	FUND					
08/09/2022	751	39227	AIRPORT LIGHTING COMPANY	OPERATING SUPPLIES	740.000	442	168.91
08/09/2022	751	39228	AXON ENTERPRISE, INC	FIREARMS	745.000	301	95.25
08/09/2022	751	39231*#	CITY OF EVART	UTILITIES	921.000	265	258.36
				UTILITIES	921.000	301	47.89
				UTILITIES	921.000	442	61.92
				CHECK 751 39231 TOTAL FOR FUND 101:			368.17
08/09/2022	751	39232	DICKINSON WRIGHT PLLC	PROFESSIONAL SERVICES	801.000	210	560.00
08/09/2022	751	39233*#	FILE SAFE, INC	PROFESSIONAL SERVICES	801.000	265	22.58
08/09/2022	751	39236	LIGHTHOUSE INSURANCE GROUP INC	LIABILITY INSURANCE	912.000	442	3,206.97
08/09/2022	751	39237	MORGAN COMPOSTING, INC.	OPERATING SUPPLIES	740.000	444	120.00
08/09/2022	751	39238	NYE UNIFORM COMPANY	UNIFORMS	758.006	301	310.50
08/09/2022	751	39239*#	POINT BROADBAND	COMMUNICATIONS	850.000	301	196.35
				COMMUNICATIONS	850.000	442	30.00
				CHECK 751 39239 TOTAL FOR FUND 101:		_	226.35
08/09/2022	751	39242*#	SINGLESOURCE	OPERATING SUPPLIES	740.000	265	71.01
				OPERATING SUPPLIES	740.000	441	71.01
				CHECK 751 39242 TOTAL FOR FUND 101:		_	142.02
08/09/2022	751	39244#	STAPLES CREDIT PLAN	OPERATING SUPPLIES	740.000	191	41.98
				OFFICE SUPPLIES	727.000	301	52.89
				OPERATING SUPPLIES	740.000	301	35.45
				CHECK 751 39244 TOTAL FOR FUND 101:		_	130.32
08/09/2022	751	39245*#	TELNET WORLDWIDE	COMMUNICATIONS	850.000	265	47.63
08/09/2022	751	953(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	265	425.90
				UTILITIES	921.000	301	259.44
				UTILITIES	921.000	441	325.32
				UTILITIES	921.000	442	297.66
				UTILITIES	921.000	448	327.59
				CHECK 751 953(E) TOTAL FOR FUND 101:			1,635.91

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CHECK DISBURSEMENT REPORT FOR CITY OF EVART CHECK DATE FROM 07/27/2022 - 08/09/2022

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2				DallKS: /JI			
Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
und: 101 GE	NERAL I	FUND					
8/09/2022	751	955(A)*#	CHARTER/SPECTRUM	COMMUNICATIONS COMMUNICATIONS	850.000 850.000	301 442	129.98 16.67
				CHECK 751 955(A) TOTAL FOR FUND 101:		_	146.65
8/09/2022	751	956 (A)	JARRETT, EDWARD	REIMBURSEMENT EXPENSE	768.000	441	116.59
8/09/2022	751	957 (A)	SHADES OF GREEN LANDSCAPING	PROFESSIONAL SERVICES	801.000	440	4,934.00
3/09/2022	751	958(A)*#	TUPPER, VICTORIA	TRAVEL EXPENSES	860.000	441	3.42
3/09/2022	751	959(A)*#	USA BLUE BOOK	OPERATING SUPPLIES	740.000	441	53.92
3/09/2022	751	960 (A) *#	WHITE LAW OFFICE	PROFESSIONAL SERVICES Attorney Fees - Police	801.000 801.301	210 301	729.17 729.16
				CHECK 751 960(A) TOTAL FOR FUND 101:		_	1,458.33
und: 202 MA	JOR STI	REET		Total for fund 101 GENERAL FUND			13,747.52
8/09/2022	751	953(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	460	79.84
und: 207 OT	HER PAI	RKS/RECREA	TION FUND	Total for fund 202 MAJOR STREET			79.84
8/09/2022	751	39231*#	CITY OF EVART	UTILITIES	921.000	751	6.73
3/03/2022	731	39231 π	CITI OF EVANI	WATER USAGE FOR SPLASH PAD	921.100	751	8,081.75
				CHECK 751 39231 TOTAL FOR FUND 207:			8,088.48
3/09/2022	751	39235	LAKESIDE SERVICES	REPAIRS AND MAINTENANCE	930.000	751	134.07
8/09/2022	751	39242*#	SINGLESOURCE	OPERATING SUPPLIES	740.000	751	71.01
3/09/2022	751	953(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	751	233.72
d. 200 DT	VED C T D	E CAMPODOII	ND FUND	Total for fund 207 OTHER PARKS/RECREA	TION FUND		8,527.28
und: 208 RI	VERSIDI	E CAMPGROU.	ND FUND				
8/09/2022	751	39231*#	CITY OF EVART	UTILITIES	921.000	757	88.79
8/09/2022	751	953(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	757	147.35
				Total for fund 208 RIVERSIDE CAMPGROUN	ND FUND		236.14

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CHECK DISBURSEMENT REPORT FOR CITY OF EVART CHECK DATE FROM 07/27/2022 - 08/09/2022

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DB: City Of	Evart		CHECK DATE FR	OM 07/27/2022 - 08/09/2022 Banks: 751			
Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 209 CE							
08/09/2022	751	39234	KIENITZ-NIX MEMORIALS, INC	FOUNDATION INSTALLATION	636.000	000	57.20
08/09/2022	751	39240	RCB CONTRACTING	PROFESSIONAL SERVICES	801.000	276	7,916.67
Fund: 590 SE	WER FU	ND		Total for fund 209 CEMETERY FUND			7,973.87
08/09/2022	751	39233*#	FILE SAFE, INC	PROFESSIONAL SERVICES	801.000	537	22.58
08/09/2022	751	39239*#	POINT BROADBAND	COMMUNICATIONS	850.000	537	105.00
08/09/2022	751	39242*#	SINGLESOURCE	OPERATING SUPPLIES	740.000	539	71.01
08/09/2022	751	39243*#	SPECTRUM HEALTH OCCUPATIONAL	PHYSICALS/DRUG TESTING	840.000	537	84.00
08/09/2022	751	39245*#	TELNET WORLDWIDE	COMMUNICATIONS	850.000	538	47.62
08/09/2022	751	953(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	538	713.17
08/09/2022	751	954(E)*#	LINGO	COMMUNICATIONS	850.000	538	124.22
08/09/2022	751	955(A)*#	CHARTER/SPECTRUM	COMMUNICATIONS	850.000	537	16.66
08/09/2022	751	958(A)*#	TUPPER, VICTORIA	TRAVEL EXPENSES	860.000	537	3.42
08/09/2022	751	959(A)*#	USA BLUE BOOK	OPERATING SUPPLIES	740.000	538	53.92
08/09/2022	751	960(A)*#	WHITE LAW OFFICE	PROFESSIONAL SERVICES	801.000	538	729.17
Fund: 591 WA	TER FU	ND		Total for fund 590 SEWER FUND			1,970.77
08/09/2022	751	39233*#	FILE SAFE, INC	PROFESSIONAL SERVICES	801.000	545	22.59
08/09/2022	751	39239*#	POINT BROADBAND	COMMUNICATIONS	850.000	545	105.00
08/09/2022	751	39242*#	SINGLESOURCE	OPERATING SUPPLIES	740.000	546	71.01
08/09/2022	751	39243*#	SPECTRUM HEALTH OCCUPATIONAL	PHYSICALS/DRUG TESTING	840.000	545	84.00

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CHECK DISBURSEMENT REPORT FOR CITY OF EVART CHECK DATE FROM 07/27/2022 - 08/09/2022

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DD. CITY OF	Evalt			Banks: 751			
Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 591 WA	TER FU	ND					
08/09/2022	751	39245*#	TELNET WORLDWIDE	COMMUNICATIONS	850.000	546	47.62
08/09/2022	751	953(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	546	828.81
08/09/2022	751	954(E)*#	LINGO	COMMUNICATIONS	850.000	546	124.23
08/09/2022	751	955 (A) *#	CHARTER/SPECTRUM	COMMUNICATIONS	850.000	545	16.66
08/09/2022	751	958 (A) *#	TUPPER, VICTORIA	TRAVEL EXPENSES	860.000	545	3.43
08/09/2022	751	959(A)*#	USA BLUE BOOK	OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES REPAIRS AND MAINTENANCE CHECK 751 959(A) TOTAL FOR FUND 591:	740.000 740.000 740.000 740.000 930.000	546 546 547 547 547	53.92 561.79 365.56 561.79 365.57
08/09/2022	751	960 (A) *#	WHITE LAW OFFICE	PROFESSIONAL SERVICES	801.000	546	729.17
Fund: 661 EQ	UIPMEN	T POOL FUN	D	Total for fund 591 WATER FUND			3,941.15
08/09/2022	751	39229	BARNETT'S AUTO REPAIR	PROFESSIONAL SERVICES PROFESSIONAL SERVICES REPAIRS AND MAINTENANCE REPAIRS AND MAINTENANCE	801.000 801.000 930.000 930.000	599 599 599 599	262.50 42.00 63.14 46.95
00/00/0000	7.5.1	20220	CAMEDDIALAD STANAVOTAL ORDATORO	CHECK 751 39229 TOTAL FOR FUND 661:	050 001	007	414.59
08/09/2022	751	39230	CATERPILLAR FINANCIAL SERVICES	PRINCIPAL	950.991	907	22,040.29
08/09/2022	751	39241	RUSSELL'S BODY SHOP, LLC.	PROFESSIONAL SERVICES REPAIRS AND MAINTENANCE	801.000 930.000	599 599 —	2,592.00 1,725.00
				CHECK 751 39241 TOTAL FOR FUND 661:			4,317.00
Fund: 703 SU	MMER T	AX		Total for fund 661 EQUIPMENT POOL FUND			26,771.88
08/01/2022	751	39224	CITY OF EVART	DUE TO GENL - PROPERTY TAX DUE TO GENL-ADMIN FEE	214.102 214.104	000	26,729.44 235.36

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CHECK DISBURSEMENT REPORT FOR CITY OF EVART CHECK DATE FROM 07/27/2022 - 08/09/2022

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Banks: 751

Check Date Bank Check # Payee Description Account Dept Amount Fund: 703 SUMMER TAX DUE TO SPECIAL S OAK WATER AND SEWER 214.205 000 353.84 DUE TO SPECIAL S OAK WATER AND SEWER 214.205 000 353.83 RUBBISH PENALTY 214.210 000 469.74 DUE TO S. HEMLOCK ASSESSMENT 214.325 000 454.88 DUE TO S. HEMLOCK ASSESSMENT 214.325 000 316.10 DUE TO SEWER FUND 214.590 000 1,563.28 DUE TO WATER FUND 214.591 000 821.18 CHECK 751 39224 TOTAL FOR FUND 703: 31,297.65 08/01/2022 39225 EVART PUBLIC LIBRARY DUE TO LIBRARY 214.223 000 1,781.40 08/01/2022 751 39226 OSCEOLA COUNTY TREASURER DUE TO STATE EDUCATION TAX 214.221 000 11,474.96 DUE TO COUNTY 214.222 000 12,090.17 CHECK 751 39226 TOTAL FOR FUND 703: 23,565.13 Total for fund 703 SUMMER TAX 56,644.18 TOTAL - ALL FUNDS 119,892.63

^{&#}x27;*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

^{&#}x27;#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/04/2022	535	DD6943	ABBOTT, LUCAS A	1,018.88	0.00	800.27	Cleared
08/04/2022	535	DD6944	KOZITZKI, SCOTT W	1,034.81	0.00	729.60	Cleared
08/04/2022	535	DD6945	KOZITZKI, SHANNON M	278.20	0.00	237.09	Cleared
08/04/2022	535	DD6946	STURDAVANT, NATASHA L	442.68	0.00	398.18	Cleared
08/04/2022	535	DD6947	WALTERS, ANNETTE J	1,109.00	0.00	821.17	Cleared
08/04/2022	535	EFT840	FEDERAL 941	785.74	785.74	0.00	Open
08/03/2022	248	DD6920	BRUGGEMA, TODD J	2,000.00	0.00	1,589.67	Cleared
08/03/2022	750	DD6921	BEAM, JOHN	1,250.00	0.00	826.78	Cleared
08/03/2022	750	DD6922	BRUGGEMA, TODD J	416.67	0.00	367.09	Cleared
08/03/2022	750	DD6923	CLARK, RILEE N	462.00	0.00	385.41	Cleared
08/03/2022	750	DD6924	DUNCAN, JENNIFER	932.69	0.00	698.44	Cleared
08/03/2022	750	DD6925	FIEBIG, KATHY	192.31	0.00	169.43	Cleared
08/03/2022	750	DD6926	HIGGINS, JERALD J	546.00	0.00	451.43	Cleared
08/03/2022	750	DD6927	HYDEN, JESSE	840.00	0.00	620.49	Cleared
08/03/2022	750	DD6928	JARRETT, EDWARD C	680.00	0.00	509.70	Cleared
08/03/2022	750	DD6929	KIRWIN, DAVID	1,253.75	0.00	1,087.52	Cleared
08/03/2022	750	DD6930	LOCKHART, PEPPER L	1,756.59	0.00	1,271.79	Cleared
08/03/2022	750	DD6931	MARTIN, DALE	965.20	0.00	625.48	Cleared
08/03/2022	750	DD6932	MCLACHLAN-WOOSLEY, ROSEMARY M	67.50	0.00	59.47	Cleared
08/03/2022	750	DD6933	MILLER, JEFFERY A	782.00	0.00	542.69	Cleared
08/03/2022	750	DD6934	MOMA, DUSTIN L	4,514.61	0.00	3,237.78	Cleared
08/03/2022	750	DD6935	MUCZYNSKI, PATRICK	1,135.20	0.00	710.58	Cleared
08/03/2022	750	DD6936	MULKERNS, CHRISTINE L	920.00	0.00	712.68	Cleared
08/03/2022	750	DD6937	NEWSOME, LISA R	744.28	0.00	625.26	Cleared
08/03/2022	750	DD6938	PARISH JR., WILLIAM E	272.00	0.00	237.44	Cleared
08/03/2022	750	DD6939	SHERMAN, GREGG A	360.00	0.00	306.16	Cleared
08/03/2022	750	DD6940	SWIFT-ECKERT, TERESA M	245.81	0.00	227.01	Cleared
08/03/2022	750	DD6941	WILSON, CHAD W	904.28	0.00	698.54	Cleared
08/03/2022	750	DD6942	ZINGER, ADAM	814.85	0.00	547.91	Cleared
08/03/2022	248	EFT836	FEDERAL 941	478.33	478.33	0.00	Open

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/03/2022	750	EFT838	FEDERAL 941	4,620.88	4,620.88	0.00	Open
07/31/2022	750	23339	TEAMSTERS LOCAL 214	204.75	204.75	0.00	Open
07/31/2022	750	23340	ICMA RC-HEADQUARTERS	97.60	97.60	0.00	Open
07/31/2022	750	23341	P.O.L.C.	100.52	100.52	0.00	Open
07/31/2022	750	23342	MAURERS	45.00	45.00	0.00	Open
07/31/2022	750	EFT831	BLUE CROSS BLUE SHIELD	9,991.56	9,991.56	0.00	Open
07/31/2022	750	EFT832	MICHIGAN CONF OF TEAMSTERS	7,269.00	7,269.00	0.00	Open
07/31/2022	750	EFT833	STATE OF MICHIGAN	2,511.85	2,511.85	0.00	Open
07/31/2022	750	EFT834	ALERUS FINANCIAL	778.35	778.35	0.00	Open
07/31/2022	750	EFT835	MERS OF MICHIGAN	10,388.70	10,388.70	0.00	Open
07/31/2022	750	EFT837	ALERUS FINANCIAL	37.70	37.70	0.00	Open
07/31/2022	750	EFT839	MICHIGAN CONF OF TEAMSTERS	1,982.40	1,982.40	0.00	Open
07/28/2022	535	DD6895	ABBOTT, LUCAS A	618.00	0.00	509.74	Cleared
07/28/2022	535	DD6896	KOZITZKI, SCOTT W	1,151.22	0.00	812.36	Cleared
07/28/2022	535	DD6897	KOZITZKI, SHANNON M	278.20	0.00	237.10	Cleared
07/28/2022	535	DD6898	STURDAVANT, NATASHA L	450.59	0.00	405.14	Cleared
07/28/2022	535	DD6899	WALTERS, ANNETTE J	824.00	0.00	617.16	Cleared
07/28/2022	535	EFT829	FEDERAL 941	638.37	638.37	0.00	Open
07/27/2022	750	DD6900	BEAM, JOHN	1,250.00	0.00	826.78	Cleared
07/27/2022	750	DD6901	CLARK, RILEE N	480.00	0.00	399.12	Cleared
07/27/2022	750	DD6902	DUNCAN, JENNIFER	932.69	0.00	698.45	Cleared
07/27/2022	750	DD6903	FIEBIG, KATHY	192.31	0.00	169.42	Cleared
07/27/2022	750	DD6904	HIGGINS, JERALD J	504.00	0.00	418.62	Cleared
07/27/2022	750	DD6905	HYDEN, JESSE	840.00	0.00	670.76	Cleared
07/27/2022	750	DD6906	JARRETT, EDWARD C	680.00	0.00	509.70	Cleared
07/27/2022	750	DD6907	LOCKHART, PEPPER L	1,756.59	0.00	1,271.79	Cleared
07/27/2022	750	DD6908	MARTIN, DALE	965.21	0.00	626.23	Cleared
07/27/2022	750	DD6909	MCLACHLAN-WOOSLEY, ROSEMARY M	82.50	0.00	72.67	Cleared
07/27/2022	750	DD6910	MILLER, JEFFERY A	782.00	0.00	555.44	Cleared
07/27/2022	750	DD6911	MOMA, DUSTIN L	1,436.06	0.00	1,065.73	Cleared

For Check Dates 07/27/2022 to 08/09/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
07/27/2022	750	DD6912	MUCZYNSKI, PATRICK	1,135.20	0.00	773.58	Cleared
07/27/2022	750	DD6913	MULKERNS, CHRISTINE L	760.00	0.00	589.09	Cleared
07/27/2022	750	DD6914	NEWSOME, LISA R	744.28	0.00	625.27	Cleared
07/27/2022	750	DD6915	SHERMAN, GREGG A	495.00	0.00	411.60	Cleared
07/27/2022	750	DD6916	SWIFT-ECKERT, TERESA M	306.19	0.00	282.01	Cleared
07/27/2022	750	DD6917	TUPPER, VICTORIA	120.00	0.00	105.72	Cleared
07/27/2022	750	DD6918	WILSON, CHAD W	904.28	0.00	748.80	Cleared
07/27/2022	750	DD6919	ZINGER, ADAM	758.00	0.00	505.13	Cleared
07/27/2022	750	EFT830	FEDERAL 941	3,191.18	3,191.18	0.00	Open
Totals:			Number of Checks: 069	87,507.56	43,121.93	33,402.47	

Total Physical Checks: Total Check Stubs: 4 65

ubs:

CITY OF EVART July 19, 2022, JULY BOARD OF REVIEW MEETING 12:00 pm @ City Hall 5814 100th Ave, Evart MI 49631

The JBOR meeting was called to order at 12:00 pm by Don.

Present: Board –Don Madden (Chair), Ralph Carlson (Regular Member), Kathy Madden (Regular Member),

Absent- None

Assessor/ Secretary of Board - David Kirwin

Guests: None

Brief Public Comment: n/a

Approval of the MBOR22 minutes:

Board of Review March 14, 2022

Moved by Carlson . Passed unanimously.

Petition J2022-01: RASIZZI DANNEY F & MARSHA A - Parcel 51-100-007-00 - Vet Exemption

<u>Petition J2022-02</u>: Ventra Evart LLC – Parcel 51-100-001-01 Clerical Error millages need be to half rate.

<u>Petition J2022-03</u>: MOORE DAVID— Parcel 51-361-015-00 Clerical Error Parcel should have uncapped in 2021 change taxable value to 19,700

<u>Petition J2022-04</u>: : MOORE DAVID— Parcel 51-361-015-00 Clerical Error Parcel should have uncapped in 2021 change taxable value to 21,715

<u>Petition J2022-05</u>: :Katopol Michael – Parcel 51-100-065-00 Clerical Error Parcel should have uncapped in 2022 change taxable value to 35,000

Brief Public Comment: None

Moved by Carlson, to adjourn at 12:20 pm. Passed unanimously.

Respectfully submitted by David Kirwin Assessor

Respection	ly submitted by b	avia Kii Will, A3363301		
nul	100	Signature	7-19-22	Date

Michigan State Tax Commission

Audit of Minimum Assessing Requirements

Corrective Action Plan

The State Tax Commission, per MCL 211.10f, has jurisdiction to determine substantial compliance with the requirements of the General Property Tax Act. The AMAR review reflects the minimum assessing requirements of a local unit of government based on statute and STC Rules, Policy, Bulletins and Publications. Local units of government that do not meet one or more of the minimum requirements

must submit a corrective action plan detailing how and when the deficiencies will be resolved.

Failure to submit an acceptable corrective action plan, or failure to resolve the deficiencies as outlined within the corrective action plan that is approved by the State Tax Commission, will result in a determination of substantial non-compliance and may result in the State Tax Commission <u>assuming jurisdiction of the assessment roll</u> of the local unit of government. Failure to meet one or more of the minimum AMAR requirements does not automatically result in State Tax Commission <u>assumption of jurisdiction of the assessment roll</u>.

Local Unit Background Information:

Year of Audit: 2022

Name of Local Unit: Evart City

Name of County: Osceola County
Name of Assessor: David Kirwin

Assessor Certification Level: MCAO

Name of Supervisor, City Manager or Mayor: Pepper Lockhart

Title: Manager

Mailing Address for Supervisor, City Manager, or Mayor:

200 South Main Street Evart, MI 49631

Assessment Roll Analysis:

1. Does the local unit have properly calculated and appropriately documented
Economic Condition Factors that meet State Tax Commission requirements per MCL
211.10e and STC ECF Publications?
YES: NO:
Resolution Date:
Resolution:
Resolution Comments:
2. Does the local unit have Land Value Determinations that are appropriately documented, properly calculated and meet State Tax Commission requirements per MCL
211.10e and State Tax Commission Land Value Determination Publications and less than
1% land adjustments without reason?
YES: NO:
Resolution Date:
Resolution:
Resolution Comments:

value indicat	e true cash value on the local unit record cards agree with the true cash ed on the assessment roll with less than 1% overrides and less than 1% flat excluding DNR PILT Property (STC Policy)?
Resolution Da Resolution:	te:
Resolution Co	omments:
4. Personal I	Property Review: Does the local unit conduct an annual personal property canvass?
a)	YES: NO: Resolution Date: Resolution Comments:
b)	Did the local unit grant any exemptions under MCL 211.90 (Small Business Taxpayer Exemption)? YES: NO:
c)	If the answer to item 4b is yes, does a sampling indicate the local unit properly processed the exemptions received? This includes: Form 5076 filled out completely, timely received and received annually. If Form 5076 is not received the exemption is removed, parcel number created for any business that was granted an exemption, ensuring that a parcel with the exemption is not retired, all locations within the local unit are considered when granting the exemption. YES: NO: Resolution Date: Resolution Comments:

5. Review of Exemptions Granted under MCL 211.7u (poverty exemptions)
a) Did the local unit grant any exemptions under MCL 211.7u (Poverty Exemption)? YES: V NO:
b) Does the local unit have poverty exemption guidelines?
YES: NO: V
Resolution Date:
Resolution Comments:
c) Does the local unit poverty exemption guidelines include an asset
level test? YES: ✓ NO:
Resolution Date:
Resolution Comments:
d) Does a sampling of the exemptions granted under MCL 211.7u
indicate that the statutory requirements were met and that the local
unit policy was followed? YES: NO:
Resolution Date:
Resolution Comments:
6. Does a sample of the <u>July and December Board of Review</u> actions indicate the Board met the requirements of MCL 211.53b and considered only those items over which they have statutory authority? YES: V NO: N/A:
Resolution Date:
Resolution Comments:

7. Does the local unit follow the requirements under MCL 211.27b to levy the interest and penalty for failure to file a Property Transfer Affidavit? YES: NO: V
Resolution Date:
Resolution Comments:
If waived, did the local unit waive the interest and penalty by resolution and is that resolution kept on file? YES: V NO:
8. Has the local unit implemented CAMA Data Standards as adopted by the State Tax Commission on April 6, 2021? YES: V NO:
Resolution Date:
Resolution Comments:
AMAR Comments:
Pepper Lockhart is the new Supervisor.
Overall Comments:
I hereby declare that the foregoing information submitted is a complete and true statement.
Supervisor/City Manager or Highest Elected Official Date
Supervisor/City intallager of Highest Elected Official Date

Date

Assessor of Record



STATE OF MICHIGAN DEPARTMENT OF TREASURY LANSING

RACHAEL EUBANKS STATE TREASURER

July 27, 2022

Pepper Lockhart, City Manager Evart City, Osceola County 200 South Main Street Evart, MI 49631

Dear Pepper Lockhart,

GRETCHEN WHITMER

GOVERNOR

Thank you for submitting your plan to correct the deficiencies noted in the 2022 AMAR Review. Your plan has been accepted as submitted. No follow up review will be necessary.

Thank you for your cooperation throughout this process.

Sincerely,

William Gast

Michigan Department of Treasury

Evart Area Joint Fire Department

Fire Board Meeting

July 19, 2022 @ 4:30 PM

PLEDGE OF ALLEGIANCE

Meeting called to order by Chairman Hammer at 4:35 PM.

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

GUESTS: Shane Helmer, Angie Cushman, Jesse Hyden, Travis Douglas.

CITIZENS COMMENTS: None

MOTION BY OSCEOLA TWP, 2ND BY ORIENT TWP to approve the revised agenda with amendments as follows, the addition of new Business #4 Letter for hiring of Lowell Brown for Education, and #5 EMS Lease. MOTION PASSED.

Osceola Twp presented the board with savings account interest rate information for the board members to look over, discussion was held. Shane also informed the board that the checking account is lower right now, because the USDA has not deposited the \$100,000.00 for the grant as of yet. There have been some medical issues with the rep Shane is working with and it is taking a bit longer due to her being on leave.

MOTION BY CITY OF EVART, 2nd by ORIENT TWP to approve the consent agenda with the approval of the payment of bills, treasurers report, and June 14, 2022 regular meeting minutes. MOTION PASSED.

General Checking, \$38,721.16, High Yield Savings, \$386,282.15, Savings Account \$5.00 with a Grand Total \$425,008.31.

NEW BUSINESS:

1. Paid Staff Monthly Update – Report: Shane presented the board with the report for the paid staff information for the past 6 months. Discussion was held.

OLD BUSINESS:

1. End of year budget Amendments: Shane presented the board with the budget amendment for the end of budget year 2021-22.

MOTION BY ORIENT TWP 2ND BY OSCEOLA TWP to approve the budget amendments presented for the budget year 2021-22.

CITY OF EVART – YES
EVART TWP – YES
ORIENT TWP – YES
OSCEOLA TWP – YES
SYLVAN TWP – YES
MOTION PASSED.

2. MONTHLY STATISTICS: Shane presented the board with the monthly stats for the June, and discussion was held.

3. Google Storage for Records – Approval: Shane asked the board to approve the storage of records to Google. Shane presented the board with statistics of the future and the safety of the records to be all electronic. Discussion held.

MOTION BY ORIENT, 2ND BY SYLVAN to begin the process of acquiring and using Google Storage for security and storage purposes. MOTION PASSED.

4. Letter to Hire: Shane is asking the board to hire Lowell Brown to help teach the upcoming classes offered at the department. Discussion was held.

MOTION BY CITY OF EVART 2ND BY OSCEOLA TWP to hire Lowell Brown to be able to teach MRF classes at the department, and to have the chairman sign the paperwork. MOTION PASSED.

5. EMS Lease: Shane is asking that the Board consider the following lease to be offered to Osceola County EMS for the following 2022-2023 year. Discussion was held.

MOTION BY CITY OF EVART, 2nd BY SYLVAN TWP to offer Osceola County EMS a 1 year lease for \$1,000 a month or \$12,000 for the year. MOTION PASSED.

CITIZEN COMMENTS: None

Fire Chief Report: Shane informed the board that all forms and reports are up to date, and that everything is set for the upcoming months of Shane and Jesse's partial absence. Shane stated that the board will be given the numbers of the officers who will be in charge or command. Shane stated that there is pump testing, hose testing, and ladder testing coming up. Shane stated that the Audit will be on August 4th. Engine 9 is good, working the last 2 fire great. Engine 8 is back in house, from being loaned to Garfield Twp. Shane also stated that the schools are up to date with training for School Safety.

Shane also stated he would like the board to be thinking of the future of the fire department and the direction it needs to be going. Shane also wanted to let the board know that the 4th of July went very well, lots of turnout of our resources to be able to keep everyone happy and safe, from the fireworks, parade, and party at the fairgrounds.

Next Board Meeting: August 16, 2022 @ 4:30pm

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

MOTION BY SYLVAN, 2ND BY ORIENT TWP, to adjourn the meeting @ 5:47pm. MOTION PASSED.

Angela Cushman

Administrative Assistant

Evart Area Joint Fire Department