City Council

Mayor: Roger Elkins
Mayor Pro-Tem: Sandy Szeliga
Council: Tina Young
Mike Fulton
Ralph Carlson
City Manager: Pepper Lockhart
City Clerk: Andrea Grupido

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

www.evart.org

CITY OF EVART
REGULAR COUNCIL MEETING AGENDA
Wednesday, November 4, 2026 @ 6:30PM

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

Before each regular council meeting there will be a standing pre-council work session from 6:00PM to 6:30PM.

1. **Call to Order: 6:30PM**
2. **Pledge of Allegiance**
3. **Roll Call**
4. ***Citizen's Comments*** *– limited to 3-4 minutes per individual*
5. **Approval of Agenda**
6. **Consent Agenda ***
   - **A.** Pre-Council Minutes – *October 19, 2026*
   - **B.** Regular Council Minutes – *October 19, 2026*
   - **C.** Vendor's List $181,439.90
7. **Unfinished Business**
   - **D.** LSL Ordinance 2026
8. **New Business**
   - **E.** DPW Engineering- discussion only
   - **F.** Multi Factor Identification- discussion only
   - **G.** Sexton Bid
   - **H.** Boom Replacement for Vac Truck
   - **I.** Water Monitoring System Replacement
   - **J.** Capital Improvement Plan- Emailed Monday
   - **K.** City Manager Evaluation- Emailed separately
9. **Department/Informational Reports** *(No Action Needed)*
   - **L.** Accounts Payable Report *(10/20/2026 – 11/4/2026)*
10. **City Attorney Report/Comment**
11. **City Clerk Report/Comment**

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12. Finance Director Report/Comment

13. Department of Public Works Report/Comment

14. Police Department Report/Comment

15. Fire Department Report/Comment
- **M.** Fire Department Meeting Agenda Oct. 2026
- **N.** Fire Department Revenue and Expense Report
- **O.** Fire Department Incident Report

16. Housing Commission Report/Comment

17. Downtown Development Authority Report/Comment

18. Evart Public Library

19. City Manager Report/Comment

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

21. Adjournment

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***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.*

CITY OF EVART
WORK SESSION
October 19, 2026 @ 6:00PM
Community Room at the Depot, 200 S. Main Street

Mayor Elkins called the work session to order at 6:00pm.

Present Council Members: Mayor Elkins, Sandy Szeliga, Ralph Carlson, Mike Fulton
Absent Council Members: Tina Young (excused)

Present Staff: City Manager Pepper Lockhart, City Clerk Andrea Grupido, City Attorney Eric Williams, Finance Director Jennie Sims, Director of Public Works Chad Thompson, Chief of Police John Beam

Guests: Jason Chumkra, Doug Isanhart, John Wamble

New Business

Brownfield Redevelopment Authority (Bylaws and Revolving Fund)
The Local Brownfield Redevelopment Board (DDA) has approved the Bylaws and the establishment of the Revolving Fund. It is now coming to Council for adoption.

Lead Service Line Replacement Ordinance
With the LSL replacement project over halfway complete, the City of Evart needs to put an ordinance in place for those residents who have refused or have not agreed to the LSL replacement. The ordinance will specify that if you do not agree to have the lines replaced now when the City has funding to do so, then the owner becomes responsible for the entire cost of replacement 180 days after the ordinance adoption. Carlson suggests adding a restriction of sale of a property that has not had the LSL replacement done until the lines are up to code. The City Attorney will add that to the final draft and bring that to Council at the next meeting.

Park Improvement Design and Grant Application
To be prepared for any grant opportunities that could involve park improvements, the City Manager is asking to sign a proposal from Fleis & Vandenbrink for a Park Improvement Design and Grant Application. Fulton is hesitant to approve the application fee as there is no information on the funding amount yet.

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Andrea Grupido, City Clerk

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CITY OF EVART
REGULAR COUNCIL MEETING
October 19, 2026 @ 6:30PM
Community Room at the Depot, 200 S. Main Street

Mayor Elkins called the meeting to order at 6:32pm, then led the assembly in the Pledge of Allegiance.

***Present Council Members (via roll call)*:** Mayor Elkins, Sandy Szeliga, Ralph Carlson, Mike Fulton
Absent Council Members: Tina Young (excused)

Present (staff): City Manager Pepper Lockhart, Finance Director Jennie Sims, City Clerk Andrea Grupido, City Attorney Eric Williams, Department of Public Works Chad Thompson, Chief of Police John Beam

***Guests*:** Jason Chumkra, Doug Isanhart, John Wamble

PUBLIC HEARING: 226 Properties Brownfield Authority Approval
Mayor Elkins calls the Public Hearing to Order at 6:33pm
Citizen's Comments regarding the public hearing: *Isanhart* – asks Council to approve the Brownfield Plan.
Mayor Elkins closes the Public Hearing and opens the regular meeting at 6:33pm

***Approval of Agenda*:** Motion by Mayor Elkins to approve agenda as presented. Second by Szeliga. Motion passed with all in favor.

***Approval of Consent Agenda*:**
A. Pre-Council Minutes – *October 5, 2026*
B. Regular Council Minutes – *October 5, 2026*
C. Vendor's List $1,239,843.76
D. Summary of Funds – *September 2026*
Motion by Szeliga to approve the consent agenda as presented. Second by Carlson. Motion passed with all in favor.

New Business
E. ***Fleis & Vandenbrink – Project Updates***
F. ***Local Brownfield Redevelopment Fund (LBRF)***
Motion by Mayor Elkins to approve the Local Brownfield Redevelopment Fund. Second by Fulton. Motion passed with all in favor.
G. ***Local Brownfield Authority Bylaws***
Motion by Mayor Elkins to adopt the Local Brownfield Authority Bylaws. Second by Szeliga. Motion passed with all in favor.
H. ***LSL Ordinance – Discussion Only***
There are some blanks to fill into the draft ordinance which include how many LSLs have been replaced and how many were identified for replacement, but the City has received no consent or permission from the owners. As discussed in the work session, the City Attorney will include a section regarding the sale of property that has not had LSL replacement.
I. ***Sewer Credit 206 E. 7th Street***
On August 29-30, 2026, a pipe located in the ceiling of the new Biggby Coffee burst and caused a large leak before the business officially opened. The owner of the property was not notified of the significant water loss until after receiving the September utility bill. The leak resulted in 174,520 gallons of water loss. Due to the accidental nature and the fact that the incident occurred before the business opened, the property owner is requesting a sewer credit to account for the excess usage associated with the leak. Motion by Carlson to approve the sewer credit for 203 E. 7th Street in the amount of $2,123. Second by Szeliga. Motion passed with all in favor.

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J. ***Park Improvement Design and Grant Submission***
Motion by Carlson to approve the Park Improvement Design Cost and Grant Application Cost proposal from Fleis & Vandenbrink for a total amount of $15,500. Second by Szeliga. Motion passed with all in favor.
K. ***226 LLC Properties Brownfield Authority Approval – Resolution 2026-14***
Motion by Szeliga to approve Resolution 2026-14 approving the Brownfield Plan for 226 N. Main St. Second by Carlson. Roll call vote as follows: Szeliga – yes, Carlson – yes, Fulton – yes, Mayor Elkins – yes. Motion passed with all in favor.
L. ***Closed Session – Property Acquisition MCL 15.268(1)(d): (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes: (d) to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.***
Motion by Carlson to enter closed session to discuss property acquisition. Second by Fulton. Roll call vote as follows: Carlson -yes, Fulton – yes, Mayor Elkins – yes, Szeliga – yes. Motion passed with all in favor.
Council enter closed session at 7:18pm. Motion by Fulton to return to the open regular meeting. Second by Szeliga. Motion passed with all in favor. Council returns to open session at 7:25pm. Motion by Szeliga to authorize the City Manager to sign a purchase agreement for the property in question for the amount of $25,000 or less. Second by Carlson. Motion passed with all in favor.

***Department/Informational Reports*:**
M. *Accounts Payable Report (10/6/2026 – 10/19/2026)*
N. *Revenue and Expense Report*

***City Attorney Report/Comment*:**
The Fair Board president received the letter from Williams and will be discussing the illegitimate lease at the next Fair Board meeting.
***City Clerk Report/Comment*:**
Early voting starts this Saturday the 24th and Election Day is November 3rd. Establishing the early voting site with the other 6 surrounding municipalities has proven to be beneficial and cost saving. The total cost for each municipality for the August 4th Primary Election was $360.77.
***Finance Director Report/Comment*:**
O. *Monthly Report*
Jennie Sims makes Council aware that there was a cost difference pertaining to the City's portion of the grant for the Bobcat. The amount was small enough that the City Manager was able to approve and the machine was able to be ordered and delivered.
***Department of Public Works Report/Comment*:**
P. *Monthly Report; Presentation*
***Police Department Report/Comment*:**
Q. *Monthly Report*
Fire Department Report/Comment:
Evart Housing Commission:
***Downtown Development Authority Report/Comment*:**
Evart Public Library:
City Manager Report/Comment:
R. *Monthly Report*
Reminds everyone about the Meet the Candidates event at the Middle School tomorrow night at 6pm. Some of the new lights on US10 have been installed. The City of Evart should be RRC certified by Dec. 1st.

Citizen's Comments: *John Wamble* – is concerned about the crosswalk by the Dollar General and thinks there should be some kind of barrier to protect the people standing there. Doug Isanhart – expresses appreciation to Council for approving his Brownfield plan and hopes that in the future the City will put more emphasis on housing for the middle class population.

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Motion by Fulton to adjourn. Second by Carlson. Motion passed with all in favor. The meeting was adjourned at 7:53pm.

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Andrea Grupido, City Clerk

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CHECK REGISTER FOR CITY OF EVART

CHECK DATE 10/20/2026 - 11/04/2026

BANK CODE: 751 - VENDOR

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 751 VENDOR					
10/22/2026	751	3498(A)	0229	OSCEOLA COUNTY TREASURER	365.47
10/22/2026	751	41126	0028	CITY OF EVART	431.00
10/22/2026	751	41127	0653	EVART PUBLIC LIBRARY	28.51
10/22/2026	751	41135	620	STATE OF MICHIGAN	4,492.72
10/23/2026	751	3499(A)	0229	OSCEOLA COUNTY TREASURER	10,161.29
10/23/2026	751	41128	0051	EVART FIRE DEPARTMENT	1,098.16
10/23/2026	751	41129	0653	EVART PUBLIC LIBRARY	532.65
10/23/2026	751	41130	0045	EVART PUBLIC SCHOOLS	11,323.40
10/23/2026	751	41131	1047	MECOSTA OSCEOLA TRANSIT AUTHO	290.11
10/23/2026	751	41132	0668	MECOSTA-OSCEOLA INTERMEDIATE	2,918.31
10/23/2026	751	41133	0051	EVART FIRE DEPARTMENT	15,049.80
10/23/2026	751	41134	0653	EVART PUBLIC LIBRARY	3,966.67
11/04/2026	751	3500(E)	0024	CONSUMERS ENERGY	8,241.85
11/04/2026	751	3501(E)	923	FIRST NATIONAL BANK OF OMAHA	1,406.76
11/04/2026	751	3502(E)	810	O'REILLY AUTO PARTS	52.34
11/04/2026	751	3503(E)	1784	VERIZON WIRELESS	308.27
11/04/2026	751	3504(A)	87	BLACK ROCK TECHNOLOGIES LLC	33,925.00
11/04/2026	751	3505(A)	325	BOYD, JOE	40.00
11/04/2026	751	3506(A)	650	CENTRAL SQUARE TECHNOLOGIES,	382.09
11/04/2026	751	3507(A)	2020	FLEIS & VANDENBRINK	40,128.75
11/04/2026	751	3508(A)	221	GEORGETOWN CONSTRUCTION CO.	2,916.00
11/04/2026	751	3509(A)	636	JARRETT, EDWARD	40.00
11/04/2026	751	3510(A)	1419	JOHN BEAM JR.	40.00
11/04/2026	751	3511(A)	1330	MARTIN, DALE	40.00
11/04/2026	751	3512(A)	1439	MENARDS - BIG RAPIDS	62.37
11/04/2026	751	3513(A)	0071	MILLER, EMILY C.	40.00
11/04/2026	751	3514(A)	1501	MUCZYNSKI, PATRICK	40.00
11/04/2026	751	3515(A)	2302	MULKERNS, CHRISTINE	40.00
11/04/2026	751	3516(A)	605	NEWSOME, LISA	40.00
11/04/2026	751	3517(A)	1069	PEPPER LOCKHART	40.00
11/04/2026	751	3518(A)	1201	POINT BROADBAND	330.00
11/04/2026	751	3519(A)	0579	PREIN & NEWHOF, P.C.	1,200.00
11/04/2026	751	3520(A)	796	RCB CONTRACTING	4,575.00
11/04/2026	751	3521(A)	0123	RIETH-RILEY CONSTR CO INC - B	224.90
11/04/2026	751	3522(A)	1739	SIMS, JENNIFER	40.00
11/04/2026	751	3523(A)	0903	STANDARD INSURANCE CO.	430.83
11/04/2026	751	3524(A)	115	THOMPSON, CHAD C.	40.00
11/04/2026	751	3525(A)	1145	TUPPER, VICTORIA	14.59
11/04/2026	751	3526(A)	2303	WILLIAMS, ERIC D.	1,000.00
11/04/2026	751	3527(A)	1803	XEROX CORPORATION	380.67
11/04/2026	751	3528(A)	469	ZINGER, ADAM	40.00
11/04/2026	751	41136	1182	BARNETT'S AUTO REPAIR	30.00
11/04/2026	751	41137	1583	BIG RAPIDS TIRE	610.00
11/04/2026	751	41138	0657	DDA-CITY OF EVART	20,000.00
11/04/2026	751	41139	1200	DEERE CREDIT, INC	1,315.64
11/04/2026	751	41140	1178	DTS COUNTY LINE SERVICES, INC	1,634.01
11/04/2026	751	41141	80	EARLE PRESS INC	448.10
11/04/2026	751	41142	1211	FASTENAL COMPANY	104.89
11/04/2026	751	41143	699	GIB'S SUPER CITY	41.94
11/04/2026	751	41144	0613	PRINTING SYSTEMS	256.08
11/04/2026	751	41145	0478	STATE OF MI	10,201.76
11/04/2026	751	41146	327	STATE STREET OUTDOOR POWER EQ	79.97
751 TOTALS:					
Total of 52 Checks:					181,439.90
Less 0 Void Checks:					0.00
Total of 52 Disbursements:					181,439.90

CITY OF EVART
OSCEOLA COUNTY
STATE OF MICHIGAN

ORDINANCE NO. 2026-02

AN ORDINANCE MANDATING THE REPLACEMENT OF LEAD SERVICE LINES

The City of Evart Ordains:

Section 1. Findings.

The Evart City Council finds that lead service lines used in the transmission of drinking water present health risks to the general public as determined by the U.S. Environmental Protection Agency (EPA) and as reflected in EPA standards by which lead contamination in public drinking water should be reduced to zero.

The Evart City Council finds that it is in the public interest to recognize and comply with Michigan requirements for local government to comply with federal and state rules on lead and copper in public water systems, and lead service lines should be removed from the City of Evart's public water distribution system.

The Evart City Council acknowledges and finds that the City of Evart obtained grant funding for the replacement of galvanized and lead water service lines in the City of Evart at no cost to the private property owners and water utility customers, and through September of 2026, Five Hundred and Fourteen (514) lead service lines were replaced in the City of Evart at no cost to the water utility customers, but approximately One Hundred and Eighty-Two (182) lead service lines that were identified for replacement at no cost to the customers have not been scheduled for replacement because no consent or permission for the lead service line replacement has been received from the property owners or water utility customers.

The Evart City Council finds that property owners and water utility customers must be required to replace their galvanized and/or lead water service lines at their own expense if they do not do so through the City of Evart at the City's expense while the City of Evart is replacing lead service lines at the direction of the federal and state government.

Section 2. Purpose.

The primary purpose of this Ordinance is to encourage property owners on the City of Evart water utility system to request replacement of their galvanized

and/or lead service lines by the City of Evart at no cost to the property owner while funding is provided for the City of Evart to replace the galvanized and/or lead service lines.

The regulatory purpose of this Ordinance is to require property owners on the City of Evart public water utility service to replace their galvanized and/or lead water service lines at their own expense within 180 days of adoption of this Ordinance, in the interest of protecting the public health in and around the City of Evart.

Section 3. Definitions.

For the purposes of this Ordinance,

(1) Contractor shall mean a licensed vendor that contracts with the City of Evart for the replacement of galvanized and/or lead water service lines connected to the City of Evart water utility system.

(2) Water utility service site shall mean a building, structure, or dwelling unit connected to the City of Evart public water utility system to receive public water, whether or not the water utility service is active or shut off.

(3) Lead service line shall mean a water service line connected to the City of Evart public water utility system that is a lead service line as defined by the state and federal regulations, consisting of lead pipe or fittings, and/or galvanized pipe connected to lead pipe or lead fittings.

(4) The effective date of this Ordinance shall be the date of publication.

(5) Owner shall mean the property owner or lessee of a water utility service site who is responsible for the maintenance of the water service line connected to the public water utility of the City of Evart.

Section 4. Lead Service Lines.

Lead service lines as defined by state and federal regulations consisting of lead pipe or fittings, and/or galvanized pipe that is or was connected to lead pipe or fittings, are prohibited in the City of Evart and outside the City of Evart when connected to the City's public water utility system.

(a) The owner of any water utility service site (building, structure, dwelling unit) connected to the City of Evart public water utility system by a lead

service line (lead pipe or lead pipe fittings and galvanized pipe that is, or was, connected to lead pipe or lead fittings) as defined by state and federal regulations shall replace the lead service line within 180 days of the effective date of this Ordinance.

(b) The owner of a water utility service site with a lead service line (as defined by state and federal regulations) connected to the City of Evart public water utility system can replace the lead service line through a licensed contractor at the owner's expense with a permit and inspection by the City verifying removal of lead service lines.

(c) The owner of a water utility service site with a lead service line (as defined by state and federal regulations) connected to the City of Evart public water utility system can replace the lead service line through a licensed vendor contracted by the City at the City's expense by contacting the City and consenting in writing to the replacement of the lead service line and allowing access and entry to the property by the vendor contracted by the City within 180 days of the effective date of this Ordinance.

(d) The owner of a water utility service site with a lead service line (as defined by state and federal regulations) connected to the City of Evart public water utility system that was replaced by a licensed contractor and inspected and approved as compliant with 2026 standards for eliminating lead service lines can submit documentary proof of the lead service line replacement, permit, inspection, and approval to the Evart City Manager for verification that no lead service line exists and no lead service line needs to be replaced at that water utility service site.

(e) Civil Infraction and Lien. The failure or refusal of an owner to replace a lead service line connected to the City of Evart public water utility system within 180 days of the effective date of this Ordinance shall be subject to a citation for a municipal civil infraction with a maximum penalty of a fine of up to $1,000 for every day the violation continues, and court costs plus the City of Evart's attorney fee expenses in prosecuting the civil infraction, and a correction order to replace the lead service line at the owner's expense. The City shall have a recordable lien for the actual reasonable cost to replace a lead service line at the owner's expense on the real property on which a water utility service site is connected to the City's public water utility system.

Section 5. Publication and Effective Date.

The Clerk is directed to publish this Ordinance in the local newspaper within 15 days of enactment, and this Ordinance shall be effective upon publication.

YEAS: _____

_____

NAYS: _____

ORDINANCE DECLARED ADOPTED.

_____
Roger Elkins, Mayor

_____
Andrea Grupido, Clerk

CERTIFICATION

I, Andrea Grupido, the duly qualified and acting Clerk of the City of Evart, Osceola County, Michigan, do hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Council at a regular meeting held on November 4, 2026, and that notice of said meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Date: November 4, 2026

Andrea Grupido, Clerk

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: Pepper Lockhart, City Manager
Date: October 26, 2026
Re: Discussion only – Rural Development Fund - DPW Garage and Salt Barn Project

For the Agenda of November 4, 2026

Background. The Rural Development Fund Grant Program, administered by the Michigan Office of Rural Prosperity provides competitive grant funding to support projects that strengthen rural communities and promote long-term sustainability of Michigan's land-based industries. The City submitted a Letter of Intent October 26, 2026 to apply for funds in the area of Infrastructure and Community Facilities. If selected to apply for grant funding ($100,000) I would like to submit an application for the preliminary design of a new DPW Garage and Salt Barn to be relocated to the Wastewater Treatment Plant.

Issues & Questions Specified. If letter of intent is selected to move forward with the grant application, we will need to have a good understanding of what you would like to see in the design.

Recommendation. Discussion only

Financial Impact. If selected and grant application is approved and grant awarded, the City would have a match of $99,200. The city council did a designation of $500,000 from the general fund to go towards a potential building.

Attachments.

1. Letter of Intent submitted 10/26/26
2. F & V Proposal

Locate File: G >City Council >Letters to Council

MICHIGAN OFFICE OF RURAL PROSPERITY

Letter of Intent: Rural Development Fund

The Rural Development Fund (RDF) Grant Program, administered by the Michigan Office of Rural Prosperity (ORP), provides competitive grant funding to support projects that strengthen rural communities and promote the long-term sustainability of Michigan's land-based industries, including food and agriculture, forestry, mining, oil and gas production, and tourism. The program funds initiatives that improve community and business development, workforce training, economic development, infrastructure, housing, broadband, transportation, water and wastewater systems, and regional collaboration. Grants of up to $100,000 are available for one-year Community and Business Development projects, while grants of up to $200,000 are available for two-year Regional Collaboration projects. Eligible applicants include local governments, nonprofits, businesses, educational institutions, tribal governments, regional organizations, and other entities serving eligible rural communities. The program is designed to build local capacity, foster partnerships, and create sustainable economic opportunities that improve the quality of life and economic resilience of rural Michigan.

Full Name *

Pepper

First Name

Lockhart

Last Name

Organization Name *

City of Evart

Email Address *

citymanager@evart.org

example@example.com

Phone Number *

(231) 734-2181

Please enter a valid phone number.

Organization Address *

200 S Main Street

Street Address

Street Address Line 2

Evart | MI | 49631

City | State / Province | Postal / Zip Code

Federal ID *

38-6004553

County or Counties Served by the Project *

Osceola ×

How is your project area defined as rural? *

- [ ] Located in one or more counties, each with a population of fewer than 70,000
- [x] Defined as Rural Through USDA
- [ ] Defined as Rural through FORHP
- [ ] Other

If your project is outside a priority county, upload documentation showing the project area is designated as rural by the USDA and/or FORHP (e.g., a screenshot of the eligibility map).



Browse Files

Drag and drop files here

Project Category Type *

- (●) Category 1: Community and Business Development
- ( ) Category 2: Regional Collaboration

Select the specific area of focus *

- (●) Infrastructure & Community Facilities
- ( ) Economic Development
- ( ) Business Development
- ( ) Workforce Development
- ( ) Community Development
- ( ) Other

If "other," please describe

How does this project support land-based Industries?

The City is working towards relocating the DPW garage and salt barn, currently location outside city limits. Moving this facility inside of city limits will support land-based industries by enabling better maintenance of public transit routes, parking facilities, and work zones; the DPW supports the movement of workers and goods. They also maintain emergency response capabilities—such as snow removal, flood control, and infrastructure repairs.

64/100

Category 1 Requested State Funds (up to $100,000) *

100000

Please list your match amount (20% minimum) *

99200

Please identify how the required 20% match will be provided (Cash, In-kind, Combination)

City council has designated funds for this project during budget preparations that would come out of general fund

18/100

Project Information

Project Summary

Project would consist of preliminary design of a new Department of Public Works garage and Salt Barn

17/150

Project Importance and Need

The current garage and salt barn are located outside of city limits and approximately 3 miles from city center. All heavy equipment used in the maintenance of city infrastructure is located at the garage.

34/150

Measurable Outcomes

Relocating this facility as well as the salt barn to the current location of the city's wastewater treatment facility would lessen the city's fuel costs, make better use of employee time, bring all employees to one central location for operational and supervising efficiency.

43/150

Please list the organizations, agencies, businesses, local governments, or other partners that support this project

Partner Organization

Evart Downtown Development Authority

Partner Organization

Evart Public Schools

Partner Organization

Evart Parks and Recreation

Partner Organization

Evart Housing Commission

+ Add Row

Applicant Certification and Acknowledgment

By submitting this Letter of Intent (LOI), the applicant acknowledges and certifies that: *

- [x] **The applicant understands that each eligible organization may submit only one (1) LOI as the Lead Applicant during this funding round.**
- [x] **The information provided in this LOI is true, accurate, and complete to the best of the applicant's knowledge.**
- [x] **The applicant understands that submission of false, misleading, or inaccurate information may result in removal from consideration or other action in accordance with applicable State of Michigan laws, regulations, and grant requirements.**
- [x] **The applicant understands that submission of this LOI does not guarantee an invitation to submit a full application or an award of funding.**

Equal Opportunity

The State of Michigan and Office of Rural Prosperity prohibit discrimination on the basis of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.

To file a complaint of discrimination, please contact Michigan Department of Civil Rights at:

Phone: 313-456-3700

Fax: 313-456-3701

Toll-Free: 800-482-3604

TTY: 877-878-8464

Email: MDCRServiceCenter@michigan.gov

F&V construction
Design-Build | General Contractor | Construction Manager

September 14, 2026

Via Email: citymanager@evart.org

Pepper Lockhart, City Manager
City of Evart
200 S. Main Street
Evart, MI 49631

RE: City of Evart
DBIA Agreement Between Owner and Design-Builder Step 1
Department of Public Works (DPW) Building

Dear Pepper,

We appreciate the opportunity to continue assisting the City with improvements to its DPW Building and Salt Storage Facilities. We have discussed the project with the City to develop the project scope as outlined in Exhibit B of the Agreement.

Based on our previous conversations with the City, we understand that City of Evart would like to move forward with the project utilizing the Progressive Design Build (PDB) delivery method similar to the CWSRF and DWSRF project delivery that are currently being constructed. Enclosed is the DBIA Agreement Between Owner and Design-Builder for the proposed DPW Building and Salt Storage Facilities for your consideration.

As shown in Exhibit C – Step 1, we propose to deliver the Design, Bid Phase, and Value Engineering services for a lump sum fee of $199,200.00, which will be approved upon Agreement execution. Exhibit C – Step 2, Guaranteed Maximum Price for Construction values are completed after trade contractor bids are received and are accepted by the City Council.

The City will need to select an Owner's representative for this project. The selected representative will be filled into Article 9 once you let us know who the City designates for this role.

Other items within the Agreement that will be updated after bids are received include:

- Article 5.2.1 – Substantial Completion days.
- Article 6.6.1.2 – Design-Builder Contingency Allowance and value released to the Owner for change order items after Substantial Completion.
- Article 11:
  - Exhibit D – Conformed to Contract Documents
  - Performance and Payment Bonds
  - Certificate of Insurance

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.4400
www.fv-construction.com

We look forward to continuing our work with the City on this important improvement project. Please call or email us with any questions.

Sincerely,

F&V CONSTRUCTION

Corey Turner, PE
Project Manager | Associate

Robert W. Wilcox, PE
Vice President | Principal



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE

September 2026

Document No. 530
Second Edition 2010
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Washington, DC

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Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the _____ day of _____in the year of 2026, by and between the following parties, for services in connection with the Project identified below:

OWNER:
(Name and address)

City of Evart
200 S. Main Street
Evart, Michigan 49631

DESIGN-BUILDER:
(Name and address)

F&V Construction
2960 Lucerne Drive SE
Grand Rapids, Michigan 49546

PROJECT:
(Include Project name and location as it will appear in the Contract Documents)

DPW Building and Salt Storage Facilities

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

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Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents. Based on the Scope of Project, provided in Exhibit B the Design-Builder shall prepare design development drawings in consultation with Owner and solicit Trade Contractors and/or Suppliers so that Design-Builder is able to prepare drawings for the project which are not less than 90% completed. Owner shall compensate Design-Builder for all costs associated with the preparation of these drawings. The Owner and Design-Builder shall thereafter mutually set a Guaranteed Maximum Price utilizing Trade Contractor and/or Supplier pricing after the drawings are 90% compete, after the receipt of Trade Contractor and/or Supplier pricing and after the value engineering process.

1.2 Prior to the execution of the Agreement, the Owner authorized Fleis & VandenBrink Engineering, Inc. to provide professional design services under a separate agreement. Engineer is an affiliated company of the Design-Builder, and Design-Builder intends to retain the Engineer hereunder as a Design Consultant, and utilize the work product for the purposes of this Agreement. In exchange for the Owner's agreement to retain Design-Builder hereunder, prior payments by Owner shall be credited to the Contract Price and the balance shall be paid to the Design-Builder hereunder as part of the Contract Balance.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

2.1.3 This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

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Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 **Owner's Limited License upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

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4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner agrees to pay Design-Builder for all costs incurred to date plus a 4% mark-up as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Not used.

4.5 Owner's Indemnification for Use of Work Product. Pursuant to Section 4.3 above, the Owner is required to indemnify any Indemnified Parties as set forth in Section 4.2 above based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than _____ (_____) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes."

5.2.2 Not Used

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

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5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), and any adjustments made in accordance with the General Conditions of Contract.

6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

Design-Builder shall invoice work progress monthly based on percent completed of the various tasks. See Exhibit C for design fees, value engineering, and development of a Guaranteed Maximum Price. The Owner shall not withhold retainage on design, value engineering and pre-construction services.

6.1.3 Force Majeure

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, epidemics, pandemics, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God, including, but not limited to, any event that is declared to be a State of Emergency by a regulatory entity; abnormal weather conditions, acts or neglect by utility owners or other contractors performing work on the project provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. Design-Builder reserves the right to submit to Owner, as well as, shall be entitled to, additional compensation for increased labor and/or material costs due to an event that is considered a force majeure event.

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

☒ Nine percent (9.0 %) of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below.

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Nine percent (9.0 %) of the additional Costs of the Work incurred for that Change Order.

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6.2.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall be in accordance with Section 6.6.3. – Savings.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are engaged in the performance of the Work.

6.3.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of internet service, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

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6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.3.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

6.4.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 Not Used

6.4.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.4.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to

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Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work or Force Majeure events.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 Not Used

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 Not Used.

6.6.1.2 The GMP includes a Design-Builder Contingency Allowance in the amount of ___ _____ Dollars ($_____) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. Change Order eligible costs are to be allocated from the Owner allocated project Contingency.

By way of example, and not as a limitation, such costs that are not the basis for a Change Order may include:
(a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) insurance deductibles, such as builder's risk, and others; or (g) those Delays to the Work events that result in an extension of the Contract Time but do not result in an increase in the Contract Price such as delays in the performance of the Work due to Force Majeure, acts, omissions, conditions, events, or circumstances beyond Design-Builder's control, (h) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price.

The Design-Builder Contingency Allowance is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

Upon reaching Substantial Completion, any excess greater than **$_____** of Design-Builders Contingency Allowance may be released to the Owner for change order items.

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Prior to the release of any available excess Contingency, the Shared Savings will be calculated in accordance with the provisions of Article 6.6.3.1 and shall be reserved. The Final Savings amount shall be determined and paid at the time of Final Warranty Completion.

6.6.2 GMP Established after Execution of this Agreement.

6.6.2.1 GMP Proposal. Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

6.6.2.1.1 A proposed GMP, which shall be the sum of:

i. Design-Builder's Fee as defined in Section 6.2.1 hereof;

ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and

iii. If applicable, any prices established under Section 6.1.2 hereof.

6.6.2.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

6.6.2.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

6.6.2.1.4 The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

6.6.2.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

6.6.2.1.6 If applicable, a schedule of alternate prices;

6.6.2.1.7 If applicable, a schedule of unit prices;

6.6.2.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

6.6.2.1.9 The time limit for acceptance of the GMP Proposal.

6.6.2.2 Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

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6.6.2.3 Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

6.6.2.4 Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

6.6.2.4.1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

6.6.2.4.2 Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

6.6.2.4.3 Owner may terminate this Agreement for convenience in accordance with Article 8 hereof.

6.6.2.4.4 Owner may request Design-Builder to seek other Contractors to bid the project. Design-Builder shall provide budgets to the Owner to complete the design, obtain the bids and monitor the construction.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: 80% to the Owner and 20% of savings to Design-Builder as a lump sum adjustment to Design-Builder's General Conditions for efforts related to realizing the cost savings.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

6.7 Performance Incentives

6.7.1 Not Used

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Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner by the first Tuesday of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

Design-Builder will prepare the Disbursement Requests as required for Owner's submittal to the agency, which Owner shall submit within two (2) working days of receipt.

7.1.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain Ten percent (10 %) of each Application for Payment provided for Step 2 work, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. Owner will not retain any amounts for work completed in Step 1 (design, value engineering, pre-construction services).

7.2.2 Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of 0.583% per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to individual trade contract Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted

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accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Overhead and profit in the amount of Nine percent (9.0 %) on the sum of items 8.1.1 and 8.1.2 above.

8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid four percent (4.0 %) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid four percent (4.0 %) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

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Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Pepper Lockhart, City Manager
200 S. Main Street
Evart, Michigan 49631

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

John DeVol, P.E., President, or his designate
2960 Lucerne Drive SE
Grand Rapids, Michigan 49546
(616) 977-1000

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Robert W. Wilcox, P.E., Vice President, or his designate
2960 Lucerne Drive SE
Grand Rapids, Michigan 49546
(616) 977-1000

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Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

☒ Required ☐ Not Required

Payment Bond.

☒ Required ☐ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

1. Not Used

2. Exhibits

   A. – Not Used
   B. – Scope of Project
   C. – Step 1 Design Phase
      – Step 2 Construction Phase
   D. – CTC Documents, prepared by Fleis & VandenBrink Engineering
   E. – Insurance Requirements & Limitations

3. Performance & Payment Bonds

4. Certificate of Insurance

5. Not Used

6. Typical Certificate of Substantial Completion

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In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
City of Evart	F&V Construction
(Name of Owner)	*(Name of Design-Builder)*
(Signature)	*(Signature)*
	Robert W. Wilcox
(Printed Name)	*(Printed Name)*
	Vice President
(Title)	*(Title)*
Date:	Date:

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STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535
Second Edition, 2010
© Design-Build Institute of America
Washington, DC

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed*

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Maximum Price, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii)

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whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

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2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to

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perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and

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equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which

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Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 To the extent, temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 To the extent available, a legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits,

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approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

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4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-

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Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Not used.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a

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schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

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6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract

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Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

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7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

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8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality,

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performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

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Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

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10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute

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the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

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11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

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Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed

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or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

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13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

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EXHIBIT A

Not Used

EXHIBIT B

Scope of Project

EXHIBIT B –
SCOPE OF PROJECT

General scope of the DPW Building Improvements Project. The project will include the following components:

- New DPW Building at the Wastewater Treatment Facility site approximately 5,000 square feet containing the following:
  - Pre-engineered metal building with insulated metal panels for the walls and roof
  - Drive through access
  - Concrete floor and exterior concrete apron in front of garage doors
  - Small break room with a window facing the road/WWTP entrance
  - One restroom
  - Overhead garage heaters
  - Security camera(s) and door access control system
  - Bollards by all garage doors
  - Full gutters and downspouts
- Salt Storage Facility containing the following:
  - Sized to store approximately 150 tons of salt
  - Concrete walls with a clearspan structure over the top of the storage area
- Minor pavement and parking lot improvements
- Permitting as required

Upon completion of the design and receipt of bids, the above scope may need to be modified to fit within the overall project budget. FVC will review bids and available cost breakouts during the value engineering tasks outlined in this document. The final scope will be negotiated with the City prior to executing Exhibit C – Step 2 of the DBIA Agreement.

Our approach for the PDB process will allow the City to control costs and improve the project outcome by participating directly in both design and construction decisions. F&V Engineering staff have been trusted partners, working together with City staff and collaborating on important decisions for the long-term reliability of the systems. With F&V Construction (FVC) as the Design-Builder, the City will have a single point of responsibility and a performance warranty while still maintaining direct involvement throughout the PDB process.

FVC will utilize the same engineers that work with you during the design to work with the project team during construction. We will engage trade contractors that are both efficient and effective in completing the type of work required. The current project includes elements that would be best developed through design innovation, as well as collaboration, amongst the team. City staff are very knowledgeable of their facility and have been working with our engineers to develop many good ideas with regards to the needed improvements. By utilizing the PDB delivery method with FVC, the City will have access to actual cost data and be able to make informed decisions with support from the Design-Builder. We offer the following outline of our proposed approach:

Step 1 Preliminary Design and Preconstruction Phase

The ***Step 1*** activity includes adequate design development to assemble bid packages for selection of trade contractors, forming a team consisting of the Design-Builder, Owner and Trade Contractors and establishing refined pricing for all elements of the project. Tasks under ***Step 1*** include:

Task 1 – Basis of Design Preparation

Our engineers will work closely and collaborate with City staff to develop the ***Basis of Design*** defining the improvements and preliminary design concepts. The work scope to complete this phase of the project includes:

1.1 Hold a pre-design kick-off meeting with City staff to review project requirements, work scope, and overall schedule.

1.2 Prepare a draft Basis of Design Memo which will include descriptions of the improvements.

Task 2 – Preliminary Design and Pricing Phase (30% and 60% Submittals)
The Basis of Design Memo will serve as the foundation for the ***Preliminary Design Phase***. The Preliminary Design Phase documents consist of preliminary drawings, outline specifications, and preliminary costs.

City staff will be directly involved in the preliminary design process. Trade contractors will be assimilated into our design-build team when adequate definition to the project scope and details has been achieved. With the team fully formed, collaboration among the design-builder, owner and trade contractors will result in effective equipment selection and development of efficient construction methods and project sequencing.

The engineering services to complete the preliminary design phase will include:

2.1 Review record drawings of the existing system.
2.2 Obtain utility company information for electric, gas, telephone, and cable TV, as appropriate.
2.3 Complete topographic survey of the site.
2.4 Obtain soil borings and complete a geotechnical investigation for the proposed improvements.
2.5 Prepare AutoCad drafting of the improvements.
2.6 Assemble list of the various Trades for the project and begin to contact these subcontractors to determine their interest in the project. The various Trades will be informed of the project requirements.
2.7 The anticipated regulatory permits required for construction of the building improvements including the following:
- Building Permit

2.8 Prepare draft permitting and construction schedule.
2.9 Update Design and Construction Costs. As the design details are developed, we will begin to prepare preliminary cost estimates for the various Trades.
2.10 The 30% Design documents will be shared with the design-build team, City and Owner's Representative. This submittal includes:
- Basis of Design Memo
- Preliminary Drawing Set
- Outline of Specifications

2.11 A meeting will be conducted with the Design / Build Team, and City staff to review the 30% Design Submittal.
2.12 Meeting minutes will be prepared and distributed.
2.13 Update the Basis of Design based on review meeting comments.
2.14 Prepare the 60% Design Drawings.
2.15 Prepare 60% technical specifications.
2.16 Prepare the 60% Design and Construction Costs. Preliminary costs will be updated by the design-build team to incorporate changes made from the 30% to 60 % submittal.
2.17 Perform QC of the Preliminary Design.
2.18 The 60% Design documents will be shared with the design-build team, City and Owner's Representative. The 60% submittal includes:
- Basis of Design Memo
- Preliminary Drawing Set
- Outline of Specifications
- Updated Design and Construction Costs

2.19 A meeting will be conducted with the design-build team, City staff, and Owner's Representative to review the 60% Design Submittal.
2.20 Meeting minutes will be prepared and distributed.

Task 3 – Final Design and Final Pricing Phase
The collaboration of the design-build team with the City staff, and Owners Representative will continue as the design is finalized. The ***Final Design Phase*** will incorporate adjustments through the value engineering process completed through this collaboration process. This task includes final detailing of the design, development of a detailed construction schedule, and establishing a Guaranteed Maximum Price (GMP) for the project.

The decision as to whether some of the items can be made as a part of the project will be made during the final design and pricing phase. Other Task 3 items include:

3.1 Update the Basis of Design based on review meeting comments.
3.2 Prepare the 90% Design Drawings.
3.3 Prepare 90% technical specifications.
3.4 Prepare the 90% Design and Construction Costs. Preliminary costs will be sought from various Trades.
3.5 Perform QC of the Design.
3.6 Submit permit applications to various regulatory agencies.
3.7 The 90% Design Submittal documents will be shared with the design-build team, City, and Owner's Representative for review. This submittal includes:
- Basis of Design Memo
- Pre-Final Drawing Set
- Outline of Specifications

3.8 Pre-Final Design and Construction Costs
3.9 The plans and specifications will be released to the various trades for bidding. We will follow the City's local bidding requirements where applicable. The goal is to have multiple bids for each trade from acceptable contractors and follow the City requirements.
3.10 A meeting will be conducted with the design-build team, and City and Owner's Representative to review the pricing and 90% Design Submittal. Any adjustments to the design requested by the City in the 90% review may require some re-pricing by the trade contractors, if needed. Distribute meeting minutes.
3.11 Submit preliminary Guaranteed Maximum Price (GMP) to the City for review and approval.
3.12 Submit Final GMP contract exhibit.
3.13 Prepare contract amendment reflecting GMP to the City for approval. Our subcontractors' bids and FVC's costs and overhead will be provided to the City on an open book basis. The City will be able to review each item of work and trade bids in the compilation of the GMP.
3.14 If the City accepts the GMP, the project proceeds to Task 4. If the City would find the GMP not acceptable, they could stop project at this time, cut out parts of the project to reduce cost, or pursue alternate delivery methods.
3.15 Assemble final conform to contract design and construction documents.

Step 2 Construction Phase

The ***Step 2*** activity includes obtaining permits, development of a detailed construction schedule, and completing construction of the improvements. Tasks under ***Step 2*** include:

Task 4 – Construction Phase
Commencement of mobilization and construction activities.

4.1 Issue Notices of Award to the various trades.
4.2 Schedule pre-construction meeting.
4.3 Execute contracts with various Trades and issue Notices to Proceed.
4.4 Secure construction permits, insurances and bonds.
4.5 Conduct Pre-Construction Meeting and mobilize to the job site.
4.6 Review of Trade shop drawings for materials and equipment required for the project to confirm compliance with the project specifications and intent.
4.7 Provide Site Superintendent to coordinate Trades.
4.8 Resolve contractor questions or construction issues.
4.9 Provide materials testing from an independent testing laboratory.
4.10 Conduct weekly progress and safety meetings with Trades.
4.11 Conduct monthly progress meetings with the design-build team, Owner, and Owner's Representative.
4.12 Maintain and update construction progress schedule.
4.13 Prepare daily reports, recording hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, daily activities, decisions, observations in general and observing test procedures.
4.14 Prepare and submit payment applications to Owner.
4.15 Oversee equipment and systems startup and prove-in.

4.16 Advise Owner's Representative when Substantial Completion has been achieved on the overall project, which marks the beginning of the warranty period.

4.17 Prepare and compile the equipment Operations & Maintenance Manuals. Provide Owner with one PDF version and one 3-ring binder.

4.18 Maintain "red-line" drawings of improvements at the project site. Prepare Record Drawings showing appropriate record information based on project annotated record (red-line) documents received from the Trades. These record drawings will be provided to the City in electronic format at project closeout.

EXHIBIT C

Step 1 | Design Phase

Step 2 | Construction Phase

F&V construction
Design-Build | General Contractor | Construction Manager

EXHIBIT C - Step 1 Design

Client Name:	**City of Evart**	Estimator:	**CBT**	Date:	**September 2026**
Job Name:	**DPW Building and Salt Storage Facilities**	Design By:	**F&V**	Bid Date:	**TBD**
Location:	**611 10th Street, Evart, MI 49631**	Check By:	**RWW**		
Job Number:	**PC0264**				
Description:	**DPW Building and Salt Storage Faicility at the WWTP site.**				

Trade Category			Subcontractor / Location	Budget
Contract	**1**	**Site Work & Excavation**	***Name***	
Contract	**2**	**Concrete**	***Name***	
Contract	**3**	**General Trades**	***Name***	
Contract	**4**	**Painting**	***Name***	
Contract	**5**	**Mechanical**	***Name***	
Contract	**6**	**Electrical, Instrumentation & Control**	***Name***	

Total of Trades	TBD
General Conditions - Lump Sum	TBD
Sub Total	**TBD**
Design Builder's Fee - Lump Sum	TBD
Sub Total	**TBD**
Design Phase Services - Lump Sum	**$199,200.00**
Construction Phase Services - Lump Sum	**TBD**
Sub-Total Cost	**TBD**
Design-Builder's Contingency Allowance	**TBD**
Total	**TBD**

	Initial	Date
OWNER:		
FVC:		

EXHIBIT D

Conform to Contract Documents

EXHIBIT E

Insurance Requirements and Limitations

EXHIBIT E – INSURANCE REQUIREMENTS & LIMITATIONS

1 Design Builder's Liability Insurance

1.1 The Design-Builder shall purchase and maintain such insurance that shall protect the Design-Builder from the claims set forth below that may arise out of or result from the Design-Builder's performance of Services pursuant to this Agreement:

1.1.1 Claims under Workers' compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;

1.1.2 Claims for damages because of bodily injury, occupational sickness or disease or death of Design-Builder's employees under any applicable employer's liability law;

1.1.3 Claims for damages because of bodily injury or death of any person other than Design-Builder's employees;

1.1.4 Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Design-Builder or (2) by any other person;

1.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss or use therefrom; or

1.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

1.2 The comprehensive General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

a. Comprehensive General Liability

1. General Aggregate:	$2,000,000
2. Products - Completed Operations Aggregate:	$2,000,000
3. Personal and Advertising Injury:	$1,000,000
4. Each Occurrence (Bodily Injury and Property Damage	$1,000,000
5. Property Damage liability insurance shall provide Explosion, Collapse and Underground coverages, where applicable.	
6. Excess or Umbrella Liability:	
a. General Aggregate:	$10,000,000
b. Each Occurrence:	$10,000,000

b. Automobile Liability

1. Combined Single Limit (Bodily Injury and Property Damage):	
Each Accident:	$1,000,000

1.3 Comprehensive General Liability insurance may be arranged under a single policy for the full Limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

1.4 Professional Liability Insurance. Design-Builder shall obtain, furnish, and maintain in full force and effect without interruption during and throughout the term of this Agreement, at its sole cost, professional liability insurance covering liability arising out of or based upon any negligent design, engineering, planning, consulting or Design Services.

1.4.1 Limitation of Liability. Design-Builder shall not be liable for any claim, damage, cost, expense or other liability not directly and solely caused by negligent acts, errors or omissions of Design-Builder. The total liability of Design-Builder under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Design-Builder's officers, directors, employees, or agents or consultants, for any claims arising out of the Agreement, shall not exceed the total amount of available insurance proceeds in response to Owner's claim. Design-Builder currently maintains an annual per claim Liability policy in the amount of $5.0 million and an aggregate insurance policy for Professional Errors and Omissions in the amount of $7.0 million.

1.5 The foregoing policies shall contain a provision that coverages afforded under the policies shall not be cancelled or expire until at least thirty (30) days written notice has been given to the Owner and shall include either a Liability endorsement covering this Agreement or an endorsement making the Owner an additional insured under the policies. Certificates of insurance showing such coverages to be in force shall be filed with the Owner prior to commencement of the Design-Builder's services.

2 Builder's Risk Insurance

2.1 The Design-Builder shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the cost of replacement of the insurable assets at the time of loss. The builder's risk policy shall insure against loss from the perils of fire and coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, or testing. The Design-Builder shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

3 Property Insurance

3.1 If the Owner occupies or uses a part or parts of the Project prior to substantial completion thereof, such occupancy shall not occur until the Owner obtains property insurance for the structure and until all insurance companies providing insurance for the Project consent to such occupancy by endorsement to the insurance policies.

4 Owner's Insurance

4.1 The Design-Builder shall be named as an additional insured in any insurance policy for the Project that may be obtained by the Owner.

Performance & Payment Bonds

Certificate of Insurance

Typical Certificate of Substantial Completion

F&V construction
Design-Build | General Contractor | Construction Manager

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: **City of Evart, Michigan**

DESIGN BUILDER: **F&V Construction**

Project: **DWP Building and Salt Storage Facilities**

Project No.: **PC0264**

This **partial/definitive** Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents:

☐ The following specified portions of the Work:

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER AND DESIGN BUILDER and found to be substantially complete. The date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of DESIGN BUILDER'S obligation to complete the Work in accordance with the Contract Documents.

_____ _____

Executed by DESIGN BUILDER Date

_____ _____

Accepted by OWNER Date

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.4400
www.fv-construction.com

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: John Beam, Chief of Police
Date: October 29, 2026
Re: Request for Proposal - Multi-Factor Authentication

For the Agenda of November 4, 2026

Background.

Last year, the Evart Police Department underwent its LEIN Audit to ensure compliance with standards established by state law, the Federal Bureau of Investigation (FBI), and the Michigan LEIN Field SeNices Unit.

One area identified as non-compliant was the lack of Multi-Factor Authentication (MFA) for users logging into department computers. At the time of the audit, the department had already developed a plan to implement MFA, which allowed us to successfully meet the audit requirements.

Since then, Teresa has researched additional MFA solutions to identify an option that meets all required standards while providing a more cost-effective solution. As part of this process, she consulted with Blackrock Technologies and the City of Big Rapids Technology Department for guidance and technical expertise.

Attached are the vendor quotes, background information regarding MFA requirements, and a comparison of the proposed solutions for review and consideration at the council meeting on June 15, 2026. At this meeting the council approved the expenditure for the Yubikeys pending positive feedback regarding the devices being compatible with our records management system. Ultimately the tokens were not purchased since nobody was willing to confirm they would work.

Since then, Teresa has received the technology requirements provided by Central Square (our records management company) which were forwarded to Blackrock Technologies. With that we have received an updated quote.

Issues & Questions Specified.

1. The department needs to start using an MFA option as soon as possible while logging onto a computer with LEIN information and access.

Alternatives.

1. There is no alternative to using an MFA option as it is required by law. However, there are different options of MFA that the department can select from.

Financial Impact.

1. Each option is expensive and some have monthly or annual fees. The option we would like to proceed with does not require a monthly or annual fee. It also doesn't require the use of a cellular device.
2. The expense of the MFA option can be paid with a surplus of funds in the Police Department's budget due to a change in staffing.

Recommendation.

Based on the information provided to Teresa by Blackrock Technologies and the City of Big Rapids Technology department, I recommend purchasing Yubi Keys for our MFA option.

Attachments.

1. *Updated quote*
2. *Email from Central Square confirming the technology requirements*
3. *Attachments from first request presented at the council meeting on June 15, 2026.*

ESTIMATE

Black Rock Technologies
6175 Jackson Rd
Ann Arbor, MI 48103

invoices@black-rock.tech
+1 (734) 338-8658

BLACK ROCK TECHNOLOGIES

City of Evart:Consulting

Bill to
City of Evart
220 S Main St
Evart, MI 49631

Ship to
City of Evart
220 S Main St
Evart, MI 49631

Estimate details
Estimate no.: 1263
Estimate date: 11/25/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Project Labor**	Install and Configure Two-Factor Authentication For Active Directory on the Domain Controller and six PC's. Initial user training.	1	$3,500.00	$3,500.00
2.	**Software**	Up to 10 users 10 YubiKey 5(A) Perpetual License	1	$1,950.00	$1,950.00

Total **$5,450.00**

Accepted date

Accepted by

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: John Beam, Chief of Police
Date: June 11, 2026
Re: Request for Proposal – Multi-Factor Authentication

For the Agenda of June 15, 2026

Background.

Last year, the Evart Police Department underwent its LEIN Audit to ensure compliance with standards established by state law, the Federal Bureau of Investigation (FBI), and the Michigan LEIN Field Services Unit.

One area identified as non-compliant was the lack of Multi-Factor Authentication (MFA) for users logging into department computers. At the time of the audit, the department had already developed a plan to implement MFA, which allowed us to successfully meet the audit requirements.

Since then, Teresa has researched additional MFA solutions to identify an option that meets all required standards while providing a more cost-effective solution. As part of this process, she consulted with Blackrock Technologies and the City of Big Rapids Technology Department for guidance and technical expertise.

Attached are the vendor quotes, background information regarding MFA requirements, and a comparison of the proposed solutions for your review and consideration.

Issues & Questions Specified.

1. The department needs to start using an MFA option as soon as possible while logging onto a computer with LEIN information and access.

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2. The expense of the MFA option can be paid with a surplus of funds in the Police Department's budget due to a change in staffing.

Recommendation.

Based on the information provided to Teresa by Blackrock Technologies and the City of Big Rapids Technology department, I recommend purchasing Yubi Keys for our MFA option.

Attachments.

1. *MFA cost comparison sheet*
2. *Quotes from Blackrock Technologies*
3. *Additional information providing a simple definition of MFA and a comparison of the quoted options*

Multi-Factor Authentication cost comparison

Yubi Keys **$3,600 (initial investment)**

- Does not require a cell phone to login
- No monthly fees
- Software is good for 5-10 years without need of upgrading or purchasing new software

Duo **$4,900 (initial investment)**

- Requires cell phone to login
- Monthly $80 - $100 monthly fee per user
- Software updates are included in the monthly fee

Microsoft Hello **$8,500 (initial investment)**

- Requires cell phone to login
- Monthly fee $150 monthly fee per user
- Software updates are included in the monthly fee

Those systems that require a cell phone to login would require that the City would have to pay each user a monthly stipend for using their personal phone. Or the City would have to provide a City owned cell phone to each user. Both would add an additional monthly fee per user of approximately $30 (for a stipend) or $30-$50 (for providing a city owned phone).

ESTIMATE

Black Rock Technologies
6175 Jackson Rd
Ann Arbor, MI 48103

invoices@black-rock.tech
+1 (734) 338-8658

BLACK ROCK TECHNOLOGIES

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Estimate details
Estimate no.: 1263
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#	Product or service	Description	Qty	Rate	Amount
1.	**Project Labor**	Install and Configure Two-Factor Authentication For Active Directory on the Domain Controller and six PC's. Initial user training.	1	$2,100.00	$2,100.00
2.	**Software**	Up to 10 users 10 YubiKey 5(A) Perpetual License	1	$1,500.00	$1,500.00

Total **$3,600.00**

Does not require cell phone to login

No monthly fees

ESTIMATE

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6175 Jackson Rd
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invoices@black-rock.tech
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BLACK ROCK TECHNOLOGIES

City of Evart:Consulting

Bill to
City of Evart
220 S Main St
Evart, MI 49631

Ship to
City of Evart
220 S Main St
Evart, MI 49631

Estimate details
Estimate no.: 1292
Estimate date: 06/11/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Project Labor**	Professional services to configure Duo MFA for up to 10 users in a local Active Directory environment, including Duo tenant setup, policy configuration, Windows logon/RDP protection, pilot testing, user enrollment support, documentation, and onsite support during deployment day. Licensing estimated separately at $80-100/mo for Duo.	1	$4,900.00	$4,900.00

Total **$4,900.00**

Accepted date

Accepted by

Requires cell Phone to log-in

ESTIMATE

Black Rock Technologies
6175 Jackson Rd
Ann Arbor, MI 48103

invoices@black-rock.tech
+1 (734) 338-8658

BLACK ROCK TECHNOLOGIES

City of Evart:Consulting

Bill to
City of Evart
220 S Main St
Evart, MI 49631

Ship to
City of Evart
220 S Main St
Evart, MI 49631

Estimate details
Estimate no.: 1291
Estimate date: 06/11/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Project Labor**	Professional services to design and deploy Windows Hello for Business for up to 10 users in a local-domain/hybrid identity environment, including readiness review, policy configuration, hybrid identity/Entra/Intune or GPO configuration, pilot testing, user enrollment support, documentation, and onsite support during deployment day. Ongoing Microsoft licenses not included - estimated at $150/mo.	1	$8,550.00	$8,550.00

Total **$8,550.00**

Accepted date

Accepted by

Requires cell phone to log-in

Simple definition

Instead of just using a password, MFA requires **two or more "factors"** to prove it's really you.

The 3 main types of factors

MFA combines different categories:

1. Something you know

- Password
- PIN
- Security question

---

2. Something you have

- Phone (text message or app)
- YubiKey or security key
- Authenticator app (like Microsoft Authenticator, Duo)

---

3. Something you are

- Fingerprint
- Face recognition
- Retina scan

Example of MFA

When you log in to your email:

1. Enter your **password** (something you know)
2. Approve a **push notification** on your phone (something you have)

👉 That's MFA.

🔍 Why MFA is important

Passwords alone are **easy to steal or guess**, but MFA adds another layer that makes attacks much harder.

Without MFA:

- Hacker needs your password → access granted ❌

With MFA:

- Hacker needs your password **and** your phone/key → much harder ✅

🧠 Real-world examples

- **Bank account login**
- **Work VPN access**
- **Microsoft 365 / Google accounts**
- **Online shopping accounts**

🔁 Common MFA methods

- ✅ Text message codes (SMS)
- ✅ Push notifications (Duo, Microsoft Authenticator)
- ✅ Authenticator app codes
- ✅ Hardware keys (YubiKey)
- ✅ Biometrics (Windows Hello, Face ID)

⚠️ Strong vs weak MFA (important)

Not all MFA is equally secure:

- 🚫 **Weaker:** SMS codes (can be intercepted)
- ☑️ **Stronger:** Authenticator apps
- 🔐 **Strongest:** Hardware keys (like YubiKey, phishing-resistant)

📝 In one sentence

MFA = using multiple ways to prove your identity, making your accounts much safer than passwords alone.

🔐 At-a-glance comparison

Feature	YubiKey	Duo (Cisco Duo)	Windows Hello
Type	Hardware security key	Cloud MFA platform	Built-in device authentication
Form factor	Physical USB/NFC key	Mobile app + cloud service	Biometrics / PIN on device
Primary use	Strong phishing-resistant MFA	Enterprise MFA + access control	Local login & device unlock
Works offline?	✅ Yes	❌ Usually requires internet	✅ Yes (local login)
Phishing-resistant	✅ Very strong	⚠️ Depends on method	✅ Good (device-bound)
Enterprise management	Limited (via policies/tools)	✅ Very strong	✅ With Intune/Azure AD
Ease of use	Plug/tap	Push notification	Face/fingerprint/PIN
Cost	~$25–$70 per key	Subscription per user	Built into Windows
Best for	High-security accounts	Organizations needing MFA everywhere	Seamless user login

🔑 1. YubiKey (Hardware Security Key)

✅ What it is

A **physical USB/NFC key** (by Yubico) used for **multi-factor or passwordless authentication**.

✅ Strengths

- **Phishing-resistant (FIDO2/WebAuthn)**
- Works without internet for some uses
- Supports many protocols:
  - FIDO2 / WebAuthn (modern passwordless)
  - OTP (one-time passwords)
  - Smart card (PIV)
- Extremely secure (private key never leaves device)

❌ Weaknesses

- Can be lost or stolen (needs backup key)
- Requires users to carry hardware
- Setup can be more complex for non-technical users

✅ Best use cases

- Admin accounts
- High-security environments (finance, IT, gov)
- Passwordless strategies

---

2. Duo (Cisco Duo MFA)

✅ What it is

A **cloud-based MFA platform** widely used in enterprises to protect apps, VPNs, and systems.

✅ Strengths

- Easy **push approvals** ("Approve login?")
- Centralized **policy control**
- Wide integrations:
  - VPNs
  - Remote desktops
  - SaaS apps (O365, Salesforce, etc.)
- Multiple auth methods:
  - Push notification
  - SMS/call
  - Hardware tokens (including YubiKey)

❌ Weaknesses

- Push MFA is **susceptible to fatigue attacks**
- Requires internet/cloud connectivity
- Subscription cost

✅ Best use cases

- Enterprises needing MFA across many apps
- Remote workforce security
- VPN and network access protection

👤 3. Windows Hello

✅ What it is

Microsoft's **device-based authentication system** using:

- Face recognition
- Fingerprint
- PIN tied to device

✅ Strengths

- Very user-friendly (instant login)
- No password required (passwordless capable)
- Credentials stay **on device (TPM-secured)**
- Works offline for device sign-in

❌ Weaknesses

- Limited to the device it's set up on
- Doesn't protect external services by itself
- Less flexible for cross-platform use

✅ Best use cases

- Everyday login to Windows PCs
- Corporate laptops with Azure AD
- Passwordless user experience

🧠 Key Differences (Important)

1. Hardware vs Software vs Platform

- **YubiKey** = physical security device
- **Duo** = authentication service/platform
- **Windows Hello** = built-in OS authentication

---

2. Scope of protection

- **YubiKey** → protects *accounts* (Google, Microsoft, etc.)
- **Duo** → protects *entire organization access*
- **Windows Hello** → protects *your device login*

---

3. Security level

- 🥇 **YubiKey** (strongest, phishing-resistant by design)
- 🥈 **Windows Hello** (device-bound, secure TPM)
- 🥉 **Duo push** (can be secure, but depends on setup)

Note: Duo can reach YubiKey-level security if configured to require **FIDO2 keys instead of push/SMS**.

---

4. User experience

- Easiest → Windows Hello
- Balanced → Duo (push approval)
- Most secure → YubiKey (but requires carrying key)

🧩 How they work together

These are **not competitors only—they're often combined**:

Common enterprise setup:

- **Windows Hello** → logs into laptop
- **Duo** → protects VPN/SaaS apps
- **YubiKey** → used for privileged or phishing-resistant MFA

✅ Which should you choose?

Choose YubiKey if:

- You need **maximum security**
- You want **phishing-resistant MFA**
- You're protecting sensitive accounts

Choose Duo if:

- You manage **many users**
- You need **central MFA control**
- You want easy integration with apps/VPN

Choose Windows Hello if:

- You want **fast, passwordless login**
- You're focused on **device security**
- You're in a **Microsoft/Azure environment**

YubiKey: Proven, easy-to-use security that's trusted by the world's leading companies

Eliminate account takeovers

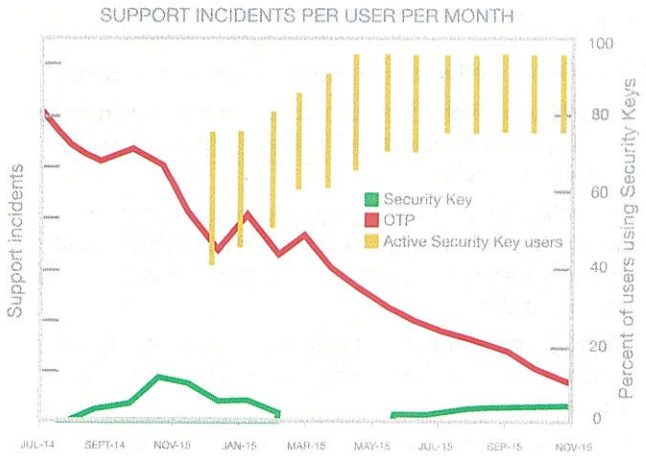
Any software downloaded on a computer or phone is vulnerable for malware and hackers. The YubiKey is based on hardware with the authentication secret stored on a separate secure chip built into the YubiKey, with no connection to the internet so it cannot be copied or stolen.

Reduce IT costs

The YubiKey dramatically reduces the number one IT support cost—password resets—which cost Microsoft over $12M per month.[2]

By switching from mobile one time passwords (OTPs) to YubiKeys, Google saw the following results.[3]

- Zero account takeovers
- 4x faster logins
- 92% fewer IT support calls



This graph illustrates how quickly Google reduced password support incidents after switching from OTP to YubiKey.[4]

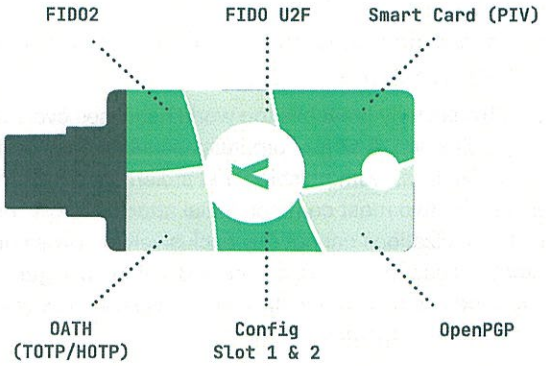
Fast and easy user experience

Users don't need to install anything and can use the YubiKey in minutes. And the YubiKey is reliable because it does not require a battery or cellular connectivity, so it's always on and accessible.

The YubiKey 5 NFC, YubiKey 5C NFC, YubiKey 5C, and YubiKey 5Ci fit conveniently on a keyring, while the YubiKey 5 Nano and YubiKey 5C Nano are designed to remain in the USB port. This ensures every YubiKey is easy to access and provides the same level of digital security.

Cost-effective global rollouts

IT can deploy YubiKeys in days, not months. A single key, through its flexible multi-protocol capabilities, can work out-of-the-box with hundreds of systems, both cloud and on-premises. This eliminates the need for costly integrations or separate devices for each system.



YubiKey capabilities: These functions are included in the YubiKey 5 NFC, YubiKey 5C NFC, YubiKey 5C, YubiKey 5 Nano, the YubiKey 5C Nano, and the YubiKey 5Ci. Technical specifications are available at yubico.com.

Trusted authentication leader

Yubico is the principal inventor of the FIDO2/WebAuthn and U2F authentication standards adopted by the FIDO Alliance and is the first company to produce the U2F security key and a multiprotocol FIDO2/WebAuthn authenticator.

YubiKeys are produced in our offices in the USA and Sweden, maintaining security and quality control over the entire manufacturing process.

WATER RESISTANT | CRUSH RESISTANT | MADE IN US & SWEDEN

Contact us
yubi.co/contact

Learn more
yubi.co/yk5

[1] IBM, 2025 Cost of a Data Breach Report
[2] "Saying Goodbye to Passwords," Alex Simons, Manini Roy, Microsoft Ignite 2017
[3] Google Research, Security Keys: Practical Cryptographic Second Factors for the Modern Web
[4] Google Research, Security Keys: Practical Cryptographic Second Factors for the Modern Web

Yubico (Nasdaq Stockholm: YUBICO) is a modern cybersecurity company on a mission to make the internet safer for everyone. As the inventor of the YubiKey, we set the gold standard for secure, simple login, stopping account takeovers with phishing-resistant, hardware-backed authentication.

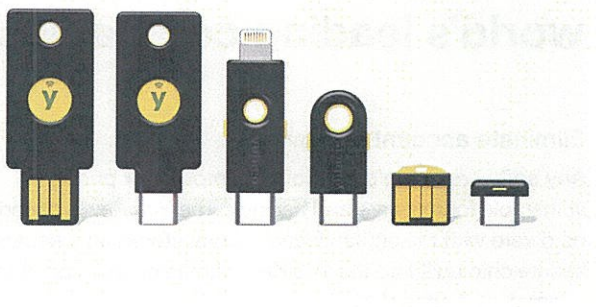
Our technology secures people in over 160 countries, delivering fast, passwordless access. Dual-headquartered in Stockholm and Santa Clara, we believe strong security should be within everyone's reach. Learn more at www.yubico.com.

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yubico

YubiKey 5 Series

The multi-protocol security key that enables passwordless



The YubiKey 5 Series–from left to right: YubiKey 5 NFC, YubiKey 5C NFC, YubiKey 5Ci, YubiKey 5C, YubiKey 5 Nano and YubiKey 5C Nano.

Relying solely on username and password security puts enterprise data at risk

Catastrophic security breaches top world headlines every day, and for good reason. A single corporate security breach costs an average of $4.44M,[1] with phishing and stolen or compromised credentials the two most common initial attack vectors. As a result, IT organizations cannot rely exclusively on passwords to protect access to corporate data. Adopting stronger employee and customer authentication is essential to avoiding risk and becoming the next target.

Phishing-resistant authentication with Smart Card/PIV and FIDO2/WebAuthn

The YubiKey 5 Series is a hardware-based authentication solution that provides superior defense against account takeovers and enables compliance. The YubiKey offers strong authentication with support for multiple protocols, including existing Smart Card/PIV, and FIDO2/WebAuthn, the new standard enabling the replacement of weak password-based authentication. With the YubiKey, security is heightened with strong hardware-based authentication using public key cryptography. And the YubiKey is easy to use, fast and reliable, and is proven at scale to significantly reduce IT costs and eliminate account takeovers.



The YubiKey 5 Series security keys deliver expanded authentication options

- **Strong Single Factor—Passwordless:** Replaces weak passwords with passwordless tap-n-go secure login.
- **Strong Two Factor—Password + Authenticator:** Adds a tap-n-go second factor for secure two factor authentication.
- **Strong Multi-Factor—Passwordless + PIN:** Combines tap-n-go authentication with a PIN, to solve high assurance requirements such as financial transactions, or submitting a prescription.

The YubiKey delivers enhanced protection at scale

The YubiKey multi-protocol support streamlines authentication for existing systems while paving the way forward to a passwordless future.

- Authentication and cryptographic protocols supported include FIDO Universal 2nd Factor (U2F), FIDO2/WebAuthn, Personal Identity Verification-compatible (PIV) Smart Card, and OpenPGP.
- Works across major operating systems including Microsoft Windows, macOS, iOS, Android, and Linux, as well as leading browsers.
- Available in a choice of form factors that enables users to connect via the USB, NFC or Lightning connector.
- The YubiKey 5C NFC offers multi-protocol capabilities with both USB-C and NFC capabilities for secure tap-n-go authentication on all the modern devices users love.
- Streamlines asset tracking and account recovery processes with enterprise attestation for custom programmed keys.
- Enforces compliance requirements and elevates security for PIN usage with the latest FIDO2 features such as Force PIN Change and Minimum PIN Length.
- Expanded storage capabilities for FIDO2 discoverable credentials and OATH one-time passwords, accommodating up to 100 passkeys and 64 OATH slots per application.

YubiKeys deployed in:

19 of top 20 technology companies*

9 of top 10 financial services companies*

8 of top 10 retail companies*

*As defined by Forbes Global 2000, excluding China-owned companies.

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: Pepper Lockhart, City Manager
Date: October 22, 2026
Re: Request for Sexton Cemetery Services

For the Agenda of November 4, 2026

Background. The city put out a request for proposal (RFP) for sexton services at Forest Hill Cemetery. The RFP was put out and due October 21 at 4pm.

Issues & Questions Specified. We only received one bid from RCB Contracting. RCB has done a fantastic job in the last several years. The city has heard from several residents/non-residents that have needed their services, and they have nothing but positive things to report.

Recommendation. My recommendation is to approve the bid from RCB Contracting, with a 3-year term.

Financial Impact. The cost would continue to come from the cemetery fund. The increase would be an additional $10,500 each year.

Attachments.

1. RCB Contracting

Locate File: G >City Council >Letters to Council

RCB Contracting Services

10-20-26

Forest Hill Cemetery-City of Evart

Cemetery Sexton and Grounds Maintenance Services Proposal

Duties to Include:

- Opening and closing of graves
- Disinterment services
- Foundations and Placement
- Footing and monument construction
- Placement of cement vaults
- Leveling and seeding all new graves
- Leveling and seeding old graves that have settled
- Assist city in locating sites at the cemetery
- Cutting grass and trimming around stones and markers. Grass will be trimmed every two weeks, at a minimum, during growing season
- Special attention to mowing will be given for Memorial Day and July 4th
- Removal of branches, saplings, vines and litter
- Replacing soil and reseeding turf
- Provide topsoil if needed, up to 4 loads per year
- Removing dead flowers from new graves, removal of winter grave blankets and other grave decorations in spring and fall
- Storm damage restoration- removal of debris
  *Large scale damage (such as straight line winds or tornado that knocks down several trees) will be on a contractual basis. Damage to buildings will be done under a separate contract between city and contractor
- Raking leaves from all sections of the cemetery in spring and fall

6649 65TH AVENUE
T 231-846-0800 E RCBCONTRACTING17@YAHOO.COM

- Snow removal as needed for the west entrance to building for winter storage
- Sand west road as needed for events
- Meet at cemetery to assist in placement in cold storage
- Fill potholes and grade roads as needed, 1 load of limestone provided for repairs per year
- General clean up, including removal of fallen limbs and brush
- Emptying all rubbish containers
- Keep cemetery garage neat and orderly

❖ **RCB Contracting currently has 7 employees available to provide sexton and ground maintenance services.**

**Burials will be done if the weather permits. Winter burials will be completed on a case-by-case basis.*

Bid Total:

1 year contract	**$60,000/yr**
2 year contract	**$59,000/yr**
3 year contract	**$58,000/yr**

***Services to be billed in equal monthly installments**

References and Current Sexton Service Clients:

Colfax Township
Contact: Julie Johanson 231-250-3164

Martiny Township
Contact: Connie Grant 231-287-8419

Osceola Township
Contact: Doug Wirth 231-342-6947

Hartwick Township
Contact: Shelley Muczynski 231-250-1548

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carly Starick	
Mid Valley Insurance 9080 Gratiot Rd Saginaw, MI 48609	PHONE (A/C, No, Ext): (989)781-3070	FAX (A/C, No): (989)781-1640
	E-MAIL ADDRESS: cstarick@midv.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Michigan Millers Mutual Insurance Company	14508
INSURED	INSURER B : Michigan Millers Mutual Insurance Company	
RCB Contracting 6649 65th Ave Evart, MI 49631	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 95972636-260311160539 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			C0547732	02/24/2026	02/24/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			L0303202	02/24/2026	02/24/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR			L0303202	02/24/2026	02/24/2027	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			W0522208	02/24/2026	02/24/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For informational purposes only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(CDS)

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AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: Chad Thompson, Director of Public Works
Date: October 22, 2026
Re: Vac Truck repair estimate

For the Agenda of November 4, 2026

Background: The vac truck's tube has worn over the years (12 years) and has small holes in the steel vacuum tube at the top portion of the truck. The truck is utilized to vacuum everything from sand, rock, sewage and water depending on the circumstance. The tube needs to be replaced.

Issues & Questions Specified:
If this is not replaced, employees will be exposed to biohazardous material while using the truck.

Financial Impact: If approved this would be paid from Equipment Pool – 661-594-930. We have collected $3857 in scrap material and that will be applied to this invoice.

Recommendation:
My recommendation would be that we move forward with making these repairs.

Attachments:
Rentix Solutions Quote

JDC IS NOW RENTIX SOLUTIONS

NORTHVILLE
777 DOHENY DR
NORTHVILLE MI 48167

SALES QUOTE

To:
EVART, CITY OF
200 S MAIN ST
EVART MI 49631

Ship To:
611 W. TENTH ST.
EVART MI 49631

INFORMATION

Quote Number:	136543	**Customer Code:**	EVAR0001
Date:	10/16/2026	**Site Code:**	_SITE1
Sales Rep:		**Contact:**	
Taken By:	MPOORE	**Phone:**	231-734-2181
		P.O. No.:	

DETAILS

Item	Description	Back Ord.	Qty.	Retail Price	Disc $	Sales Value	Tax	Line Total
V3-16585JD	GASKET 8" RUBBER	1	1	$7.00	$0.00	$7.00	$0.00	$7.00
V3-44580JD	SHOULDER SCREW 1/2X1	8	8	$6.46	$0.00	$6.46	$0.00	$51.68
V3-44581BJD	SPRING, SS 3/8X16LG	1	1	$12.75	$0.00	$12.75	$0.00	$12.75
V3-59825JD	RETAINING PL. - 110 TELE BOOM	2	2	$39.00	$0.00	$39.00	$0.00	$78.00
V3-59826AJD	AIR SEAL SEGMENT 5X5 TELE BOOM	2	2	$13.55	$0.00	$13.55	$0.00	$27.10
V3-59826JD	AIR SEAL SEGMENT-110 TELE BOOM	9	9	$20.39	$0.00	$20.39	$0.00	$183.51
V3-62031FJD	WELDMENT, INNER TUBE - 2100 PLUS W/ BUSHING	1	1	$1,059.82	$0.00	$1,059.82	$0.00	$1,059.82
V3-62033JJD	WELDMENT, OUTER TUBE - 2100 PLUS	1	1	$2,300.00	$0.00	$2,300.00	$0.00	$2,300.00
VA-62029	POLYMER OUTER BUSHING	1	1	$55.77	$0.00	$55.77	$0.00	$55.77
V3-59827CJD	SEAL RETAINER	2	2	$72.00	$0.00	$72.00	$0.00	$144.00

Sub Total:	**$3,919.63**
Tax:	**$0.00**
Total:	**$3,919.63**

Name: _____

Signature: _____ **Date:** _____

THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM

248-349-0904
AR@teamjdc.com
teamjdc.com

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: Pepper Lockhart, City Manager
Date: October 29, 2026
Re: Water Monitoring System replacement

For the Agenda of November 4, 2026

Background. The company that manages the alarm system for the well field and water towers is decommissioning the system that we currently use. This is a critical part of managing our water system. It tells us if there are any water issues with our drinking water. We received the attached quote from Kennedy Industries. We have reached out to the funder for the current SRF-Drinking Water project to see if we could use contingency funds to purchase and install a new system. That request was denied.

Issues & Questions Specified. The current system will be decommissioned on November 15th. The City Manager's limit for emergency purchases is $10,000, per resolution 2023-04 (attached.) Due to the emergency nature of this situation, I authorized this purchase and the system was installed on October 30, 2026, to ensure that our water system was able to communicate any system issues without any delay.

Recommendation. Pursuant to resolution 2023-04, I am bringing this matter to you for approval.

Financial Impact. The cost will be taken from Water Fund within the current budget.

Attachments.

1. Quote No. 0073335.1
2. Resolution 2023-04

Locate File: G >City Council >Letters to Council

KENNEDY INDUSTRIES | PUMPING-REPAIR FLOW CONTROL PROCESS AUTOMATION
As Dedicated to Our Community as We Are to Our Customers and Employees

ISO 9001:2015 CERTIFIED

QUOTATION		
DATE	NUMBER	PAGE
10/8/2026	0073335	1 of 1

BILL TO
F&V400
F&V CONSTRUCTION
2960 LUCERNE DRIVE SE
SUITE 100
GRAND RAPIDS, MI 49546
US

Accepted By: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:
COREY TURNER 616-965-8760 cturner@fveng.com

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
RFQ	CITY OF EVART, WATER PLANT, MISSION MATERIAL, WATER	JSB/JB	BEST WAY PP&ADD

QTY	DESCRIPTION

THE FOLLOWING QUOTE IS FOR THE REQUIRED HARDWARE AND LABOR TO INSTALL NEW MISSION MATERIAL AT EVART'S WATER PLANT.

NEW PARTS REQUIRED:
****
(1) MISSION MYDRO M853
(1) MISSION 850 1-YEAR SERVICE PACKAGE
(1) MISSION DIGITAL INPUT EXPANSION BOARD
(1) MISSION EXPANSION BOARD SERVICE PACKAGE
(20 FEET) MISSION ANTENNA CABLE

AFTER ONE YEAR OF SERVICE, CUSTOMER WILL BE BILLED $647.00 ($575.00 + $72.00) DIRECTLY BY MISSION FOR THE YEARLY SERVICE PACKAGE(S)

KENNEDY INDUSTRIES WILL PROVIDE (1) FIELD SERVICE TECHNICIAN ONSITE FOR THE INSTALLATION OF THE ABOVE EQUIPMENT, INCLUDING REMOVAL OF THE EXISTING SENTRY DIALER AND REPLACEMENT WITH A NEW MISSION UNIT, STARTUP, TESTING, AND VERIFICATION OF PROPER OPERATION.

WE DO NOT INCLUDE: OFF-LOADING, SITE WORK, CONCRETE, ANCHOR BOLTS, PUMPS, PIPING, VALVES, COVER/HATCHES, CONDUIT, MAIN DISCONNECT, MTS, ATS, GENERATOR, GENERATOR RECEPTACLE, CONTROL PANEL, PADLOCKS, KEYS, WITNESS/CERTIFIED TESTING, SPARE PARTS, OR ANYTHING NOT LISTED ABOVE.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.

SINCERELY,
JIM BAKOS / JOSH BRADFORD

This Quotation is subject to and incorporates by reference (i) the Master Terms and Conditions of Sale available at www.kennedyind.com/Master-TCs, and (ii) the Supplemental Seller T&Cs available at www.kennedyind.com/Supplemental-Seller-TCs.

QUOTE VALID FOR 30 DAYS. QUOTE DOES NOT INCLUDE ANY TARIFFS OR ESCALATION UNLESS NOTED ABOVE. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE. NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30, SUBJECT TO CREDIT APPROVAL.

TOTAL: $9,995.00

CITY COUNCIL

CITY OF EVART
County of Osceola, Michigan

RESOLUTION NO. 2023-04

A RESOLUTION APPROVING THE CITY MANAGER AUTHORITY TO SPEND UP TO $10,000 IN AN EMERGENCY

APPENDIX B

WHEREAS, the Evart City Council finds it necessary to allow authority to the City Manager, to provide essential services, by continuing operation of the City's business, including but not limited to, police, water, sewer, utilities services and other essential government services, without regard to time consuming procedures and formalities.

WHEREAS, it is appropriate for the City Manager, is authorized and empowered to carry out these duties as she/he deems reasonable and necessary, and to obligate funds for emergency expenditures.

WHEREAS, emergency City Manager would be able to approve up to $10,000. Emergency is defined as urgent, unexpected, and usually dangerous situation that poses an immediate action. In cases such as those that require urgent intervention to prevent a worsening of a situation.

NOW, THEREFORE, BE IT RESOLVED
By roll call vote, the Evart City Council, at its regular meeting of March 6, 2023, in order to accommodate the citizenry, in times of an emergency, and between council meetings, the City Manager has the authority to do what is in the best interest of the City of Evart.

The above resolution was offered by Member HILDEBRAND and supported by

Member MAYOR EMERICK.

YEAS: HILDEBRAND, SZELIGA, DUFFY, SCHWAB, MAYOR EMERICK

NAYS: ~~0~~

ABSENT: 0

ABSTAIN: 0

* * * * * * * * * * *

RESOLUTION DECLARED APOPTED.

Dated: 3/9/2023

Chris Emerick, Mayor

Dated: 3.9.2023

Andrea Grupido, City Clerk

CERTIFICATION

I, the undersigned duly qualified and acting Clerk of the City of Evart (the "City"), do herby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City at a regular meeting held on MARCH 6TH, 2023, the original of which is on file in my office and that public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Andrea Grupido, City Clerk

CHECK DISBURSEMENT REPORT FOR CITY OF EVART

CHECK DATE 10/20/2026 - 11/04/2026

BANK CODE: 751 - VENDOR

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
10/23/2026	751	3499(A)	OSCEOLA COUNTY TREASURER	PAYMENT IN LIEU OF TAXES	435.000	000	6,631.92
				PAYMENT IN LIEU OF TAXES	435.000	000	3,529.37
	Check 751 3499(A) Total for Fund 101 GENERAL FUND						10,161.29
11/04/2026	751	3500(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	265	284.29
				UTILITIES	921.000	301	180.82
				UTILITIES	921.000	440	50.00
				UTILITIES	921.000	441	32.85
				UTILITIES	921.000	595	208.08
				UTILITIES	921.000	448	303.05
				UTILITIES	921.000	751	695.13
				UTILITIES	921.000	567	209.11
	Check 751 3500(E) Total for Fund 101 GENERAL FUND						1,963.33
11/04/2026	751	3501(E)*#	FIRST NATIONAL BANK OF OMAHA	TRAVEL EXPENSES	860.000	301	52.00
				TRAVEL EXPENSES	860.000	301	307.96
				COMPUTERS/EQUIPMENT/IT	799.000	301	19.99
				COMPUTERS/EQUIPMENT/IT	799.000	301	37.89
				COMMUNITY POLICING FUND	746.000	301	158.84
				POSTAGE & SHIPPING	741.000	262	29.00
				POSTAGE & SHIPPING	741.000	265	136.67
				POSTAGE & SHIPPING	741.000	701	15.90
				COMMUNICATIONS	850.000	265	12.00
				OPERATING SUPPLIES	740.000	262	19.99
				OPERATING SUPPLIES	740.000	265	6.96
				OPERATING SUPPLIES	740.000	441	1.49
				OPERATING SUPPLIES	740.000	265	1.50
				OPERATING SUPPLIES	740.000	440	6.99
				MIRACLE ON MAIN ST EXPENSES	887.000	753	31.91
				OPERATING SUPPLIES	740.000	441	5.49
				SAFETY SUPPLIES	728.000	441	28.48
				OPERATING SUPPLIES	740.000	441	30.39
				OPERATING SUPPLIES	740.000	441	20.99
				OPERATING SUPPLIES	740.000	441	129.00
	Check 751 3501(E) Total for Fund 101 GENERAL FUND						1,053.44
11/04/2026	751	3503(E)*#	VERIZON WIRELESS	COMMUNICATIONS	850.000	301	77.64
				COMMUNICATIONS	850.000	265	55.03
				COMMUNICATIONS	850.000	756	65.54
	Check 751 3503(E) Total for Fund 101 GENERAL FUND						198.21
11/04/2026	751	3504(A)*#	BLACK ROCK TECHNOLOGIES LLC	COMPUTERS/EQUIPMENT/IT	799.000	301	17,456.00
				COMPUTERS/EQUIPMENT/IT	799.000	265	5,489.66
	Check 751 3504(A) Total for Fund 101 GENERAL FUND						22,945.66
11/04/2026	751	3506(A)	CENTRAL SQUARE TECHNOLOGIES, LLC.	COMPUTERS/EQUIPMENT/IT	799.000	301	382.09
11/04/2026	751	3507(A)*#	FLEIS & VANDENBRINK	PROFESSIONAL SERVICES	801.000	595	6,180.00
11/04/2026	751	3510(A)	JOHN BEAM JR.	COMMUNICATIONS	850.000	301	40.00
11/04/2026	751	3515(A)*#	MULKERNS, CHRISTINE	COMMUNICATIONS	850.000	265	13.33
11/04/2026	751	3516(A)*#	NEWSOME, LISA	COMMUNICATIONS	850.000	265	13.33

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
11/04/2026	751	3517(A)	PEPPER LOCKHART	COMMUNICATIONS	850.000	172	40.00
11/04/2026	751	3518(A)*#	POINT BROADBAND	COMMUNICATIONS	850.000	301	90.00
				COMMUNICATIONS	850.000	265	30.00
				COMMUNICATIONS	850.000	595	25.00
	Check 751 3518(A) Total for Fund 101 GENERAL FUND						145.00
11/04/2026	751	3520(A)*#	RCB CONTRACTING	PROFESSIONAL SERVICES	801.000	567	1,600.00
				PROFESSIONAL SERVICES	801.000	265	89.25
				PROFESSIONAL SERVICES	801.000	301	89.25
				PROFESSIONAL SERVICES	801.000	440	59.50
				PROFESSIONAL SERVICES	801.000	441	297.50
	Check 751 3520(A) Total for Fund 101 GENERAL FUND						2,135.50
11/04/2026	751	3522(A)	SIMS, JENNIFER	COMMUNICATIONS	850.000	253	40.00
11/04/2026	751	3523(A)*#	STANDARD INSURANCE CO.	OTHER FRINGE BENEFITS	719.000	301	150.79
				OTHER FRINGE BENEFITS	719.000	271	107.71
	Check 751 3523(A) Total for Fund 101 GENERAL FUND						258.50
11/04/2026	751	3525(A)*#	TUPPER, VICTORIA	TRAVEL EXPENSES	860.000	441	3.64
				OPERATING SUPPLIES	740.000	265	3.65
	Check 751 3525(A) Total for Fund 101 GENERAL FUND						7.29
11/04/2026	751	3526(A)*#	WILLIAMS, ERIC D.	PROFESSIONAL SERVICES	801.000	266	250.00
				Attorney Fees - Police	801.301	301	250.00
	Check 751 3526(A) Total for Fund 101 GENERAL FUND						500.00
11/04/2026	751	3527(A)*#	XEROX CORPORATION	PUBLISHING/PRINTING	900.000	265	126.89
10/23/2026	751	41128	EVART FIRE DEPARTMENT	PAYMENT IN LIEU OF TAXES	435.000	000	1,098.16
10/23/2026	751	41129	EVART PUBLIC LIBRARY	PAYMENT IN LIEU OF TAXES	435.000	000	532.65
10/23/2026	751	41130	EVART PUBLIC SCHOOLS	PAYMENT IN LIEU OF TAXES	435.000	000	11,323.40
10/23/2026	751	41131	MECOSTA OSCEOLA TRANSIT AUTHORITY	PAYMENT IN LIEU OF TAXES	435.000	000	290.11
10/23/2026	751	41132	MECOSTA-OSCEOLA INTERMEDIATE	PAYMENT IN LIEU OF TAXES	435.000	000	2,918.31
10/23/2026	751	41133	EVART FIRE DEPARTMENT	LOCAL COMMUNITY STABILIZATION SHARE	573.000	000	15,049.80
10/23/2026	751	41134	EVART PUBLIC LIBRARY	LOCAL COMMUNITY STABILIZATION SHARE	573.000	000	3,966.67
11/04/2026	751	41138	DDA-CITY OF EVART	CONTRIBUTION TO DDA	969.000	727	20,000.00
11/04/2026	751	41141*#	EARLE PRESS INC	OFFICE SUPPLIES	727.000	265	149.36
11/04/2026	751	41142*#	FASTENAL COMPANY	OPERATING SUPPLIES	740.000	441	68.89
11/04/2026	751	41143	GIB'S SUPER CITY	SAFETY SUPPLIES	728.000	441	41.94
11/04/2026	751	41144*#	PRINTING SYSTEMS	PUBLISHING/PRINTING	900.000	265	85.36
11/04/2026	751	41145	STATE OF MI STATE OF MI - MDOT	PROFESSIONAL SERVICES	801.000	448	10,201.76
Total For Fund: 101							111,930.27

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET							
11/04/2026	751	3521(A)*	RIETH-RILEY CONSTR CO INC - BR	REPAIRS AND MAINTENANCE	930.000	451	112.45
11/04/2026	751	3523(A)*#	STANDARD INSURANCE CO.	OTHER FRINGE BENEFITS	719.000	271	12.92
Total For Fund: 202							125.37
Fund: 203 LOCAL STREET							
11/04/2026	751	3521(A)*	RIETH-RILEY CONSTR CO INC - BR	REPAIRS AND MAINTENANCE	930.000	451	112.45
11/04/2026	751	3523(A)*#	STANDARD INSURANCE CO.	OTHER FRINGE BENEFITS	719.000	271	8.62
Total For Fund: 203							121.07
Fund: 590 SEWER FUND							
11/04/2026	751	3500(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	538	2,055.07
11/04/2026	751	3501(E)*#	FIRST NATIONAL BANK OF OMAHA	POSTAGE & SHIPPING	741.000	537	136.67
				COMMUNICATIONS	850.000	537	12.00
				OPERATING SUPPLIES	740.000	537	6.96
				OPERATING SUPPLIES	740.000	537	1.50
Check 751 3501(E) Total for Fund 590 SEWER FUND							157.13
11/04/2026	751	3503(E)*#	VERIZON WIRELESS	COMMUNICATIONS	850.000	537	55.03
11/04/2026	751	3504(A)*#	BLACK ROCK TECHNOLOGIES LLC	COMPUTERS/EQUIPMENT/IT	799.000	537	5,489.67
11/04/2026	751	3505(A)*#	BOYD, JOE	COMMUNICATIONS	850.000	537	20.00
11/04/2026	751	3507(A)*#	FLEIS & VANDENBRINK	PROFESSIONAL SERVICES	801.000	537	33,600.00
11/04/2026	751	3508(A)	GEORGETOWN CONSTRUCTION CO.	REPAIRS AND MAINTENANCE	930.000	539	2,916.00
11/04/2026	751	3509(A)*#	JARRETT, EDWARD	COMMUNICATIONS	850.000	537	20.00
11/04/2026	751	3511(A)*#	MARTIN, DALE	COMMUNICATIONS	850.000	537	20.00
11/04/2026	751	3512(A)	MENARDS - BIG RAPIDS	OPERATING SUPPLIES	740.000	539	62.37
11/04/2026	751	3513(A)*#	MILLER, EMILY C.	COMMUNICATIONS	850.000	537	20.00
11/04/2026	751	3514(A)*#	MUCZYNSKI, PATRICK	COMMUNICATIONS	850.000	537	20.00
11/04/2026	751	3515(A)*#	MULKERNS, CHRISTINE	COMMUNICATIONS	850.000	537	13.33
11/04/2026	751	3516(A)*#	NEWSOME, LISA	COMMUNICATIONS	850.000	537	13.33
11/04/2026	751	3518(A)*#	POINT BROADBAND	COMMUNICATIONS	850.000	537	92.50
11/04/2026	751	3520(A)*#	RCB CONTRACTING	PROFESSIONAL SERVICES	801.000	538	1,219.75
11/04/2026	751	3523(A)*#	STANDARD INSURANCE CO.	OTHER FRINGE BENEFITS	719.000	271	81.86
11/04/2026	751	3524(A)*#	THOMPSON, CHAD C.	COMMUNICATIONS	850.000	537	20.00
11/04/2026	751	3525(A)*#	TUPPER, VICTORIA	TRAVEL EXPENSES	860.000	537	3.65
11/04/2026	751	3526(A)*#	WILLIAMS, ERIC D.	PROFESSIONAL SERVICES	801.000	537	250.00
11/04/2026	751	3527(A)*#	XEROX CORPORATION	PUBLISHING/PRINTING	900.000	537	126.89
11/04/2026	751	3528(A)*#	ZINGER, ADAM	COMMUNICATIONS	850.000	537	20.00

CHECK DISBURSEMENT REPORT FOR CITY OF EVART

CHECK DATE 10/20/2026 - 11/04/2026

BANK CODE: 751 - VENDOR

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER FUND							
10/22/2026	751	41135	STATE OF MICHIGAN	PERMITS AND FEES	729.000	537	4,492.72
11/04/2026	751	41141*#	EARLE PRESS INC	OFFICE SUPPLIES	727.000	537	149.37
11/04/2026	751	41144*#	PRINTING SYSTEMS	PUBLISHING/PRINTING	900.000	537	85.36
Total For Fund: 590							51,004.03
Fund: 591 WATER FUND							
11/04/2026	751	3500(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	546	4,223.45
11/04/2026	751	3501(E)*#	FIRST NATIONAL BANK OF OMAHA	POSTAGE & SHIPPING	741.000	545	136.66
				COMMUNICATIONS	850.000	545	12.00
				OPERATING SUPPLIES	740.000	545	6.96
				OPERATING SUPPLIES	740.000	545	1.50
	Check 751 3501(E) Total for Fund 591 WATER FUND						157.12
11/04/2026	751	3503(E)*#	VERIZON WIRELESS	COMMUNICATIONS	850.000	545	55.03
11/04/2026	751	3504(A)*#	BLACK ROCK TECHNOLOGIES LLC	COMPUTERS/EQUIPMENT/IT	799.000	545	5,489.67
11/04/2026	751	3505(A)*#	BOYD, JOE	COMMUNICATIONS	850.000	545	20.00
11/04/2026	751	3507(A)*#	FLEIS & VANDENBRINK	PROFESSIONAL SERVICES	801.000	545	348.75
11/04/2026	751	3509(A)*#	JARRETT, EDWARD	COMMUNICATIONS	850.000	545	20.00
11/04/2026	751	3511(A)*#	MARTIN, DALE	COMMUNICATIONS	850.000	545	20.00
11/04/2026	751	3513(A)*#	MILLER, EMILY C.	COMMUNICATIONS	850.000	545	20.00
11/04/2026	751	3514(A)*#	MUCZYNSKI, PATRICK	COMMUNICATIONS	850.000	545	20.00
11/04/2026	751	3515(A)*#	MULKERNS, CHRISTINE	COMMUNICATIONS	850.000	545	13.34
11/04/2026	751	3516(A)*#	NEWSOME, LISA	COMMUNICATIONS	850.000	545	13.34
11/04/2026	751	3518(A)*#	POINT BROADBAND	COMMUNICATIONS	850.000	545	92.50
11/04/2026	751	3519(A)	PREIN & NEWHOF, P.C.	OUTSOURCED TESTING	730.000	546	1,200.00
11/04/2026	751	3520(A)*#	RCB CONTRACTING	PROFESSIONAL SERVICES	801.000	547	1,219.75
11/04/2026	751	3523(A)*#	STANDARD INSURANCE CO.	OTHER FRINGE BENEFITS	719.000	271	68.93
11/04/2026	751	3524(A)*#	THOMPSON, CHAD C.	COMMUNICATIONS	850.000	545	20.00
11/04/2026	751	3525(A)*#	TUPPER, VICTORIA	TRAVEL EXPENSES	860.000	545	3.65
11/04/2026	751	3526(A)*#	WILLIAMS, ERIC D.	PROFESSIONAL SERVICES	801.000	545	250.00
11/04/2026	751	3527(A)*#	XEROX CORPORATION	PUBLISHING/PRINTING	900.000	545	126.89
11/04/2026	751	3528(A)*#	ZINGER, ADAM	COMMUNICATIONS	850.000	545	20.00
11/04/2026	751	41141*#	EARLE PRESS INC	OFFICE SUPPLIES	727.000	545	149.37
11/04/2026	751	41144*#	PRINTING SYSTEMS	PUBLISHING/PRINTING	900.000	545	85.36
Total For Fund: 591							13,637.15

CHECK DISBURSEMENT REPORT FOR CITY OF EVART

CHECK DATE 10/20/2026 - 11/04/2026

BANK CODE: 751 - VENDOR

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 661 EQUIPMENT POOL FUND							
11/04/2026	751	3501(E)*#	FIRST NATIONAL BANK OF OMAHA	REPAIRS AND MAINTENANCE	930.000	594	9.09
				OPERATING SUPPLIES	740.000	594	29.98
	Check 751 3501(E) Total for Fund 661 EQUIPMENT POOL FUND						39.07
11/04/2026	751	3502(E)	O'REILLY AUTO PARTS	REPAIRS AND MAINTENANCE	930.000	594	21.89
				REPAIRS AND MAINTENANCE	930.000	594	30.45
	Check 751 3502(E) Total for Fund 661 EQUIPMENT POOL FUND						52.34
11/04/2026	751	41136	BARNETT'S AUTO REPAIR	PROFESSIONAL SERVICES	801.000	594	30.00
11/04/2026	751	41137	BIG RAPIDS TIRE	REPAIRS AND MAINTENANCE	930.000	594	550.00
				REPAIRS AND MAINTENANCE	930.000	594	60.00
	Check 751 41137 Total for Fund 661 EQUIPMENT POOL FUND						610.00
11/04/2026	751	41139	DEERE CREDIT, INC	CAPITAL OUTLAY-CAPITALIZED	970.100	594	1,315.64
11/04/2026	751	41140	DTS COUNTY LINE SERVICES, INC.	REPAIRS AND MAINTENANCE	930.000	594	852.01
				PROFESSIONAL SERVICES	801.000	594	782.00
	Check 751 41140 Total for Fund 661 EQUIPMENT POOL FUND						1,634.01
11/04/2026	751	41142*#	FASTENAL COMPANY	REPAIRS AND MAINTENANCE	930.000	594	36.00
11/04/2026	751	41146	STATE STREET OUTDOOR POWER EQUIPME	PREVENTATIVE MAINTENANCE	930.100	594	5.00
				REPAIRS AND MAINTENANCE	930.000	594	74.97
	Check 751 41146 Total for Fund 661 EQUIPMENT POOL FUND						79.97
Total For Fund: 661							3,797.03
Fund: 703 SUMMER TAX							
10/22/2026	751	3498(A)	OSCEOLA COUNTY TREASURER	DUE TO STATE EDUCATION TAX	214.221	000	178.02
				STATE ED TAX INTEREST	228.110	000	5.86
				DUE TO COUNTY	214.222	000	175.64
				DUE TO COUNTY - INTEREST	222.100	000	5.95
	Check 751 3498(A) Total for Fund 703 SUMMER TAX						365.47
10/22/2026	751	41126	CITY OF EVART	DUE TO GENL - PROPERTY TAX	214.102	000	380.52
				DUE TO GENL-ADMIN FEE	214.104	000	5.14
				INTEREST & PENALTY	214.103	000	45.34
	Check 751 41126 Total for Fund 703 SUMMER TAX						431.00
10/22/2026	751	41127	EVART PUBLIC LIBRARY	DUE TO LIBRARY	214.223	000	26.51
				DUE TO LIBRARY - INTEREST	223.100	000	2.00
	Check 751 41127 Total for Fund 703 SUMMER TAX						28.51
Total For Fund: 703							824.98
Report Total:							181,439.90

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

Evart Area Fire Board Meeting
Oct 20, 2026 4:30 PM

Pledge of Allegiance
Call Meeting to Order
Roll Call

Citizens Comments (3 Min Limit)

Amendments to and Approval of Agenda

Consent Agenda

1. Payment of the bills for September 2026
2. Treasurer's report for September 2026
3. Approval of Minutes of September 2026

Continuing Board Updates:

1. Paid Monthly Staff Update
    a. Statistics
2. Capital Improvement Plan
3. Flooding Response- Update
    a. FEMA, SBA
4. Mutual Aid Agreements
    a. Shepard Tri-township
    b. Harrison Community Fire Department
5. Emergency Response Fund - Authorization
6. Community Open Houses
    a. Open House 10-7 - Update
    b. Oct 31 - Halloween
7. Selling of Freightliner Truck

Old Business

New Business

1. Building Maintenance and Upgrades
    a.
2. Challenge Coin Purchase - Donations
3. Budget Amendments
4.

Fire Chiefs Report

Department Update

- House Burn Oct 17th -Completed
-

Citizens Comment (3 Min Limit)

Next Meeting – November 17th @ 430pm

Adjournment

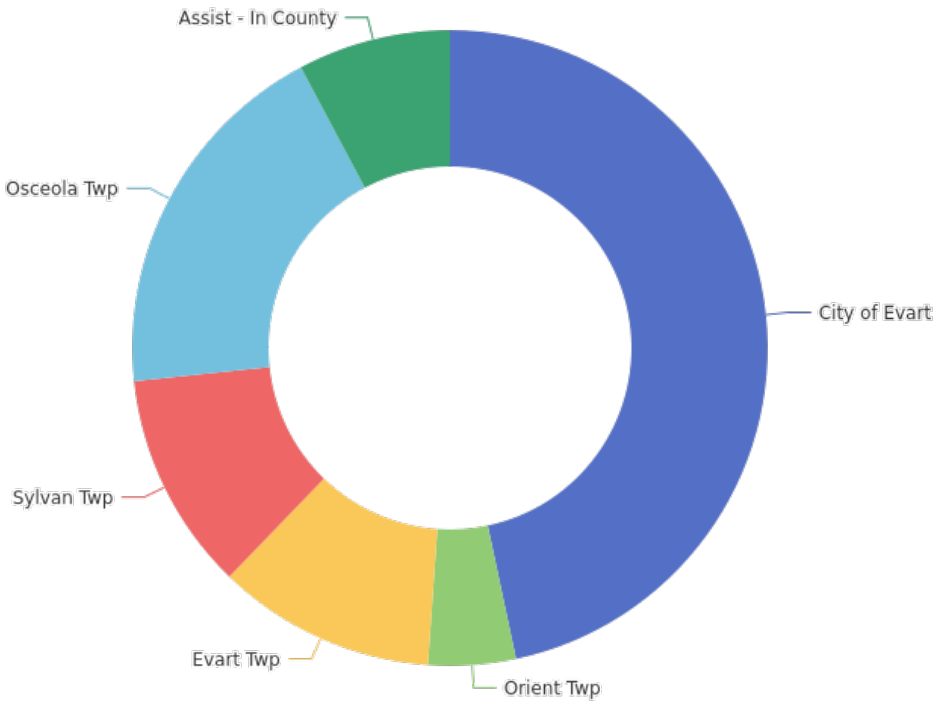
REVENUE AND EXPENDITURE REPORT FOR CITY OF EVART

Balance As Of 10/31/2026

GL Number	Description	26-27 Amended Budget	YTD Balance 10/31/2026 Normal (Abnormal)	Activity For 10/31/2026 Increase (Decrease)	Available Balance 10/31/2026 Normal (Abnormal)	% Bdgt Used
Fund: 206 FIRE FUND						
Account Category: Revenues						
Department: 000 728						
206-000-540.000	STATE GRANTS	4,999.00	4,810.00	0.00	189.00	96.22
206-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	12,000.00	0.00	0.00	12,000.00	0.00
206-000-584.000	SYLVAN TOWNSHIP	104,730.00	0.00	0.00	104,730.00	0.00
206-000-584.150	ORIENT TOWNSHIP	79,127.00	0.00	0.00	79,127.00	0.00
206-000-584.151	OSCEOLA TOWNSHIP	66,878.00	0.00	0.00	66,878.00	0.00
206-000-584.152	EVART TOWNSHIP	149,477.00	0.00	0.00	149,477.00	0.00
206-000-584.153	CITY OF EVART	82,538.00	4.00	0.00	82,534.00	0.00
206-000-665.000	INTEREST-REVENUE	8,000.00	9,530.52	0.00	(1,530.52)	119.13
206-000-681.000	MISCELLANEOUS REVENUE	6,500.00	3,740.00	0.00	2,760.00	57.54
206-000-687.000	REFUNDS-REVENUE	5,000.00	128.48	0.00	4,871.52	2.57
Total Dept 000 - 728		519,249.00	18,213.00	0.00	501,036.00	3.51
Revenues		519,249.00	18,213.00	0.00	501,036.00	3.51
Account Category: Expenditures						
Department: 271 FRINGE BENEFITS						
206-271-714.000	MEDICARE	3,000.00	564.09	127.77	2,435.91	18.80
206-271-715.000	SOCIAL SECURITY	8,000.00	2,411.99	546.34	5,588.01	30.15
206-271-719.000	LIFE INSURANCE	3,000.00	1,695.00	0.00	1,305.00	56.50
206-271-724.000	WORKMENS COMPENSATION	5,000.00	2,673.00	0.00	2,327.00	53.46
206-271-832.000	LIABILITY INSURANCE	25,000.00	3,009.19	0.00	21,990.81	12.04
Total Dept 271 - FRINGE BENEFITS		44,000.00	10,353.27	674.11	33,646.73	23.53
Department: 336 FIRE DEPARTMENT OPERATIONS						
206-336-740.000	OPERATING SUPPLIES	6,500.00	1,083.66	0.00	5,416.34	16.67
206-336-801.000	PROFESSIONAL SERVICES	8,500.00	30,582.23	29,352.41	(22,082.23)	359.79
206-336-921.001	UTILITIES - WASTE MANAGEMENT	4,000.00	1,745.73	73.39	2,254.27	43.64
206-336-921.002	UTILITIES-WATER/SEWER	8,800.00	1,987.56	0.00	6,812.44	22.59
206-336-921.003	UTILITIES-NATURAL GAS	5,500.00	206.06	0.00	5,293.94	3.75
206-336-921.004	UTILITIES-ELECTRIC	6,500.00	1,443.13	0.00	5,056.87	22.20
206-336-930.000	REPAIRS AND MAINTENANCE	30,000.00	13,131.32	10,882.69	16,868.68	43.77
206-336-955.000	MISCELLANEOUS EXPENSE	7,500.00	2,336.03	76.48	5,163.97	31.15
206-336-970.000	CAPITAL OUTLAY-NON CAPITALIZED	20,000.00	6,311.52	548.12	13,688.48	31.56
206-336-970.100	CAPITAL OUTLAY-CAPITALIZED	135,000.00	14,334.51	0.00	120,665.49	10.62
Total Dept 336 - FIRE DEPARTMENT OPERATIONS		232,300.00	73,161.75	40,933.09	159,138.25	31.49
Department: 337 FIRE DEPARTMENT ADMINISTRATION						
206-337-702.000	SALARIES	18,850.00	9,350.00	1,087.50	9,500.00	49.60
206-337-706.000	WAGES - HOURLY	95,000.00	29,553.26	7,724.75	65,446.74	31.11
206-337-727.000	OFFICE SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00
206-337-741.000	POSTAGE & SHIPPING	1,200.00	0.00	0.00	1,200.00	0.00
206-337-801.000	PROFESSIONAL SERVICES	7,500.00	0.00	0.00	7,500.00	0.00
206-337-803.000	AUDIT PROFESSIONAL SERVICES	7,800.00	0.00	0.00	7,800.00	0.00
206-337-840.000	PHYSICALS/DRUG TESTING	1,500.00	0.00	0.00	1,500.00	0.00
206-337-850.001	COMMUNICATIONS-RADIO	3,500.00	0.00	0.00	3,500.00	0.00
206-337-850.002	COMMUNICATIONS-PHONE/INTERNET	5,000.00	1,424.14	84.00	3,575.86	28.48
206-337-861.000	GAS AND OIL	18,500.00	3,733.85	25.59	14,766.15	20.18
206-337-900.000	PUBLISHING/PRINTING	2,000.00	583.81	0.00	1,416.19	29.19
206-337-957.000	EDUCATION AND TRAINING	8,000.00	160.00	0.00	7,840.00	2.00
206-337-960.000	MEMBERSHIP AND DUES	15,000.00	13,810.13	0.00	1,189.87	92.07

GL Number	Description	26-27 Amended Budget	YTD Balance 10/31/2026 Normal (Abnormal)	Activity For 10/31/2026 Increase (Decrease)	Available Balance 10/31/2026 Normal (Abnormal)	% Bdgt Used
Fund: 206 FIRE FUND						
Account Category: Expenditures						
Department: 337 FIRE DEPARTMENT ADMINISTRATION						
	Total Dept 337 - FIRE DEPARTMENT ADMINISTRATION	185,350.00	58,615.19	8,921.84	126,734.81	31.62
Department: 338 FIRE PROTECTION						
206-338-801.206	FIRE DEPT LEGAL SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
	Total Dept 338 - FIRE PROTECTION	5,000.00	0.00	0.00	5,000.00	0.00
Department: 346 COMMUNITY/EXPLORERS						
206-346-740.000	COMM OPERATING SUPPLIES	4,500.00	4,029.73	0.00	470.27	89.55
	Total Dept 346 - COMMUNITY/EXPLORERS	4,500.00	4,029.73	0.00	470.27	89.55
Department: 347 RESCUE/MEDICAL FIRST RESPONDERS						
206-347-801.000	PROFESSIONAL SERVICES	2,500.00	1,053.59	207.55	1,446.41	42.14
	Total Dept 347 - RESCUE/MEDICAL FIRST RESPONDERS	2,500.00	1,053.59	207.55	1,446.41	42.14
	Expenditures	473,650.00	147,213.53	50,736.59	326,436.47	31.08
Fund 206 - FIRE FUND:						
TOTAL REVENUES		519,249.00	18,213.00	0.00	501,036.00	3.51
TOTAL EXPENDITURES		473,650.00	147,213.53	50,736.59	326,436.47	31.08
NET OF REVENUES & EXPENDITURES:		45,599.00	(129,000.53)	(50,736.59)	174,599.53	

FDR-IR: Incident Count by Response Zone



RESPONSE ZONE	INCIDENT COUNT	PERCENT OF TOTAL
City of Evart	42	46.67%
Orient Twp	4	4.44%
Evart Twp	10	11.11%
Sylvan Twp	10	11.11%
Osceola Twp	17	18.89%
Assist - In County	7	7.78%
Total	**90**	**100.00%**