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
Monday, November 16, 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 – *November 4, 2026*
   - **B.** Regular Council Minutes – *November 4, 2026*
   - **C.** Fire Board Meeting Minutes – October 2026
   - **D.** Vendor's List $50,725.74
7. **Unfinished Business**
   - **E.** DPW Engineering
   - **F.** Multi Factor Identification
8. **New Business**
   - **G.** Capital Improvement Plan
   - **H.** Resolution 2026- MEDC Authorization
   - **I.** Resolution 2026- Section 504 Compliance
   - **J.** Health Insurance
   - **K.** K9 Program
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**

DRAFT

12. Finance Director Report/Comment
M. Monthly Report

13. Department of Public Works Report/Comment
N. Monthly Report

14. Police Department Report/Comment
O. FYI – 2026 Active Shooter Preparedness Program

15. Fire Department Report/Comment

16. Housing Commission Report/Comment

17. Downtown Development Authority Report/Comment

18. Evart Public Library

19. City Manager Report/Comment
P. Monthly Report
Q. FYI- Park Concepts

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

21. Adjournment

DRAFT

***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
November 4, 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, Tina Young

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, Downtown Development Director Todd Bruggema

Guests: Jason Chumkra, Lorie Robinson, Christy Lang, Diane Carlson, Gary Terrill, Teresa Swift-Eckert

New Business

Multi-Factor Identification Discussion

At a regular meeting on June 15, 2026, the council approved the expenditure for the YubiKeys pending positive feedback on whether they were compatible with Central Square (the records management system). No confirmation was ever received on this, so the tokens were not purchased. Since then, Teresa has received the necessary technology requirements provided by Central Square. These requirements were forwarded to Blackrock Technologies and an updated quote was given. The department needs to start using an MFA option as soon as possible to fulfill the requirements of the LEIN audit. The council already approved the cost from the original quote, and the difference will be pulled from the surplus of the full-time officer salary budget line and not from the General Fund. Council question the validity of the new quotes because they state the same thing and the date is wrong. Chief and Teresa will provide corrected quotes at the next meeting.

DPW Engineering

The preliminary design of a new DPW Garage and Salt Barn will need to be completed if the letter of intent is selected to move forward with the Rural Development Fund Grant Program. The City Council did a designation of $500,000 from the General Fund to go towards a potential building. A proposal has been submitted by Fleis & Vandenbrink for the design, bid phase, and value engineering services. Fulton asks if the design-builders fee is industry standard. Carlson questions if that fee is negotiable. The City Attorney has reviewed the proposal and has no objections.

Sexton Bid

An RFP was put out for sexton services and the City received one bid from RCB Contracting. The new contract price is an additional $10,500/year from his previous contract. The new contract would be for a full year rather then the current contract term of April 1 – October 1, so that is the explanation for the increase. Randy has been a great sexton and the City has received many compliments on the cemetery grounds and his services.

_____

Andrea Grupido, City Clerk

CITY OF EVART
REGULAR COUNCIL MEETING
October 5, 2026 @ 6:30PM
Community Room at the Depot, 200 S. Main Street

Mayor Elkins called the meeting to order at 6:30pm, then led the assembly in the Pledge of Allegiance.

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

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

***Guests*:** Gary Terrill, Teresa Swift-Eckert, Diane Carlson, Jason Chumkra, Lorie Robinson, Christy Lang

Citizen's Comments: *none*

***Approval of Agenda*:** Motion by Fulton to approve the agenda with the removal of item **J.** *Capital Improvement Plan.* Second by Szeliga. Motion passed with all in favor.

***Approval of Consent Agenda*:**
A. Pre-Council Minutes – *October 19, 2026*
B. Regular Council Minutes – *October 19, 2026*
C. Vendor's List - $181,439.90
Motion by Mayor Elkins to approve the consent agenda as presented. Second by Carlson. Motion passed with all in favor.

Unfinished Business
D. *LSL Ordinance 2026-02*
Motion by Fulton to approve Ordinance 2026-02 Mandating the Replacement of Lead Service Lines. Second by Carlson. Roll call vote as follows: Young – yes, Szeliga – yes, Carlson – yes, Fulton – yes, Mayor Elkins – yes. Motion passed with all in favor.

New Business
E. *DPW Engineering – Discussion Only*
Council requests this item be placed on the next agenda.
F. *Multi-Factor Identification – Discussion Only*
Chief Beam and Teresa will provide Council with an updated and more detailed quote at the next meeting.
G. *Sexton Bid*
Motion by Carlson to approve the sexton bid from RCB Contracting for a 3-year term in the amount of $58,000/year. Second by Young. Motion passed with all in favor. Motion passed with all in favor.
H. *Boom Replacement for Vac Truck*
Motion by Carlson to approve the repair cost for the Vac Truck in the amount of $3,919.63. Second by Fulton. Motion passed with all in favor.
I. *Water Monitoring System Replacement*
Motion by Young to approve the Water Monitoring System Replacement in the amount of $9,995.00. Second by Carlson. Motion passed with all in favor.
J. ~~*Capital Improvement Plan*~~
K. *City Manager Evaluation*
Lockhart thanks the Council members for their feedback and expresses her gratefulness for the opportunity to still be serving the City of Evart. Szeliga admits that she was hesitant to hire Lockhart but is happy to admit that Lockhart has proved to be an excellent City Manager.

***Department/Informational Reports*:**
L. *Accounts Payable Report (10/20/2026 – 11/4/2026)*

DRAFT

***City Attorney Report/Comment*:**
There is another round of PFAS settlement claims that the City of Evart may be eligible for. A message was received from the State Tax Commission stating the decision is still on hold.
***City Clerk Report/Comment*:**
The election was very busy. Early Voting went well and Grupido is thankful to have worked with the other townships for the convenience and benefit of our residents.
***Finance Director Report/Comment*:**
***Department of Public Works Report/Comment*:**
***Police Department Report/Comment*:**
Fire Department Report/Comment:
M. *Fire Department Meeting Agenda Oct.2026*
N. *Fire Department Revenue and Expense Report*
O. *Fire Department Incident Report*
Evart Housing Commission:
***Downtown Development Authority Report/Comment*:**
December 10th is the Jake Slater dinner concert at the Fairgrounds from 5pm-8pm. Tickets are on sale now, $15/adult and $10/for children 12 and under. December 12th is the Miracle on Main Street event. Parade will be at 3:30pm.
Evart Public Library:
City Manager Report/Comment:
There is an offer outstanding for the Park Host position, will update when their decision is made. Lockhart is working on an updated project list now that so many are being completed. Another grant is being explored for a boat to use at the wastewater treatment plant.

Citizen's Comments: *none*

Motion by Young to adjourn. Second by Carlson. Motion passed with all in favor. The meeting was adjourned at 7:40pm.

_____
Andrea Grupido, City Clerk

DRAFT

Evart Area Joint Fire Department
Fire Board Meeting
October 20, 2026 @ 4:30PM

PLEDGE OF ALLEGIANCE

Meeting called to order by Chairman Hammer at 4:30pm

ROLL CALL: PRESENT – Sherri Bancroft – Osceola Twp, Ted Wojcik – Sylvan Twp, Matt Tiedt – Orient Twp, Gary Hammer – Evart Twp, Gary Terrill – City of Evart.
GUESTS: Shane Helmer, Travis Douglas, Angie Cushman

CITIZENS COMMENTS: Sylvan Twp inquired about Orient Twp Board member Matt Tiedt, he introduced himself to the board. Sylvan Twp wanted to let us know that the CPR training done at the Faith Bible Church, all comments were very positive and was stated hands down the best training they have ever had.

MOTION BY SYLVAN TWP, 2ND BY OSCEOLA TWP, to approve the agenda as written. MOTION PASSED.

MOTION BY CITY OF EVART 2ND BY SYLVAN TWP, to approve the consent agenda, with approval of the payment of bills, treasurer report, and September 15, 2026, meeting minutes. MOTION PASSED.

Savings Account Regular Share (S-00) **$5.07**
Checking – **Current Budget** (S-01) **$89,988.58**
High Yield Savings **– Future Budget** (S-20) **$17,154.11**
High Yield Savings **– Current Savings** (S-21) **$14,885.70**

MI CLASS **GENERAL** – $313,755.99
MI CLASS **SPECIAL PROJECTS** – $216,212.64
MI CLASS **FUTURE BUDGET YEAR** – $65.15
MI CLASS ’**26 – ‘27 BUDGET YEAR** - $421,462.20
GRAND TOTAL: $1,073,529.44

BOARD UPDATES:

1. **PAID MONTHLY STAFF UPDATE:** 96% coverage, 90 calls for the month of September. Staffing continues to be beneficial with quick response times.

    a. **Statistics – in the drive**

2. **CAPITAL IMPROVEMENT:** Discussion was held about the fund balance, and knowing our plan is in place, and we are staying with it.

3. **FLOOD RESPONSE:** All payments have been paid out with this meeting checks. FEMA has paid out the 75% @ $96,000.

4. **MUTUAL AID AGREEMENTS:** Still waiting on them.

    A. Shepherd Tri-Township

    B. Harrison Community Fire Department

5. **EMERGENCY RESPONSE FUND:** Emergency Management is working on this, because the county is working on doing the same thing, so when he has the authorization, it will be brought to the board.

6. **COMMUNITY OPEN HOUSE:**

    A. Open house 10/7: Had about 75-80 visitors, and everyone enjoyed using the equipment, trying out CPR, and enjoyed seeing the department and apparatus.

    B. Halloween 10/31: Expecting around 1,200 people to again come through the hall, currently 9 tables are spoken for to be set up in the bay to hand out candy and greet the trick or treaters and public.

7. **SELLING OF FREIGHTLINER TRUCK:** No responses or any bids.

OLD BUSINESS: NONE

NEW BUSINESS

1. **BUILDING MAINTENANCE AND UPGRADES: Shane** stated that the salt prices for this year have gone up considerably, and that RCB Contracting will be doing it again this year.

2. CHALLENGE COIN PURCHASE: Shane stated that he would like to purchase a Department Challenge Coin for the purpose of

giving out to things like the training burn, and community involvement. He is asking to purchase 200 coins for $1,312.

MOTION BY OSCEOLA TWP, 2ND BY SYLVAN TWP to purchase 200 Evart Fire Department challenge coins for $1,312.
OSCEOLA TWP - YES
SYLVAN TWP - YES
EVART TWP - YES
CITY OF EVART - YES
ORIENT TWP – YES
MOTION PASSED.

3. **BUDGET AMENDMENTS:** Shane stated that the amendments were made in the August meeting, and Jennie just got them completed, and needed to have Sherri sign the amendment.

FIRE CHIEF REPORT

Garfield township was asking when we would be replacing Brush 1 because they are interested in purchasing it. Sylvan townships ask to table this until November meeting. Shane will look at options and get back to the board in November.

House burn on 80th ave went very well. Homeowner was very impressed with all the professionalism, and the great community involvement we provided.

Audit is complete, and there is a survey to be completed by the board and Shane, he will complete it and send it out to the Auditors. If there are any issues with what is returned, Shane will bring it to the November meeting.

Insurance is up and renewed and went down. Last year's total was $20,972 and the current one is $20,594. Deductibles went up and were the only changes that were made.

City of Evart is doing water line replacements, and our dept is scheduled to have ours done next week. They will bore under cement, and hopefully not have to dig up much cement to replacement. They will not know until they get in and see what needs to be replaced, they will be replacing lead lines and making the inside potable water.

CITIZENS COMMENTS: None

NEXT MEETING – NOVEMBER 17, 2026 @ 4:30PM

MOTION BY SYLVAN TWP, 2ND BY CITY OF EVART, to adjourn the meeting at 5:23pm MOTION PASSED.

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

Angela Cushman
Administrative Assistant
Evart Area Joint Fire Department.

CHECK REGISTER FOR CITY OF EVART

CHECK DATE 11/05/2026 - 11/16/2026

BANK CODE: 751 - VENDOR

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 751 VENDOR					
11/05/2026	751	3529(A)	1730	SCOTLAND OIL COMPANY, INC.	2,138.25
11/12/2026	751	3530(A)	0229	OSCEOLA COUNTY TREASURER	335.66
11/12/2026	751	41148	0028	CITY OF EVART	367.90
11/12/2026	751	41149	0653	EVART PUBLIC LIBRARY	24.69
11/12/2026	751	41150	0051	EVART FIRE DEPARTMENT	3.87
11/12/2026	751	41151	0653	EVART PUBLIC LIBRARY	0.99
11/16/2026	751	3531(E)	316	CAMPSPOT	83.09
11/16/2026	751	3532(E)	0024	CONSUMERS ENERGY	2,626.94
11/16/2026	751	3533(E)	1043	LINGO	645.69
11/16/2026	751	3534(E)	620	STATE OF MICHIGAN	800.41
11/16/2026	751	3535(E)	620	STATE OF MICHIGAN	188.98
11/16/2026	751	3536(E)	620	STATE OF MICHIGAN	1,778.72
11/16/2026	751	3537(A)	328	CHARTER COMMUNICATIONS	14.63
11/16/2026	751	3538(A)	1241	DORNBOS SIGN & SAFETY INC.	12.79
11/16/2026	751	3539(A)	921	DRUG SCREEN PLUS	47.00
11/16/2026	751	3540(A)	1025	FILE SAFE, INC	123.25
11/16/2026	751	3541(A)	1039	JACK DOHENY COMPANIES, INC	3,919.63
11/16/2026	751	3542(A)	1439	MENARDS - BIG RAPIDS	462.78
11/16/2026	751	3543(A)	60	MY MICHIGAN HEALTH	90.00
11/16/2026	751	3544(A)	0255	PIONEER GROUP/MI MEDIA GROUP	695.96
11/16/2026	751	3545(A)	1806	REPUBLIC SERVICES #239	12,918.55
11/16/2026	751	3546(A)	0129	SMITH LUMBER CO	198.76
11/16/2026	751	3547(A)	2300	TELNET WORLDWIDE	218.47
11/16/2026	751	3548(A)	2300	TELNET WORLDWIDE	203.19
11/16/2026	751	3549(A)	1600	TRACE ANALYTICAL LABORATORIES	262.44
11/16/2026	751	3550(A)	677	UNIFIRST CORPORATION	136.58
11/16/2026	751	3551(A)	0740	USA BLUE BOOK	693.58
11/16/2026	751	3552(A)	2303	WILLIAMS, ERIC D.	4,387.50
11/16/2026	751	3553(A)	1803	XEROX CORPORATION	63.75
11/16/2026	751	41152	1182	BARNETT'S AUTO REPAIR	30.00
11/16/2026	751	41153	1583	BIG RAPIDS TIRE	300.00
11/16/2026	751	41154	0576	DTE ENERGY	379.61
11/16/2026	751	41155	1766	EVART PARTS PLUS	887.75
11/16/2026	751	41156	1211	FASTENAL COMPANY	134.70
11/16/2026	751	41157	95	HALLAHAN & ASSOCIATES, P.C.	183.60
11/16/2026	751	41158	329	KENNEDY INDUSTRIES, INC.	9,995.00
11/16/2026	751	41159	50	LANG MECHANICAL, LLC	725.00
11/16/2026	751	41160	439	LERMA	150.00
11/16/2026	751	41161	19	OSCEOLA COUNTY BUILDING DEPT	500.00
11/16/2026	751	41162	1453	RITE CHOICE HEATING, INC.	2,577.60
11/16/2026	751	41163	634	SPECTRUM PRINTERS, INC.	950.00
11/16/2026	751	41164	116	TRACTOR SUPPLY CREDIT PLAN	65.93
11/16/2026	751	41165	1115	UNIVERSAL RENT-IT-ALL	402.50
751 TOTALS:					
Total of 43 Checks:					50,725.74
Less 0 Void Checks:					0.00
Total of 43 Disbursements:					50,725.74

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: Pepper Lockhart, City Manager
Date: ~~October 26, 2026~~ November 12, 2026
Re: Rural Development Fund - DPW Garage and Salt Barn Project

For the Agenda of November 16, 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.

On October 26, council asked me to bring back options to the next meeting.
Our options would include:

1. USDA Loan/Grant funds. This would typically be mostly loan. USDA would require us to get documentation of other credit availability at that time.
2. Pay Cash from the general, water sewer fund balances
3. Apply for Congressionally Directed spending/appropriations that would also include 25% from the municipality. This would be approximately $575,000.

For USDA to help fund we would need plans to apply. We would also need plans for a bank to loan this type of funds.

F&V's Design-Builders Fee is negotiable (Article 6.2.1 of DBIA)

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
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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~~ November 12, 2026
Re: Multi-Factor Authentication

For the Agenda of November 16, 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 from 11-11-26*
2. *Email from Central Square confirming the technology requirements*

ESTIMATE

Black Rock Technologies
6175 Jackson Rd
Ann Arbor, MI 48103

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

BLKRK | 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: 11/05/2026

#	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 YubiKey 5 NFC FIPS (140-3) USB-A tokens have TOTP, FIDO2, U2F, and smart card functionality. Perpetual License	1	$1,950.00	$1,950.00

Total **$5,450.00**

Accepted date

Accepted by

Teresa Swift

From: Jon Siedlik <jon@black-rock.tech>

Sent: Thursday, November 5, 2026 9:42 AM

To: Teresa Swift

Subject: Re: Yubi Keys Quote

it'd be about $160 for a replacement, and usually within a week or two.



JON SIEDLIK

MANAGING DIRECTOR

BLKRK | BLACK ROCK TECHNOLOGIES

734.338.8658 | JON@BLACK-ROCK.TECH

6175 JACKSON RD, ANN ARBOR, MI 48103

WWW.BLACK-ROCK.TECH

Book a meeting with us | Book a Support Session

Review us on ★ Trustpilot

From: Teresa Swift <teresa.swift.eckert@evart.org>
Sent: Thursday, November 5, 2026 9:40 AM
To: Jon Siedlik <jon@black-rock.tech>
Subject: RE: Yubi Keys Quote

Fantastic! Wow thanks for getting back to me so quick.
One more question. If someone breaks their key – how much is it to replace it and how long would it take to get a new one?
Please and thank you.
Teresa

From: Jon Siedlik <jon@black-rock.tech>
Sent: Thursday, November 5, 2026 9:34 AM
To: Teresa Swift <teresa.swift.eckert@evart.org>
Subject: Re: Yubi Keys Quote

No worries, I get it

The new keys are FIPS 140-3 compliant and are more expensive, and we have a few more labor hours for the integration.

We know that all CJIS is pushing FIPS 140-3 compliant devices as of September 2026, so we are planning for the future by going with the upgraded keys.



JON SIEDLIK
MANAGING DIRECTOR

BLKRK | BLACK ROCK TECHNOLOGIES
734.338.8658 | JON@BLACK-ROCK.TECH
6175 JACKSON RD, ANN ARBOR, MI 48103
WWW.BLACK-ROCK.TECH

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From: Teresa Swift <teresa.swift.eckert@evart.org>
Sent: Thursday, November 5, 2026 8:24 AM
To: Jon Siedlik <jon@black-rock.tech>
Subject: Yubi Keys Quote

Hi Jon,
I brought the new quote to council and they want to know what constitutes the difference in price between the original quote and the new one. And could you change the wording to include the ToTp on the new one? They would also like the new quote to have a recent date instead of 11/25 of last year.

Teresa

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: Pepper Lockhart, City Manager
Date: November 10, 2026
Re: Capital Improvement Plan
For the Agenda of November 16, 2026

Background. Todd and I have been working on the Redevelopment Ready Community (RRC) Essentials certified designation. We have completed several items and one of the major items that is left is updating our capital improvement plan. We received a grant from the Michigan Infrastructure Office Technical Assistance Center (MIOTAC) to update the current plan. We have been working with Fleis & Vandenbrink to complete this.

Issues & Questions Specified. The Capital Improvement Plan has been reviewed by the Planning Commission and is being recommended for approval to the City Council. The DPW Director and myself have met with the engineers to identify projects that are a high cost and a priority according to the strategic plans & goals of the council.

Alternatives.
1. Not approve.

Financial Impact. We received a grant so there is no cost to the city.

Attachments.
1. 2024-2030 Capital Improvement Plan
2. 2026-2032 Capital Improvement Plan

Locate File: G >City Council >Letters to Council

CITY OF EVART MICHIGAN

CAPITAL IMPROVEMENT PROGRAM

FY 2024-2030

June 2024
861750

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

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INTRODUCTION

Pursuant to the Municipal Planning Commission Act - Public Act 285 of 1931, the Planning Commission of a municipality shall make and adopt a six-year (Capital Improvement Program) program to carry out its long-range planning objectives. The City of Evart Planning Commission will be adopting its program this year for fiscal years 2024 through 2030.

Commencing with this program year, the City Administration procedurally reviews and updates the six-year Capital Improvement Program (CIP) annually. This is timed to correlate directly with the annual Capital Improvement Fund Budget process.

Briefly stated, the objectives of a CIP Program are as follows:

To develop a long range (six year) program in which physical projects are planned, prioritized and implemented in an orderly manner;

To coordinate the capital related projects of the various City departments, boards and commissions to ensure an appropriate distribution of capital improvement funds with regards to the needs of the City and the fiscal ability of the City to undertake the requested projects;

To assist the City Manager and City Council in the determination of project requests and funding sources regarding short and long-range plans; and

To coordinate the demands and requests for Capital Improvement Funds with the planning needs of the City so that an appropriate prioritized system of funding can be programmed over increments of six years.

EXPLANATION OF CAPITAL IMPROVEMENT TERMS

Capital Improvements: Projects that result in the acquisition, addition, updating, or development of physical facilities.

A capital improvement may also include contractual or bonded indebtedness payments related to fixed assets, or any major expenditure for physical development, which generally falls into one of the following categories:

1) Land and non-structural improvements
2) New structures
3) Major repairs - $5,000 or more
4) Major replacements - $5,000 or more
5) Non-motorized equipment - $5,000 or more

Additionally, capital improvements are generally defined as the following:

a) New and expanded physical facilities for the community which are relatively large in size, expensive and permanent.

b) Large scale rehabilitation or replacement of existing facilities.

c) Major pieces of equipment which has a direct relationship to the function of a physical facility, and which are relatively expensive and of long life.

d) Purchase of equipment for any public improvements when first erected or acquired that are to be financed in whole or in part from bond funds.

e) The cost of engineering and architectural studies and surveys relative to an anticipated improvement.

Capital Improvement Program: Capital Improvement Programming is the preparation and updating of a recommended schedule of public works and related equipment to be built or purchased during the next six years. To be effective, the City's Capital Improvement Program will cover the City's entire range of public facility and service requirements. In the City's Capital Improvement Program, all future projects are listed in order of construction priority together with cost estimates and the anticipated means of financing for each project.

A six-year Capital Improvement Programming period is generally considered to be most suitable. A two- or three-year time period is too short for effective programming because planning and financing of major projects usually take a longer period of time. Conversely, a period of seven or more years may project the program too far into the future to be of practical value. A capital improvement budget is the first year of a Capital Improvement

Program.

Capital Improvement Budget: While the Capital Improvement Program is a proposed spending schedule for six years, the Capital Budget is legal authorization to spend, during the coming fiscal year, funds from City sources and from Federal and State Grants.

The City's Capital Budget is distinct from the Operating Budget. The Operating Budget authorizes the expenditures, on a one-year basis, of funds for employee salaries, fringe benefits, and the purchase of services, supplies and the like. It also includes the payment of principal and interest on the bonds issued to support past Capital Budget projects. Since effective City services depend on the timely combination of manpower, supplies and capital facilities, serious effort is devoted in the budgetary process to coordinating the Capital and Operating Budgets.

Appropriation: Money appropriated by the City Council for capital improvement projects to be implemented during the budget year. It includes amendments made during the fiscal year to the originally approved capital budget appropriations.

Program Adoption and Amendment Procedures: The Planning Commission must act within 60 days from receipt of the proposed Capital Improvement Program or it shall be deemed approved. The Planning Commission shall annually prepare such a Capital Improvement Plan for the ensuing six years, which program shall show those public structures and improvements, in the general order of their priority, which in the Planning Commission's judgment will be needed or desirable and can be undertaken within the six-year period.

In the event of a proposed change or amendment of an adopted Capital Improvement Program and/or Project, said Program or Project must be submitted to the City Planning Commission for amendment consideration. Should the Planning Commission deny the requested amendment, the legislative body may overturn said denial by a two-thirds vote.

METHODOLOGY

The projects listed in this document were compiled by the City Administration from the submissions and requests of the various Departments and Divisions of the City. The procedures for the preparation of the 2024-2030 Capital Improvement Program were:

A) Initiation:

A communication from the City Manager was transmitted to all City Department Heads, as well as to select board and commission chairpersons, enlisting their support and cooperation.

B) Analysis of Past Results:

As part of preparing the 2024-2030 CIP, the City reviewed the results achieved over the past few years with each department in order to get an accurate account of past priorities, expenditures and completed projects during the previous year.

C) Information Gathering:

Review of future capital improvement proposals consisted of systematically analyzing the input from the various City Departments. The use of "Capital Improvement Project Summary and Description Sheets" provided a brief written description of each Capital Improvement Project recommended for funding over the next six years by fiscal year. Each project Summary and Description Sheet also provided a departmental listing of proposed capital improvement projects with proposed priority and related cost estimates and funding source identification.

D) Prioritizing:

After the gathering of the Summary and Description Sheets and a complete analysis of the impact of the various projects proposed by each Department, a priority for each project was identified. The criteria used for the evaluation of each Capital Improvement Project by the City Administration consisted of the following:

1) Is the proposed project already in process due to its inclusion in the current budget year? Is the project under construction, under contract, and is there a continuing debt obligation payable?

2) Is the project mandated by law or court action?

3) Is there a relationship between the proposed project and the City Council's "Goals and Objectives"?

4) Is alternative funding available? Is funding available through other sources, or is funding available through land contract or bonding to minimize annual cost requirement?

5) Does the proposed project generate revenue for the general fund and/or other funds? This item should be determined based upon an annual forecast and the schedule of revenues should be designated by the appropriate fund.

6) Does the proposed project result in the use of supplementary funds for 'leverage', using matching funds with other funding sources.

E) Review Procedures:

The review procedures associated with the Capital Improvement Program consisted principally of the following:

1) After receiving all proposed project data and priorities from each Department, the information was evaluated, reviewed, amended and approved by the City Manager.

2) The Capital Improvement Program was then submitted by the City Manager to the City of Evart Planning Commission for their review and approval. In accordance with the State Law, the City's Planning Commission must take action regarding the review and approval of said document within 60 days after submission or it is deemed approved.

In summary, the above information details the thought process and procedures used to compile the administration's proposed Capital Improvement Program and Budget. Upon receipt of this proposal, the Planning Commission and, subsequently, the City Commission must review, amend if necessary, and adopt both the program and budget so that implementation can commence.

City of Evart
Capital Improvement Plan
2024-2030
Summary of Expenditures by Category

Category	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Total
Water	$ 1,014,000.00	$ 2,603,000.00	$ 1,686,000.00	$ 1,681,000.00	$ 1,890,000.00	$ 749,000.00	$ 9,623,000.00
Wastewater	$ 53,000.00	$ 286,000.00	$ 1,608,000.00	$ 4,545,000.00	$ 239,000.00	$ 641,000.00	$ 7,372,000.00
Storm Sewer	$ 5,000.00	$ 20,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 45,000.00
Local Street	$ 363,470.00	$ 353,632.00	$ 356,693.00	$ 127,560.00	$ 39,653.00	$ 10,338.00	$ 1,251,346.00
Major Street	$ 224,420.00	$ 182,960.00	$ 98,837.00	$ 264,073.00	$ 167,200.00	$ 113,467.00	$ 1,050,957.00
Parks & Rec	$ 300,000.00	$ 600,000.00	$ -	$ 2,500,000.00	$ 400,000.00	$ 2,000,000.00	$ 5,800,000.00
Buildings	$ -	$ -	$ 6,000,000.00	$ -	$ -	$ -	$ 6,000,000.00
DPW Equipment	$ 65,000.00	$ 190,000.00	$ -	$ 225,000.00	$ -	$ -	$ 480,000.00
General Equipment	$ 21,000.00	$ 49,000.00	$ 19,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 104,000.00
Vehicles	$ 60,000.00	$ 100,000.00	$ 65,000.00	$ -	$ -	$ 260,000.00	$ 485,000.00
Total Expenditures	**$ 2,105,890.00**	**$ 4,384,592.00**	**$ 9,838,530.00**	**$ 9,352,633.00**	**$ 2,745,853.00**	**$ 3,783,805.00**	**$ 32,211,303.00**

City of Evart
Capital Improvement Plan
2024-2030
Project Summary

Category:	**Water**

	FISCAL YEAR							
Project Title	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**Total**	**Funding Source**
US-10 Watermain Replacement	$ 1,014,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,014,000.00	Grant/Water Fund
Jefferson Street Watermain Replacement	$ -	$ -	$ 1,048,000.00	$ -	$ -	$ -	$ 1,048,000.00	Grant/Water Fund
Cedar Street Watermain Replacement	$ -	$ 1,965,000.00	$ -	$ -	$ -	$ -	$ 1,965,000.00	Grant/Water Fund
Recreation Ave Watermain Replacement	$ -	$ -	$ -	$ 641,000.00	$ -	$ -	$ 641,000.00	Grant/Water Fund
5th Street Watermain Replacement	$ -	$ -	$ -	$ -	$ 796,000.00	$ -	$ 796,000.00	Grant/Water Fund
3rd Street Watermain Replacement	$ -	$ -	$ -	$ 402,000.00	$ -	$ -	$ 402,000.00	Grant/Water Fund
4th Street Watermain Replacement	$ -	$ -	$ -	$ -	$ 456,000.00	$ -	$ 456,000.00	Grant/Water Fund
7th Street Watermain Replacement	$ -	$ -	$ -	$ -	$ -	$ 111,000.00	$ 111,000.00	Grant/Water Fund
Lead Service Line Replacement	$ -	$ 638,000.00	$ 638,000.00	$ 638,000.00	$ 638,000.00	$ 638,000.00	$ 3,190,000.00	Grant/Water Fund
Totals	**$ 1,014,000.00**	**$ 2,603,000.00**	**$ 1,686,000.00**	**$ 1,681,000.00**	**$ 1,890,000.00**	**$ 749,000.00**	**$ 9,623,000.00**	

City of Evart
Capital Improvement Plan
2024-2030
Project Summary

Category:	**Sewer**

	FISCAL YEAR							
Project Title	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**Total**	**Funding Source**
Gravity Sewer Replacements	$ -	$ -	$ 1,608,000.00	$ 1,608,000.00	$ -	$ -	$ 3,216,000.00	Sewer Fund/Grant
Lift Station Telemetry	$ 53,000.00	$ -	$ -	$ -	$ -	$ -	$ 53,000.00	Sewer Fund/Grant
Aerated Lagoon Biosolids Removal	$ -	$ -	$ -	$ 63,000.00	$ -	$ -	$ 63,000.00	Sewer Fund/Grant
Aerated Lagoon Liner Replacement	$ -	$ -	$ -	$ 1,409,000.00	$ -	$ -	$ 1,409,000.00	Sewer Fund/Grant
Diffused Aeration System	$ -	$ -	$ -	$ 1,465,000.00	$ -	$ -	$ 1,465,000.00	Sewer Fund/Grant
WWTP Gates & Valves Replacement	$ -	$ -	$ -	$ -	$ 202,000.00	$ -	$ 202,000.00	Sewer Fund/Grant
Ferric Chloride System Replacements	$ -	$ -	$ -	$ -	$ 37,000.00	$ -	$ 37,000.00	Sewer Fund/Grant
WWTP Site Fencing	$ -	$ 286,000.00	$ -	$ -	$ -	$ -	$ 286,000.00	Sewer Fund/Grant
Lift Station Influent Screening	$ -	$ -	$ -	$ -	$ -	$ 641,000.00	$ 641,000.00	Sewer Fund/Grant
Totals	**$ 53,000.00**	**$ 286,000.00**	**$ 1,608,000.00**	**$ 4,545,000.00**	**$ 239,000.00**	**$ 641,000.00**	**$ 7,372,000.00**	

City of Evart
Capital Improvement Plan
2024-2030
Project Summary

Category: Storm Sewer

	FISCAL YEAR							
Project Title	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**Total**	**Funding Source**
Storm Sewer Televising	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	Sewer Fund
French Drain Connection	$ -	$ 15,000.00	$ -	$ -	$ -	$ -	$ 15,000.00	Sewer Fund
Total Revenues	**$ 5,000.00**	**$ 20,000.00**	**$ 5,000.00**	**$ 5,000.00**	**$ 5,000.00**	**$ 5,000.00**	**$ 45,000.00**	

City of Evart
Capital Improvement Plan
2024-2030
Project Summary

Category:	**Local Streets**

	FISCAL YEAR							
Project Title	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**Total**	**Funding Source**
Jason Ct Paving	$ -	$ -	$ -	$ -	$ 2,833.00	$ -	$ 2,833.00	LSF
Washington St Paving	$ -	$ -	$ -	$ -	$ -	$ 10,338.00	$ 10,338.00	LSF
1st St Paving	$ -	$ 70,298.00	$ -	$ -	$ -	$ -	$ 70,298.00	LSF
2nd St Paving	$ -	$ -	$ 67,365.00	$ -	$ -	$ -	$ 67,365.00	LSF
3rd St Paving	$ -	$ 72,627.00	$ -	$ -	$ -	$ -	$ 72,627.00	LSF
4th St Paving	$ -	$ -	$ 71,398.00	$ -	$ -	$ -	$ 71,398.00	LSF
6th St Paving	$ -	$ -	$ 47,100.00	$ -	$ -	$ -	$ 47,100.00	LSF
Cedar St Paving	$ 143,970.00	$ -	$ -	$ -	$ -	$ -	$ 143,970.00	LSF
Cherry St Paving	$ 219,500.00	$ -	$ -	$ -	$ -	$ -	$ 219,500.00	LSF
Hemlock St Paving	$ -	$ -	$ 127,080.00	$ -	$ -	$ -	$ 127,080.00	LSF
Pine St Paving	$ -	$ 210,707.00	$ -	$ -	$ -	$ -	$ 210,707.00	LSF
S Oak St Paving	$ -	$ -	$ 19,990.00	$ -	$ -	$ -	$ 19,990.00	LSF
S River St Paving	$ -	$ -	$ 23,760.00	$ -	$ -	$ -	$ 23,760.00	LSF
E 8th St Paving	$ -	$ -	$ -	$ 2,760.00	$ -	$ -	$ 2,760.00	LSF
9th St Paving	$ -	$ -	$ -	$ 38,400.00	$ -	$ -	$ 38,400	LSF
10th St Paving	$ -	$ -	$ -	$ 43,440.00	$ -	$ -	$ 43,440.00	LSF
11th St Paving	$ -	$ -	$ -	$ 35,160.00	$ -	$ -	$ 35,160.00	LSF
12th St Paving	$ -	$ -	$ -	$ 7,800.00	$ -	$ -	$ 7,800.00	LSF
Fair St Paving	$ -	$ -	$ -	$ -	$ 36,820.00	$ -	$ 36,820.00	LSF
Totals	**$ 363,470.00**	**$ 353,632.00**	**$ 356,693.00**	**$ 127,560.00**	**$ 39,653.00**	**$ 10,338.00**	**$ 1,251,346.00**	

City of Evart
Capital Improvement Plan
2024-2030
Project Summary

Category:	**Major Streets**

	FISCAL YEAR							
Project Title	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**Total**	**Funding Source**
Evart St Paving	$ -	$ -	$ 47,157.00	$ -	$ -	$ -	$ 47,157.00	MSF
High St Paving	$ 59,953.00	$ -	$ -	$ -	$ -	$ -	$ 59,953.00	MSF
Jefferson St Paving	$ -	$ -	$ 9,600.00	$ -	$ -	$ -	$ 9,600.00	MSF
Main St Paving	$ -	$ -	$ -	$ 229,803.00	$ -	$ -	$ 229,803.00	MSF
River St Paving	$ 164,467.00	$ -	$ -	$ -	$ -	$ -	$ 164,467.00	MSF
Oak St Paving	$ -	$ 96,177.00	$ -	$ -	$ -	$ -	$ 96,177.00	MSF
8th St Paving	$ -	$ -	$ -	$ 11,160.00	$ -	$ -	$ 11,160.00	MSF
Railroad Ave Paving	$ -	$ -	$ -	$ 23,110.00	$ -	$ -	$ 23,110.00	MSF
Lauman Rd (95th Ave) Paving	$ -	$ -	$ -	$ -	$ -	$ 113,467.00	$ 113,467.00	MSF
100th Ave Paving	$ -	$ -	$ -	$ -	$ 71,720.00	$ -	$ 71,720.00	MSF
Industrial Dr Paving	$ -	$ -	$ -	$ -	$ 95,480.00	$ -	$ 95,480.00	MSF
5th St Paving	$ -	$ 86,783.00	$ -	$ -	$ -	$ -	$ 86,783.00	MSF
Recreation Ave Paving	$ -	$ -	$ 42,080.00	$ -	$ -	$ -	$ 42,080.00	MSF
Totals	**$ 224,420.00**	**$ 182,960.00**	**$ 98,837.00**	**$ 264,073.00**	**$ 167,200.00**	**$ 113,467.00**	**$ 1,050,957.00**	

City of Evart
Capital Improvement Plan
2024-2030
Project Summary

Category: Parks and Rec

	FISCAL YEAR							
Project Title	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**Total**	**Funding Source**
Riverside Park Improvements	$ -	$ 600,000.00	$ -	$ -	$ -	$ -	$ 600,000.00	Multiple
Pickleball Courts	$ 300,000.00	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	DNR
Trailway Improvements	$ -	$ -	$ -	$ -	$ 400,000.00	$ -	$ 400,000.00	Multiple
Riverside Park Pedestrian Bridge	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ 2,000,000.00	TBD
Farmer's Market Structure	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ -	$ 2,500,000.00	Multiple
Skate Park Improvements	$ -	$ -	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00	Multiple
Frisbee Golf	$ -	$ -	$ 30,000.00	$ -	$ -	$ -	$ 30,000.00	Multiple
Totals	**$ 300,000.00**	**$ 600,000.00**	**$ -**	**$ 2,500,000.00**	**$ 400,000.00**	**$ 2,000,000.00**	**$ 5,800,000.00**	

City of Evart
Capital Improvement Plan
2024-2030
Project Summary

Category:	**Buildings**

FISCAL YEAR

Project Title	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Total	Funding Source
New City Hall & Police Department	$ -	$ -	$ 6,000,000.00	$ -	$ -	$ -	$ 6,000,000.00	Multiple Possible
Total Revenues	**$ -**	**$ -**	**$ 6,000,000.00**	**$ -**	**$ -**	**$ -**	**$ 6,000,000.00**	

City of Evart
Capital Improvement Plan
2024-2030
Project Summary

Category: DPW Equipment

	FISCAL YEAR							
Project Title	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**Total**	**Funding Source**
DPW Lawn Mower	$ -	$ 110,000.00	$ -	$ -	$ -	$ -	$ 110,000.00	General Fund
Lift Station Backup Generators	$ -	$ -	$ -	$ 225,000.00	$ -	$ -	$ 225,000.00	Sewer Fund/Grant
Lift Station Lighting Upgrades	$ 65,000.00	$ -	$ -	$ -	$ -	$ -	$ 65,000.00	Sewer Fund/Grant
Water Tower Generators	$ -	$ 80,000.00	$ -	$ -	$ -	$ -	$ 80,000.00	Water Fund
Totals	**$ 65,000.00**	**$ 190,000.00**	**$ -**	**$ 225,000.00**	**$ -**	**$ -**	**$ 480,000.00**	

City of Evart
Capital Improvement Plan
2024-2030
Project Summary

Category:	**General Equipment**

	FISCAL YEAR							
Project Title	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**Total**	**Funding Source**
Computers & IT Equipment	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	General Fund
EV Chargers	$ -	$ -	$ 14,000.00	$ -	$ -	$ -	$ 14,000.00	General Fund
HVAC Replacement	$ 16,000.00	$ -	$ -	$ -	$ -	$ -	$ 16,000.00	General Fund
Exterior Doors & Windows	$ -	$ 44,000.00	$ -	$ -	$ -	$ -	$ 44,000.00	General Fund
Totals	**$ 21,000.00**	**$ 49,000.00**	**$ 19,000.00**	**$ 5,000.00**	**$ 5,000.00**	**$ 5,000.00**	**$ 104,000.00**	

City of Evart
Capital Improvement Plan
2024-2030
Project Summary

Category:	**Vehicles**

	FISCAL YEAR							
Project Title	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**Total**	**Funding Source**
Police Cruiser	$ 60,000.00	$ -	$ 65,000.00	$ -	$ -	$ -	$ 125,000.00	General Fund
DPW Truck	$ -	$ 100,000.00	$ -	$ -	$ -	$ -	$ 100,000.00	General Fund
Plow Truck	$ -	$ -	$ -	$ -	$ -	$ 240,000.00	$ 240,000.00	General Fund
Airport Courtesy Car	$ -	$ -	$ -	$ -	$ -	$ 20,000.00	$ 20,000.00	General Fund
Totals	**$ 60,000.00**	**$ 100,000.00**	**$ 65,000.00**	**$ -**	**$ -**	**$ 260,000.00**	**$ 485,000.00**	

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Water	Project Title:	US-10 Watermain Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace approximately 2,100 feet of watermain beneath US-10, between Fair St to west of Twin Creek.

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Grant	$ 507,000.00	$ -	$ -	$ -	$ -	$ -
Loan	$ 507,000.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 1,014,000.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Water	Project Title:	Jefferson Street Watermain Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace approximately 2,125 feet of watermain beneath road, between N Ceder to N River. Road has existing overlay (2023) knowing that the watermain needs work beneath.

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Grant	$ -	$ -	$ 524,000.00	$ -	$ -	$ -
Loan	$ -	$ -	$ 524,000.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 1,048,000.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Water	Project Title:	Cedar Street Watermain Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	High		

Project Description:
Replace approximately 3,150 feet of watermain beneath road, between Jefferson St to 6th St.

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Grant	$ -	$ 982,500.00	$ -	$ -	$ -	$ -
Loan	$ -	$ 982,500.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 1,965,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Water	Project Title:	Recreation Ave Watermain Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace approximately 1,400 feet of watermain beneath road, between US-10 to the north side of the fairgrounds.

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Grant	$ -	$ -	$ -	$ 320,500.00	$ -	$ -
Loan	$ -	$ -	$ -	$ 320,500.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 641,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Water	Project Title:	5th Street Watermain Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace approximately 1,800 feet of watermain beneath road, between Recreation Ave to Cherry St.

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Grant	$ -	$ -	$ -	$ -	$ 398,000.00	$ -
Loan	$ -	$ -	$ -	$ -	$ 398,000.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 796,000.00	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Water	Project Title:	3rd Street Watermain Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace approximately 750 feet of watermain beneath road. between Oak st and Pine St.

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Grant	$ -	$ -	$ -	$ 201,000.00	$ -	$ -
Loan	$ -	$ -	$ -	$ 201,000.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 402,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Water	Project Title:	4th Street Watermain Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace approximately 725 feet of watermain beneath road between Oak st and Pine St.

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Grant	$ -	$ -	$ -	$ -	$ 228,000.00	$ -
Loan	$ -	$ -	$ -	$ -	$ 228,000.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 456,000.00	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Water	Project Title:	7th Street Watermain Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace approximately 375 feet of watermain beneath road between Main to River St.

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Grant	$ -	$ -	$ -	$ -	$ -	$ 55,500.00
Loan	$ -	$ -	$ -	$ -	$ -	$ 55,500.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 111,000.00

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Water	Project Title:	Lead Service Line Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace all known lead service lines suspected of containing or being connected to lead material. Approximately 319.

Project Justification
Improve health and safety. Compliance with EGLE's Lead and Copper Rule.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Grant	$ -	$ 319,000.00	$ 319,000.00	$ 319,000.00	$ 319,000.00	$ 319,000.00
Loan	$ -	$ 319,000.00	$ 319,000.00	$ 319,000.00	$ 319,000.00	$ 319,000.00
Total Cost	$ -	$ 638,000.00	$ 638,000.00	$ 638,000.00	$ 638,000.00	$ 638,000.00

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Wastewater	Project Title:	Gravity Sewer Replacements
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Replacement of 3,100 linear feet of aged and collapsed collection sanitary sewer gravity mains which typically consist of 8" and 10" diameter clay pipe. Construct 3,900 linear feet of new sanitary sewer main that will serve existing residents of the community.

Project Justification
Deficiencies noted in 2019 AMP.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Sewer Fund	$ -	$ -	$ 1,608,000.00	$ 1,608,000.00		$ -
Total Cost	$ -	$ -	$ 1,608,000.00	$ 1,608,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Wastewater	Project Title:	Lift Station Telemetry
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Telemetry at all four (4) pump stations. Telemetry will include remote monitoring communication equipment.

Project Justification
Outdated communication system. Reliable communication of pump station conditions will allow the City to effectively operate and maintain the system.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund	$ 53,000.00	$ -	$ -	$ -		$ -
Total Cost	$ 53,000.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Wastewater	Project Title:	Aerated Lagoon Biosolids Removal
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Remove biosolids from the two aerated lagoons.

Project Justification
Biosolids remove is necessary to facilitate additional improvements.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund		$ -	$ -	$ 63,000.00		$ -
Total Cost	$ -	$ -	$ -	$ 63,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Wastewater	Project Title:	Aerated Lagoon Liner Replacement
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Replace the existing liner with a new two-layer liner system.

Project Justification
Bring the lagoons up to the current standard.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund		$ -	$ -	$ 1,409,000.00		$ -
Total Cost	$ -	$ -	$ -	$ 1,409,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Wastewater	Project Title:	Diffused Aeration System
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Removing the existing mechanical surface aerators, and install new fine bubble diffusers and blowers. A new blower building would be constructed, and an air header would supply air from the blowers to the diffusers. New electrical gear and controls would also be included with the diffused aeration package.

Project Justification
Improve the efficiency of the lagoon's biological process.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund	$ -	$ -	$ -	$ 1,465,000.00		$ -
Total Cost	$ -	$ -	$ -	$ 1,465,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Wastewater	Project Title:	WWTP Gates & Valves Replacement
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Replace various slide gates and gate valves throughout the facility.

Project Justification
Increase reliability and operational flexibility.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund		$ -	$ -	$ -	$ 202,000.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 202,000.00	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Wastewater	Project Title:	Ferric Chloride System Replacements
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
New chemical feed pumps, associated piping, valves, and controls.

Project Justification
Replacement of the equipment will allow for redundancy in the system and increased operator control and monitoring of the chemical application rates.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund		$ -	$ -	$ -	$ 37,000.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 37,000.00	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Wastewater	Project Title:	WWTP Site Fencing
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Improvements to approximately 1,800 feet of chain link fence around the lagoons and 5,000 feet around the entire WWTF.

Project Justification
Fencing will completely enclose the facility and improve the site security.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund	$ -	$ 286,000.00	$ -	$ -		$ -
Total Cost	$ -	$ 286,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Wastewater	Project Title:	Lift Station Influent Screening
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
A new mechanical influent screen, designed to remove inorganic debris from the wastewater.

Project Justification
Remove debris to improve operations at the WWTF

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund		$ -	$ -	$ -	$ -	$ 641,000.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 641,000.00

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Storm Sewer	Project Title:	Storm Sewer Televising
Project Category:	Storm Sewer	Start Date:	
Project Location:	TBD	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
CCTV and inspect storm sewer as needed.

Project Justification
Maintenance

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
Total Cost	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Storm Sewer	Project Title:	French Drain Connection
Project Category:	Storm Sewer	Start Date:	
Project Location:	TBD	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:

Connect French drain by school to system.

Project Justification

Decrease flooding and required maintenance

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Sewer Fund	$ -	$ 15,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 15,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	Jason Ct Paving
Project Category:	Local Streets	Start Date:	Month 2028
Project Location:	Jason Ct	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
Sealcoat

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ -	$ 2,833.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 2,833.00	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	Washington St Paving
Project Category:	Local Streets	Start Date:	June 2029
Project Location:	Washington St	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
Sealcoat

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ -	$ -	$ 10,338.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 10,338.00

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	1st St Paving
Project Category:	Local Streets	Start Date:	July 2025
Project Location:	1st St	Overall Priority:	High
Departmental Priority:	High		

Project Description:
Crush and shape along 2 blocks, 2" Overlay along 3 blocks, Chip & Seal w/Fog Seal for 1 block

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ 70,298.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 70,298.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	2nd St Paving
Project Category:	Local Streets	Start Date:	July 2026
Project Location:	2nd St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
Crush and shape along 3 blocks, 2" Overlay along 1 block, Chip & Seal w/Fog Seal for 2 blocks

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ 67,365.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 67,365.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	3rd St Paving
Project Category:	Local Streets	Start Date:	July 2025
Project Location:	3rd Street	Overall Priority:	High
Departmental Priority:	High		

Project Description:
Crush and shape along 1 block, 2" Overlay along 5 blocks

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ 72,627.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 72,627.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	4th St Paving
Project Category:	Local Streets	Start Date:	July 2026
Project Location:	4th St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
Crush and shape along 2 blocks, 1.5" Overlay along 3 blocks, Sealcoat for 1 block

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ 71,398.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 71,398.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	6th St Paving
Project Category:	Local Streets	Start Date:	July 2026
Project Location:	6th St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
2" Overlay along 3 blocks, 1.5" Overlay along 1 block, Sealcoat for 1 block, No action for 1 block.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ 47,100.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 47,100.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	Cedar St Paving
Project Category:	Local Streets	Start Date:	July 2024
Project Location:	Cedar St	Overall Priority:	High
Departmental Priority:	High		

Project Description:
2" Overlay along 6 Blocks, 1.5" Overlay along 2 blocks

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ 143,970.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 143,970.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	Cherry St Paving
Project Category:	Local Streets	Start Date:	July 2024
Project Location:	Cherry St	Overall Priority:	High
Departmental Priority:	High		

Project Description:
2" Overlay along 9 Blocks, 1.5" Overlay along 1 block, Chrush and shape 1 block

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ 219,500.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 219,500.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	Hemlock St Paving
Project Category:	Local Streets	Start Date:	July 2026
Project Location:	Hemlock St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
2" Overlay along 7 Blocks, Chip & Seal w/ Fogseal along 1 block, 2 blocks w/ No Action. Does not include block of school parking which would require chip and fog seal at $12,400.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ 127,080.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 127,080.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	Pine St Paving
Project Category:	Local Streets	Start Date:	July 2025
Project Location:	Pine St	Overall Priority:	High
Departmental Priority:	High		

Project Description:
2" Overlay along 10 blocks, 1.5" Overlay along 2 blocks, Sealcoat for 1 block.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ 210,707.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 210,707.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	S Oak St Paving
Project Category:	Local Streets	Start Date:	July 2026
Project Location:	S Oak St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
Chip & Seal w/ fogseal along 2 blocks, Sealcoat along 1 block, No action for 1 block.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ 19,990.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 19,990.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	S River St Paving
Project Category:	Local Streets	Start Date:	July 2026
Project Location:	S River St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
1.5" Overlay along 1 block, Chip & Seal w/ fogseal along 1 block

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ 23,760.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 23,760.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	E 8th St Paving
Project Category:	Local Streets	Start Date:	June 2027
Project Location:	E 8th St	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
Sealcoat 1 Block

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ 2,760.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 2,760.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	9th St Paving
Project Category:	Local Streets	Start Date:	June 2027
Project Location:	9th St	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 2 blocks, 1.5" Overlay along 2 blocks

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ 38,400.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 38,400.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	10th St Paving
Project Category:	Local Streets	Start Date:	June 2027
Project Location:	10th St	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 3 blocks, Chip & Seal w/ fogseal along 1 block. Sealcoat along 1 block.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ 43,440.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 43,440.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	11th St Paving
Project Category:	Local Streets	Start Date:	June 2027
Project Location:	11th St	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 2 blocks, 1.5" Overlay along 1 block, Sealcoat along 1 block.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ 35,160.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 35,160.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	12th St Paving
Project Category:	Local Streets	Start Date:	June 2027
Project Location:	12th St	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
1.5" Overlay along 1 block.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ 7,800.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 7,800.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Local Streets	Project Title:	Fair St Paving
Project Category:	Local Streets	Start Date:	June 2028
Project Location:	Fair St	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 1 block.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ -	$ 36,820.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 36,820.00	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	Evart St Paving
Project Category:	Major Streets	Start Date:	June 2026
Project Location:	Evart St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
2" Overlay along 1 block

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ 47,157.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 47,157.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	High St Paving
Project Category:	Major Streets	Start Date:	June 2024
Project Location:	High St	Overall Priority:	High
Departmental Priority:	High		

Project Description:
2" Overlay along 1 block

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ 59,953.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 59,953.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	Jefferson St Paving
Project Category:	Major Streets	Start Date:	June 2026
Project Location:	Jefferson St	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
2" Overlay along 1 block. 6 blocks no action. Misleading because future sewer work would require full paving.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ 9,600.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 9,600.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	Main St Paving
Project Category:	Major Streets	Start Date:	June 2027
Project Location:	Main St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
2" Overlay along 4 blocks, 1.5" Overlay along 3 blocks, Sealcoat along 3 blocks, Chip & Seal w/ Fogseal along 4 blocks. No action along 1 block.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ 229,803.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 229,803.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	River St Paving
Project Category:	Major Streets	Start Date:	June 2024
Project Location:	River St	Overall Priority:	High
Departmental Priority:	High		

Project Description:
2" Overlay along 4 blocks, 1.5" Overlay along 4 blocks. 1 Block No action.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ 164,467.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 164,467.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	Oak St Paving
Project Category:	Major Streets	Start Date:	June 2025
Project Location:	Oak St	Overall Priority:	Medium
Departmental Priority:	High		

Project Description:
2" Overlay along 5 blocks, 1.5" Overlay along 2 blocks, Sealcoat along 2 blocks.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ 96,177.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 96,177.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	8th St Paving
Project Category:	Major Streets	Start Date:	June 2027
Project Location:	8th St	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 1 block

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ 11,160.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 11,160.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	Railroad Ave Paving
Project Category:	Major Streets	Start Date:	June 2027
Project Location:	Railroad Ave	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
1.5" Overlay along 2 blocks, No action along 1 block.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ 23,110.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 23,110.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	Lauman Rd (95th Ave) Paving
Project Category:	Major Streets	Start Date:	July 2029
Project Location:	Lauman Rd (95th Ave)	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 1 Block. Pricing is misleading because only the southern most segment of the long block is in disrepair.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ -	$ -	$ 113,467.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 113,467.00

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	100th Ave Paving
Project Category:	Major Streets	Start Date:	July 2028
Project Location:	100th Ave	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 1 Block.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ -	$ 71,720.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 71,720.00	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	Industrial Dr Paving
Project Category:	Major Streets	Start Date:	July 2028
Project Location:	Industrial Dr	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 1 block, Sealcoat along 1 block

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ -	$ -	$ 95,480.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 95,480.00	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	5th St Paving
Project Category:	Major Streets	Start Date:	June 2025
Project Location:	5th St	Overall Priority:	Medium
Departmental Priority:	High		

Project Description:
2" Overlay along 4 blocks, 1.5" Overlay along 1 block, Chip & Seal w/ Fogseal along 1 block. No action along 2 blocks.

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ 86,783.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 86,783.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Major Streets	Project Title:	Recreation Ave Paving
Project Category:	Major Streets	Start Date:	June 2026
Project Location:	Recreation Ave	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 1 Block

Project Justification

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Local Street Fund	$ -	$ -	$ 42,080.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 42,080.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Parks	Project Title:	Riverside Park Improvements
Project Category:	Parks	Start Date:	June 2025
Project Location:	Riverside Park	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Restroom building, pavilion, camping utility upgrades, lighting, landscaping, and associated sitework.

Project Justification
Improvements will address overall aesthetics, useability and safety of the park.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
MNRTF	$ -	$ 300,000.00	$ -	$ -	$ -	$ -
Local Match	$ -	$ 300,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Parks	Project Title:	Pickleball Courts
Project Category:	Parks	Start Date:	June 2025
Project Location:	Riverside Park	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
Construct Pickleball Courts. Funding provided by DNR Grant.

Project Justification
Improve recreational opportunities.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
SPARKS Grant	$ 300,000.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Parks
Project Category:	Parks
Project Location:	Riverside Park East
Departmental Priority:	Low

Project Title:	Riverside Park Pedestrian Bridge
Start Date:	July 2029
Overall Priority:	Low

Project Description:
Build a wooden pedestrian bridge to connect Riverside Park West to Riverside Park East.

Project Justification
Modernization, safety, and improve accessibility.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
TBD	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00
Local Match	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Parks
Project Category:	Parks
Project Location:	Citywide
Departmental Priority:	Low

Project Title:	Trailway Improvements
Start Date:	June 2027
Overall Priority:	Low

Project Description:
Pere Marquette Trail Improvements.

Project Justification
Modernization and safety, improve accessibility

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
MNRTF or MDOT TAP Program	$ -	$ -	$ -	$ -	$ 275,000.00	$ -
Local Match	$ -	$ -	$ -	$ -	$ 125,000.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 400,000.00	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Parks	Project Title:	Farmer's Market Structure
Project Category:	Parks	Start Date:	June 2026
Project Location:	TBD	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
Construct a year-round/dual-purpose farmer's market/ice rink structure.

Project Justification
Improve access to local/healthier food choices and increase opportunities for community socialization.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
MNRTF	$ -	$ -	$ -	$ 300,000.00	$ -	$ -
> Local Match	$ -	$ -	$ -	$ 300,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Parks	Project Title:	Skate Park Improvements
Project Category:	Parks	Start Date:	
Project Location:	Ex. Skate Park	Overall Priority:	
Departmental Priority:			

Project Description:
Provide improvements to the existing skate park

Project Justification
Maintain and improve existing recreational activities.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Parks	Project Title:	Frisbee Golf
Project Category:	Parks	Start Date:	
Project Location:	Hessler Property	Overall Priority:	
Departmental Priority:			

Project Description:
Build frisbee golf course

Project Justification
Provide additional means for recreation in the community

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Buildings	Project Title:	New City Hall & Police Department
Project Category:	Building	Start Date:	
Project Location:	DPW building	Overall Priority:	
Departmental Priority:			

Project Description:
Construct a new 12,500 SF facility to house new city services and police department.

Project Justification
Existing facilities are outdated and compiling the two departments would be more efficient.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Bond/Loan	$ -	$ -	Potential	$ -	$ -	$ -
CDS - Congressional Direct Spending			Potential			
Public Works Grant Program (Future)			Potential			
Total Cost	$ -	$ -	$ 6,000,000.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	General Equipment	Project Title:	Computers & IT Equipment
Project Category:	General Equipment	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Budget for computers and related IT equipment

Project Justification
Maintain technological efficiency.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
General Fund	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
Total Cost	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	General Equipment	Project Title:	EV Chargers
Project Category:	General Equipment	Start Date:	
Project Location:	TBD	Overall Priority:	
Departmental Priority:			

Project Description:
Install EV chargers

Project Justification
Provide for consumer demand of EV transportation

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Fund	$ -	$ -	$ 14,000.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 14,000.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	General Equipment	Project Title:	HVAC Replacement
Project Category:	General Equipment	Start Date:	
Project Location:	City Hall	Overall Priority:	
Departmental Priority:	High		

Project Description:
Replace the Furnace/HVAC in Current City Hall. Estimated 12.5 Ton unit based on square footage, number of windows and typical personnel in the building.

Project Justification
Replace aging HVAC system that is at risk of failure.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
General Fund	$ 16,000.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 16,000.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	General Equipment	Project Title:	Exterior Doors & Windows
Project Category:	General Equipment	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:	Medium		

Project Description:
Replace the exterior doors and windows in the current City Hall. 15 Windows, 2 single doors, and 2 double doors with overhead window transom.

Project Justification
Improve efficiency and maintenance.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
General Fund	$ -	$ 44,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 44,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	DPW Equipment	Project Title:	New DPW Lawn Mower
Project Category:	DPW Equipment	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Purchase new commercial grade lawn tractor.

Project Justification
Improve DPW maintenance operations and equipment.

Financing Sources:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Fund	$ -	$ 110,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 110,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	DPW Equipment	Project Title:	Lift Station Backup Generators
Project Category:	DPW Equipment	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Provide backup power generators at all lift stations.

Project Justification
Improve operational redundancy.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund	$ -	$ -	$ -	$ 225,000.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 225,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	DPW Equipment	Project Title:	Lift Station Lighting Upgrades
Project Category:	DPW Equipment	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Improve lighting at lift stations.

Project Justification
Improve operations, safety & security.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Sewer Fund	$ 65,000.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 65,000.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	DPW Equipment	Project Title:	Water Tower Generators
Project Category:	DPW Equipment	Start Date:	
Project Location:	Water Towers	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Backup power at water towers

Project Justification
Improve operational redundancy.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
Water Fund	$ -	$ 80,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 80,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Vehicle	Project Title:	Police Cruiser
Project Category:	Vehicle	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Purchase 2 new Police cruisers. Assumes cost of vehicles, plus additional costs to outfit with equipment/features as needed.

Project Justification
Improve Police Department operations and equipment.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
General Fund	$ 60,000.00	$ -	$ 65,000.00	$ -	$ -	$ -
Total Cost	$ 60,000.00	$ -	$ 65,000.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Vehicle	Project Title:	DPW Truck
Project Category:	Vehicle	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Purchase a new DPW pickup truck. Assumes cost of vehicle, plus additional costs to outfit with equipment/features as needed.

Project Justification
Improve DPW operations and equipment.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
General Fund	$ -	$ 100,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 100,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Vehicle	Project Title:	Plow Truck
Project Category:	Vehicle	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Purchase a new DPW plow truck. Assumes cost of vehicle, plus additional costs to outfit with equipment/features as needed.

Project Justification
Improve DPW operations and equipment.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
General Fund	$ -	$ -	$ -	$ -	$ -	$ 240,000.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 240,000.00

City of Evart
Capital Improvement Project Profile
2024-2030

Department:	Vehicle	Project Title:	Airport Courtesy Car
Project Category:	Vehicle	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Purchase a new airport courtesy car.

Project Justification
Improve airport operations and equipment.

Financing Sources:	**2024-2025**	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**
General Fund	$ -	$ -	$ -	$ -	$ -	$ 20,000.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 20,000.00

CITY OF EVART MICHIGAN

CAPITAL IMPROVEMENT PROGRAM

FY 2026-2032

Oct 2026
861750

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

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INTRODUCTION

Pursuant to the Municipal Planning Commission Act - Public Act 285 of 1931, the Planning Commission of a municipality shall make and adopt a six-year (Capital Improvement Program) program to carry out its long-range planning objectives. The City of Evart Planning Commission will be adopting its program this year for fiscal years 2026 through 2032.

Commencing with this program year, the City Administration procedurally reviews and updates the six-year Capital Improvement Program (CIP) annually. This is timed to correlate directly with the annual Capital Improvement Fund Budget process.

Briefly stated, the objectives of a CIP Program are as follows:

To develop a long range (six year) program in which physical projects are planned, prioritized and implemented in an orderly manner;

To coordinate the capital related projects of the various City departments, boards and commissions to ensure an appropriate distribution of capital improvement funds with regards to the needs of the City and the fiscal ability of the City to undertake the requested projects;

To assist the City Manager and City Council in the determination of project requests and funding sources regarding short and long-range plans; and

To coordinate the demands and requests for Capital Improvement Funds with the planning needs of the City so that an appropriate prioritized system of funding can be programmed over increments of six years.

EXPLANATION OF CAPITAL IMPROVEMENT TERMS

Capital Improvements: Projects that result in the acquisition, addition, updating, or development of physical facilities.

A capital improvement may also include contractual or bonded indebtedness payments related to fixed assets, or any major expenditure for physical development, which generally falls into one of the following categories:

1) Land and non-structural improvements
2) New structures
3) Major repairs - $5,000 or more
4) Major replacements - $5,000 or more
5) Non-motorized equipment - $5,000 or more

Additionally, capital improvements are generally defined as the following:

a) New and expanded physical facilities for the community which are relatively large in size, expensive and permanent.

b) Large scale rehabilitation or replacement of existing facilities.

c) Major pieces of equipment which has a direct relationship to the function of a physical facility, and which are relatively expensive and of long life.

d) Purchase of equipment for any public improvements when first erected or acquired that are to be financed in whole or in part from bond funds.

e) The cost of engineering and architectural studies and surveys relative to an anticipated improvement.

Capital Improvement Program: Capital Improvement Programming is the preparation and updating of a recommended schedule of public works and related equipment to be built or purchased during the next six years. To be effective, the City's Capital Improvement Program will cover the City's entire range of public facility and service requirements. In the City's Capital Improvement Program, all future projects are listed in order of construction priority together with cost estimates and the anticipated means of financing for each project.

A six-year Capital Improvement Programming period is generally considered to be most suitable. A two- or three-year time period is too short for effective programming because planning and financing of major projects usually take a longer period of time. Conversely, a period of seven or more years may project the program too far into the future to be of practical value. A capital improvement budget is the first year of a Capital Improvement

Program.

Capital Improvement Budget: While the Capital Improvement Program is a proposed spending schedule for six years, the Capital Budget is legal authorization to spend, during the coming fiscal year, funds from City sources and from Federal and State Grants.

The City's Capital Budget is distinct from the Operating Budget. The Operating Budget authorizes the expenditures, on a one-year basis, of funds for employee salaries, fringe benefits, and the purchase of services, supplies and the like. It also includes the payment of principal and interest on the bonds issued to support past Capital Budget projects. Since effective City services depend on the timely combination of manpower, supplies and capital facilities, serious effort is devoted in the budgetary process to coordinating the Capital and Operating Budgets.

Appropriation: Money appropriated by the City Council for capital improvement projects to be implemented during the budget year. It includes amendments made during the fiscal year to the originally approved capital budget appropriations.

Program Adoption and Amendment Procedures: The Planning Commission must act within 60 days from receipt of the proposed Capital Improvement Program or it shall be deemed approved. The Planning Commission shall annually prepare such a Capital Improvement Plan for the ensuing six years, which program shall show those public structures and improvements, in the general order of their priority, which in the Planning Commission's judgment will be needed or desirable and can be undertaken within the six-year period.

In the event of a proposed change or amendment of an adopted Capital Improvement Program and/or Project, said Program or Project must be submitted to the City Planning Commission for amendment consideration. Should the Planning Commission deny the requested amendment, the legislative body may overturn said denial by a two-thirds vote.

METHODOLOGY

The projects listed in this document were compiled by the City Administration from the submissions and requests of the various Departments and Divisions of the City. The procedures for the preparation of the 2026-2032 Capital Improvement Program were:

A) Initiation:

A communication from the City Manager was transmitted to all City Department Heads, as well as to select board and commission chairpersons, enlisting their support and cooperation.

B) Analysis of Past Results:

As part of preparing the 2026-2032 CIP, the City reviewed the results achieved over the past few years with each department in order to get an accurate account of past priorities, expenditures and completed projects during the previous year.

C) Information Gathering:

Review of future capital improvement proposals consisted of systematically analyzing the input from the various City Departments. The use of "Capital Improvement Project Summary and Description Sheets" provided a brief written description of each Capital Improvement Project recommended for funding over the next six years by fiscal year. Each project Summary and Description Sheet also provided a departmental listing of proposed capital improvement projects with proposed priority and related cost estimates and funding source identification.

D) Prioritizing:

After the gathering of the Summary and Description Sheets and a complete analysis of the impact of the various projects proposed by each Department, a priority for each project was identified. The criteria used for the evaluation of each Capital Improvement Project by the City Administration consisted of the following:

1) Is the proposed project already in process due to its inclusion in the current budget year? Is the project under construction, under contract, and is there a continuing debt obligation payable?

2) Is the project mandated by law or court action?

3) Is there a relationship between the proposed project and the City Council's "Goals and Objectives"?

4) Is alternative funding available? Is funding available through other sources, or is funding available through land contract or bonding to minimize annual cost requirement?

5) Does the proposed project generate revenue for the general fund and/or other funds? This item should be determined based upon an annual forecast and the schedule of revenues should be designated by the appropriate fund.

6) Does the proposed project result in the use of supplementary funds for 'leverage', using matching funds with other funding sources.

E) Review Procedures:

The review procedures associated with the Capital Improvement Program consisted principally of the following:

1) After receiving all proposed project data and priorities from each Department, the information was evaluated, reviewed, amended and approved by the City Manager.

2) The Capital Improvement Program was then submitted by the City Manager to the City of Evart Planning Commission for their review and approval. In accordance with the State Law, the City's Planning Commission must take action regarding the review and approval of said document within 60 days after submission or it is deemed approved.

In summary, the above information details the thought process and procedures used to compile the administration's proposed Capital Improvement Program and Budget. Upon receipt of this proposal, the Planning Commission and, subsequently, the City Commission must review, amend if necessary, and adopt both the program and budget so that implementation can commence.

City of Evart
Capital Improvement Plan
2026-2032
Summary of Expenditures by Category

Category	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	Total
Water	$ -	$ 1,250,000	$ 846,000	$ 50,000	$ -	$ 770,500	$ 2,916,500
Wastewater	$ 75,000	$ 1,150,000	$ 1,150,000	$ 850,000	$ 1,980,000	$ -	$ 5,205,000
Storm Sewer	$ 150,000	$ 25,000	$ -	$ -	$ -	$ -	$ 175,000
Local Street	$ 137,900	$ 210,707	$ 105,000	$ 95,440	$ 220,000	$ -	$ 769,047
Major Street	$ -	$ 80,000	$ 95,500	$ 92,000	$ 65,000	$ 250,000	$ 582,500
Parks & Rec	$ -	$ 900,000	$ 100,000	$ 400,000	$ 35,000	$ 2,500,000	$ 3,935,000
Buildings	$ -	$ 2,200,000	$ -	$ 6,500,000	$ -	$ -	$ 8,700,000
DPW Equipment	$ -	$ 375,000	$ 250,000	$ -	$ -	$ -	$ 625,000
General	$ 55,000	$ 77,000	$ 105,000	$ 25,000	$ -	$ -	$ 262,000
Vehicles	$ -	$ 150,000	$ 70,000	$ 400,000	$ 75,000	$ -	$ 695,000
Total	**$ 417,900**	**$ 6,417,707**	**$ 2,721,500**	**$ 8,412,440**	**$ 2,375,000**	**$ 3,520,500**	**$ 23,865,047**

City of Evart
Capital Improvement Plan
2026-2032
Project Summary

Category:	**Water**

	FISCAL YEAR						
Project Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**	**Total**
Jefferson Street Watermain Replacement	$ -	$ 1,200,000	$ -	$ -	$ -	$ -	$ 1,200,000
Recreation Ave Watermain Replacement	$ -	$ -	$ -	$ -	$ -	$ 770,500	$ 770,500
5th Street Watermain Replacement	$ -	$ -	$ 796,000	$ -	$ -	$ -	$ 796,000
Lead Service Line Replacement	$ -	$ 50,000	$ 50,000	$ 50,000	$ -	$ -	$ 150,000
Totals	**$ -**	**$ 1,250,000**	**$ 846,000**	**$ 50,000**	**$ -**	**$ 770,500**	**$ 2,916,500**

City of Evart
Capital Improvement Plan
2026-2032
Project Summary

Category: Wastewater

	FISCAL YEAR						
Project Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**	**Total**
Gravity Sewer Replacements	$ -	$ 500,000	$ 500,000	$ -	$ -	$ -	$ 1,000,000
Replace Aeration System Components	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ -	$ -	$ 300,000
N Pine Street Gravity Sewer	$ -	$ -	$ -	$ -	$ 345,000	$ -	$ 345,000
S Fair Street Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -
N Main Street Sewer	$ -	$ -	$ -	$ -	$ 645,000	$ -	$ 645,000
N 100th Ave Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -
N Evart & 7 Mile Sewer	$ -	$ 575,000	$ 575,000	$ 75,000	$ 990,000	$ -	$ 2,215,000
S Main Street Sewer	$ -	$ -	$ -	$ 700,000	$ -	$ -	$ 700,000
Totals	**$ 75,000**	**$ 1,150,000**	**$ 1,150,000**	**$ 850,000**	**$ 1,980,000**	**$ -**	**$ 5,205,000**

City of Evart
Capital Improvement Plan
2026-2032
Project Summary

Category:	**Storm Sewer**

	FISCAL YEAR						
Project Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**	**Total**
French Drain Connection	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000
2nd Street Catch Basin	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
Total	**$ 150,000**	**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ -**	$ 175,000

City of Evart
Capital Improvement Plan
2026-2032
Project Summary

Category: Local Streets

	FISCAL YEAR							
Project Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**	**Total**	**Funding Source**
1st St Paving	$ 72,900	$ -	$ -	$ -	$ -	$ -	$ 72,900	LSF
2nd St Paving	$ 65,000	$ -	$ -	$ -	$ -	$ -	$ 65,000	LSF
3rd St Paving	$ -	$ -	$ 35,000	$ -	$ -	$ -	$ 35,000	LSF
4th St Paving	$ -	$ -	$ 70,000	$ -	$ -	$ -	$ 70,000	LSF
6th St Paving	$ -	$ -	$ -	$ 52,000	$ -	$ -	$ 52,000	LSF
Cherry St Paving	$ -	$ -	$ -	$ -	$ 220,000	$ -	$ 220,000	LSF
Pine St Paving	$ -	$ 210,707	$ -	$ -	$ -	$ -	$ 210,707	LSF
10th St Paving	$ -	$ -	$ -	$ 43,440	$ -	$ -	$ 43,440	LSF
Totals	**$ 137,900**	**$ 210,707**	**$ 105,000**	**$ 95,440**	**$ 220,000**	**$ -**	**$ 769,047**	

City of Evart
Capital Improvement Plan
2026-2032
Project Summary

Category: Major Streets

	FISCAL YEAR							
Project Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**	**Total**	**Funding Source**
Main St Paving	$ -	$ -	$ -	$ -	$ -	$ 250,000	$ 250,000	MSF
100th Ave Paving	$ -	$ 80,000	$ -	$ -	$ -	$ -	$ 80,000	MSF
Industrial Dr Paving	$ -	$ -	$ 95,500	$ -	$ -	$ -	$ 95,500	MSF
5th St Paving	$ -	$ -	$ -	$ 92,000	$ -	$ -	$ 92,000	MSF
Recreation Ave Paving	$ -	$ -	$ -	$ -	$ 65,000	$ -	$ 65,000	MSF
Totals	**$ -**	**$ 80,000**	**$ 95,500**	**$ 92,000**	**$ 65,000**	**$ 250,000**	**$ 582,500**	

City of Evart
Capital Improvement Plan
2026-2032
Project Summary

Category: Parks and Rec

	FISCAL YEAR						
Project Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**	**Total**
Riverside Park Improvements	$ -	$ 600,000	$ -	$ -	$ -	$ -	$ 600,000
Pickleball Courts	$ -	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
Trailway Improvements	$ -	$ -	$ -	$ 400,000	$ -	$ -	$ 400,000
Farmer's Market Structure	$ -	$ -	$ -	$ -	$ -	$ 2,500,000	$ 2,500,000
Skate Park Improvements	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ 100,000
Frisbee Golf	$ -	$ -	$ -	$ -	$ 35,000	$ -	$ 35,000
Totals	**$ -**	**$ 900,000**	**$ 100,000**	**$ 400,000**	**$ 35,000**	**$ 2,500,000**	**$ 3,935,000**

City of Evart
Capital Improvement Plan
2026-2032
Project Summary

Category: Buildings

	FISCAL YEAR						
Project Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**	**Total**
New City Hall & Police Department	$ -	$ -	$ -	$ 6,500,000	$ -	$ -	$ 6,500,000
New DPW Building	$ -	$ 2,000,000	$ -	$ -	$ -	$ -	$ 2,000,000
New Salt Barn	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
Total	**$ -**	**$ 2,200,000**	**$ -**	**$ 6,500,000**	**$ -**	**$ -**	**$ 8,700,000**

City of Evart
Capital Improvement Plan
2026-2032
Project Summary

Category: DPW Equipment

	FISCAL YEAR						
Project Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**	**Total**
Lift Station Backup Generators	$ -	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
Water Tower Generators	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ 100,000
Trailer Bypass Pump	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
WWTP Furnace Replacement	$ -	$ -	$ 150,000	$ -	$ -	$ -	$ 150,000
Totals	**$ -**	**$ 375,000**	**$ 250,000**	**$ -**	**$ -**	**$ -**	**$ 625,000**

City of Evart
Capital Improvement Plan
2026-2032
Project Summary

Category:	**General Equipment & Misc**

	FISCAL YEAR						**Total**
Project Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**	$ -
EV Chargers	$ -	$ -	$ 25,000	$ 25,000	$ -	$ -	$ 50,000
HVAC Replacement	$ 55,000	$ -	$ -	$ -	$ -	$ -	$ 55,000
Depot Doors, Windows, & Paint	$ -	$ 65,000	$ -	$ -	$ -	$ -	$ 65,000
Paint PD Building	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ 12,000
Depot Parking Lot	$ -	$ -	$ 80,000	$ -	$ -	$ -	$ 80,000
City Hall Generator	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ 100,000
Totals	**$ 55,000**	**$ 77,000**	**$ 105,000**	**$ 25,000**	**$ -**	**$ -**	**$ 362,000**

City of Evart
Capital Improvement Plan
2026-2032
Project Summary

Category:	**Vehicles**

	FISCAL YEAR						
Project Title	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**	**Total**
DPW Trucks	$ -	$ -	$ 70,000	$ -	$ 75,000	$ -	$ 145,000
Plow Truck	$ -	$ -	$ -	$ 300,000	$ -	$ -	$ 300,000
Airport Courtesy Car	$ -	$ -	$ -	$ 20,000	$ -	$ -	$ 20,000
Bucket Truck	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
New PD Vehicle	$ -	$ -	$ -	$ 80,000	$ -	$ -	$ 80,000
Totals	**$ -**	**$ 150,000**	**$ 70,000**	**$ 400,000**	**$ 75,000**	**$ -**	**$ 695,000**

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Water
Project Category:	Water
Project Location:	Water System
Departmental Priority:	Medium

Project Title:	Jefferson Street Watermain Replacement
Start Date:	
Overall Priority:	Medium

Project Description:
Replace approximately 2,125 feet of watermain beneath road, between N Ceder to N River. Road has existing overlay (2023) knowing that the watermain needs work beneath.

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032
Grant	$ -	$ 400,000.00	$ -	$ -	$ -	$ -
Loan	$ -	$ 800,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 1,200,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Water
Project Category:	Water
Project Location:	Water System
Departmental Priority:	Medium

Project Title:	Recreation Ave Watermain Replacement
Start Date:	
Overall Priority:	Medium

Project Description:
Replace approximately 1,400 feet of watermain beneath road, between US-10 to the north side of the fairgrounds.

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Grant	$ -	$ -	$ -	$ -	$ -	$ 320,500.00
Loan	$ -	$ -	$ -	$ -	$ -	$ 450,000.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 770,500.00

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Water	Project Title:	5th Street Watermain Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace approximately 1,800 feet of watermain beneath road, between Recreation Ave to Oak.

Check to see if WM is DIP or AC

Project Justification
Previously identified as deficient in 2012 Water Reliability Study.

Financing Sources:	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032
Grant	$ -	$ -	$ -	$ -	$ 398,000.00	$ -
Loan	$ -	$ -	$ -	$ -	$ 398,000.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 796,000.00	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Water	Project Title:	Lead Service Line Replacement
Project Category:	Water	Start Date:	
Project Location:	Water System	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace all remaining known lead service lines suspected of containing or being connected to lead material.

Project Justification
Improve health and safety. Compliance with EGLE's Lead and Copper Rule.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Grant	$ -	$ -	$ -	$ -	$ -	$ -
Loan	$ -	$ -	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 50,000.00	$ 50,000.00	$ 50,000.00		

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Wastewater	Project Title:	Gravity Sewer Replacements
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Replacement of clay pipe sanitary sewer gravity mains which typically consist of 8” and 10” diameter.

Project Justification
Deficiencies noted in 2019 AMP.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ -	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -
Total Cost	$ -	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Wastewater	Project Title:	Replace Aeration System Components
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Budget for the replacement of existing mechanical surface aerators.

Project Justification
O&M

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ -	$ -
Total Cost	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Wastewater	Project Title:	N Pine Street Gravity Sewer
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Extend exisiting sewer collection system up north Pine Street

Project Justification
Failing residential septic systems, additional users

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ -	$ -	$ -	$ -	$ 345,000.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 345,000.00	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Wastewater	Project Title:	S Fair Street Sewer
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Extend exisiting sewer collection system down S Fair Street

Project Justification
Replace septic systems, additional users

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ -	$ -	$ -	$ -	$ -	$ 345,000.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 345,000.00

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Wastewater	Project Title:	N Main Street Sewer
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Extend exisiting sewer collection system up N Main Street from Jefferson to 7 Mile

Project Justification
Replace septic systems, additional users

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ -	$ -	$ -	$ -	$ 645,000.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 645,000.00	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Wastewater	Project Title:	S Main Street Sewer
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Replace dip in sewer main under twin creek

Project Justification
Known issues potentially creating backups

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ -	$ -	$ -	$ 700,000.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 700,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Wastewater	Project Title:	N 100th Ave Sewer
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Extend exisiting sewer collection system up N 100th Ave from US-10 to City of Evart property

Project Justification
Establish public utilities for future development

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ -	$ -	$ -	$ -	$ -	$ 450,000.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 450,000.00

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Wastewater	Project Title:	N Evart & 7 Mile Sewer
Project Category:	Wastewater	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Extend sewer collection system up N Evart Street from North manhole to 7 Mile and East toward Main Street

Project Justification
Establish public utilities for future development

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ -	$ -	$ -	$ 450,000.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 450,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Storm Sewer	Project Title:	French Drain Connection
Project Category:	Storm Sewer	Start Date:	
Project Location:	TBD	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:

Connect French drain by middle school to system.

Project Justification

Decrease flooding and required maintenance

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ -	$ 25,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 25,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Storm Sewer	Project Title:	2nd Street Catch Basin
Project Category:	Storm Sewer	Start Date:	
Project Location:	TBD	Overall Priority:	medium
Departmental Priority:	Low		

Project Description:

Reconstruct 2nd Street catch basin

Project Justification

Decrease flooding and required maintenance

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ 150,000.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 150,000.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Local Streets	Project Title:	1st St Paving
Project Category:	Local Streets	Start Date:	
Project Location:	1st St	Overall Priority:	High
Departmental Priority:	High		

Project Description:
Crush and shape along 2 blocks, 2" Overlay along 3 blocks, Chip & Seal w/Fog Seal for 1 block

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ 72,900.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 72,900.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Local Streets	Project Title:	2nd St Paving
Project Category:	Local Streets	Start Date:	
Project Location:	2nd St	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Crush and shape along 3 blocks, 2" Overlay along 1 block, Chip & Seal w/Fog Seal for 2 blocks

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ 65,000.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 65,000.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Local Streets	Project Title:	3rd St Paving
Project Category:	Local Streets	Start Date:	
Project Location:	3rd Street	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
1 block remianing between Main and River

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ -	$ 35,000.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 35,000.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Local Streets	Project Title:	4th St Paving
Project Category:	Local Streets	Start Date:	
Project Location:	4th St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
Pine to River

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ -	$ 70,000.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 70,000.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Local Streets	Project Title:	6th St Paving
Project Category:	Local Streets	Start Date:	
Project Location:	6th St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
Cedar to Pine

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ -	$ -	$ 52,000.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 52,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Local Streets	Project Title:	Cherry St Paving
Project Category:	Local Streets	Start Date:	
Project Location:	Cherry St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
North of Jefferson to cul-de-sac

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ -	$ -	$ -	$ 220,000.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 220,000.00	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Local Streets
Project Category:	Local Streets
Project Location:	Pine St
Departmental Priority:	Low

Project Title:	Pine St Paving
Start Date:	
Overall Priority:	Low

Project Description:
2" Overlay along 10 blocks, 1.5" Overlay along 2 blocks, Sealcoat for 1 block.

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ 210,707.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 210,707.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Local Streets	Project Title:	10th St Paving
Project Category:	Local Streets	Start Date:	
Project Location:	10th St	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
Oak to Main

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ -	$ -	$ 43,440.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 43,440.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Major Streets	Project Title:	Main St Paving
Project Category:	Major Streets	Start Date:	
Project Location:	Main St	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 4 blocks, 1.5" Overlay along 3 blocks, Sealcoat along 3 blocks, Chip & Seal w/ Fogseal along 4 blocks. No action along 1 block.

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ -	$ -	$ -	$ -	$ 250,000.00
Total Cost	$ -	$ -	$ -	$ -	$ -	$ 250,000.00

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Major Streets	Project Title:	100th Ave Paving
Project Category:	Major Streets	Start Date:	
Project Location:	100th Ave	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
2" Overlay along 1 Block.

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ 80,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 80,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Major Streets	Project Title:	Industrial Dr Paving
Project Category:	Major Streets	Start Date:	
Project Location:	Industrial Dr	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
2" Overlay along 1 block, Sealcoat along 1 block

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ -	$ 95,500.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 95,500.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Major Streets	Project Title:	5th St Paving
Project Category:	Major Streets	Start Date:	
Project Location:	5th St	Overall Priority:	Low
Departmental Priority:	Medium		

Project Description:
2" Overlay along 4 blocks, 1.5" Overlay along 1 block, Chip & Seal w/ Fogseal along 1 block. No action along 2 blocks.

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ -	$ -	$ 92,000.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 92,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Major Streets	Project Title:	Recreation Ave Paving
Project Category:	Major Streets	Start Date:	
Project Location:	Recreation Ave	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
2" Overlay along 1 Block

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Local Street Fund	$ -	$ -	$ -	$ -	$ 65,000.00	$ -
Total Cost	$ -	$ -	$ -	$ -	$ 65,000.00	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Parks
Project Category:	Parks
Project Location:	Riverside Park
Departmental Priority:	Medium

Project Title:	Riverside Park Improvements
Start Date:	
Overall Priority:	Medium

Project Description:
Kayak launch, pavilion, camping utility upgrades, additional campsites, campground ADA parking, campground restructuring, lighting, landscaping, and associated sitework.

Project Justification
Improvements will address overall aesthetics, useability and safety of the park.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
MNRTF	$ -	$ 250,000.00	$ -	$ -	$ -	$ -
Local Match	$ -	$ 350,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Parks	Project Title:	Pickleball Courts
Project Category:	Parks	Start Date:	
Project Location:	Riverside Park	Overall Priority:	Low
Departmental Priority:	Low		

Project Description:
Construct Pickleball Courts. Funding provided by DNR Grant.

Project Justification
Improve recreational opportunities.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
SPARKS Grant	$ -	$ 300,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Parks
Project Category:	Parks
Project Location:	Citywide
Departmental Priority:	Low

Project Title:	Trailway Improvements
Start Date:	
Overall Priority:	Low

Project Description:
Pere Marquette Trail Improvements. Budget for paving.

Project Justification
Modernization and safety, improve accessibility

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
MNRTF or MDOT TAP Program	$ -	$ -	$ -	$ -	$ -	$ -
Local Match	$ -	$ -	$ -	$ -	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 400,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Parks
Project Category:	Parks
Project Location:	TBD
Departmental Priority:	Low

Project Title:	Farmer's Market Structure
Start Date:	
Overall Priority:	Low

Project Description:
Construct a year-round/dual-purpose farmer's market/ice rink structure.

Project Justification
Improve access to local/healthier food choices and increase opportunities for community socialization.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
MNRTF	$ -	$ -	$ -	$ -	$ -	$ 300,000.00
> Local Match	$ -	$ -	$ -	$ -	$ -	$ 300,000.00

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Parks	Project Title:	Skate Park Improvements
Project Category:	Parks	Start Date:	
Project Location:	Ex. Skate Park	Overall Priority:	
Departmental Priority:			

Project Description:
Provide improvements to the existing skate park

Project Justification
Maintain and improve existing recreational activities.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Parks	Project Title:	Frisbee Golf
Project Category:	Parks	Start Date:	
Project Location:	Hessler Property	Overall Priority:	
Departmental Priority:			

Project Description:
Build frisbee golf course

Project Justification
Provide additional means for recreation in the community

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Buildings
Project Category:	Building
Project Location:	DPW building
Departmental Priority:	

Project Title:	New City Hall & Police Department
Start Date:	
Overall Priority:	

Project Description:
Construct a new 12,500 SF facility to house new city services and police department.

Project Justification
Existing facilities are outdated and compiling the two departments would be more efficient.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Bond/Loan	$ -	$ -	$ -	$ -	$ -	$ -
CDS - Congressional Direct Spending	$ -					
Public Works Grant Program (Future)	$ -					
Total Cost	$ -	$ -	$ -	$ 6,500,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Buildings
Project Category:	Building
Project Location:	WWTP
Departmental Priority:	

Project Title:	New DPW Building
Start Date:	
Overall Priority:	High

Project Description:
Construct new DPW garage at the WWTP property

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Bond/Loan	$ -	Potential	$ -	$ -	$ -	$ -
CDS - Congressional Direct Spending	$ -	Potential	$ -	$ -	$ -	$ -
Public Works Grant Program (Future)	$ -	Potential	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Buildings
Project Category:	Building
Project Location:	WWTP
Departmental Priority:	

Project Title:	New Salt Barn
Start Date:	
Overall Priority:	High

Project Description:
Construct new salt barn at the WWTP property

Project Justification

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Bond/Loan	$ -	Potential	$ -	$ -	$ -	$ -
CDS - Congressional Direct Spending	$ -	Potential	$ -	$ -	$ -	$ -
Public Works Grant Program (Future)	$ -	Potential	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 200,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	DPW Equipment	Project Title:	Lift Station Backup Generators
Project Category:	DPW Equipment	Start Date:	
Project Location:	Sewer System	Overall Priority:	
Departmental Priority:			

Project Description:
Provide backup power generators at all lift stations.

Project Justification
Improve operational redundancy.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Sewer Fund	$ -	$ 225,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 225,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	DPW Equipment	Project Title:	Water Tower Generators
Project Category:	DPW Equipment	Start Date:	
Project Location:	Water Towers	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Backup power at water towers

Project Justification
Improve operational redundancy.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Water Fund	$ -	$ -	$ 100,000.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 100,000.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	DPW Equipment	Project Title:	Trailer Bypass Pump
Project Category:	DPW Equipment	Start Date:	
Project Location:	Water Towers	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Portable backup pump for lift station operations

Project Justification
Improve operational redundancy.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Water Fund	$ -	$ 150,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 150,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	DPW Equipment	Project Title:	WWTP Furnace Replacement
Project Category:	DPW Equipment	Start Date:	
Project Location:	Water Towers	Overall Priority:	Medium
Departmental Priority:	Medium		

Project Description:
Replace the furnace at the WWTP operations building

Project Justification
Replace aging HVAC system that is at risk of failure.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
Water Fund	$ -	$ -	$ 150,000.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 150,000.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	General Equipment	Project Title:	EV Chargers
Project Category:	General Equipment	Start Date:	
Project Location:	TBD	Overall Priority:	
Departmental Priority:			

Project Description:
Install EV chargers

Project Justification
Provide for consumer demand of EV transportation

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ -	$ -	$ 25,000.00	$ 25,000.00	$ -	$ -
Total Cost	$ -	$ -	$ 25,000.00	$ 25,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	General Equipment	Project Title:	HVAC Replacement
Project Category:	General Equipment	Start Date:	
Project Location:	City Hall	Overall Priority:	
Departmental Priority:	High		

Project Description:
Replace the Furnace/HVAC in Current City Hall. Estimated 12.5 Ton unit based on square footage, number of windows and typical personnel in the building.

Project Justification
Replace aging HVAC system that is at risk of failure.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ 55,000.00	$ -	$ -	$ -	$ -	$ -
Total Cost	$ 55,000.00	$ -	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	General Equipment	Project Title:	Depot Doors, Windows, & Paint
Project Category:	General Equipment	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:	Medium		

Project Description:
Replace the exterior doors and windows in the current City Hall. 15 Windows, 2 single doors, and 2 double doors with overhead window transom. Repaint exterior surfaces. All features must comply with historical criteria.

Project Justification
Improve efficiency and maintenance.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ -	$ 65,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 65,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	General Equipment	Project Title:	Paint PD Building
Project Category:	General Equipment	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:	Medium		

Project Description:
Repaint PD Building

Project Justification
O&M

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ -	$ 12,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 12,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	General Equipment	Project Title:	Depot Parking Lot
Project Category:	General Equipment	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:	Medium		

Project Description:
Reconstruct depot parking lot

Project Justification
O&M

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ -	$ -	$ 100,000.00	$ -	$ -	$ -
Total Cost	$ -	$ -	$ 100,000.00	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	General Equipment	Project Title:	City Hall Generator
Project Category:	General Equipment	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:	Medium		

Project Description:
Backup power for City call

Project Justification
Maintain City operations during emergencies

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ -	$ -	$ -	$ 100,000.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 100,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Vehicle	Project Title:	DPW Trucks
Project Category:	Vehicle	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Purchase (2) two new DPW pickup trucks. One for the water and one for general DPW. Assumes cost of vehicle, plus additional costs to outfit with equipment/features as needed.

Project Justification
Improve DPW operations and equipment.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ -	$ -	$ 70,000.00	$ -	$ 75,000.00	$ -
Total Cost	$ -	$ -	$ 70,000.00	$ -	$ 75,000.00	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Vehicle	Project Title:	Plow Truck
Project Category:	Vehicle	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Purchase a new DPW plow truck. Assumes cost of vehicle, plus additional costs to outfit with equipment/features as needed.

Project Justification
Improve DPW operations and equipment.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ -	$ -	$ -	$ 300,000.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 300,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Vehicle	Project Title:	Airport Courtesy Car
Project Category:	Vehicle	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Purchase a new airport courtesy car.

Project Justification
Improve airport operations and equipment.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ -	$ -	$ -	$ 20,000.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 20,000.00	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Vehicle	Project Title:	Bucket Truck
Project Category:	Vehicle	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Purchase a new bucket truck. Assumes cost of vehicle, plus additional costs to outfit with equipment/features as needed.

Project Justification
Improve DPW operations and equipment.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ -	$ 150,000.00	$ -	$ -	$ -	$ -
Total Cost	$ -	$ 150,000.00	$ -	$ -	$ -	$ -

City of Evart
Capital Improvement Project Profile
2026-2032

Department:	Vehicle	Project Title:	New PD Vehicle
Project Category:	Vehicle	Start Date:	
Project Location:	NA	Overall Priority:	
Departmental Priority:			

Project Description:
Purchase a new Police Department vehicle. Assumes cost of vehicle, plus additional costs to outfit with equipment/features as needed.

Project Justification
Improve PD operations and equipment.

Financing Sources:	**2026-2027**	**2027-2028**	**2028-2029**	**2029-2030**	**2030-2031**	**2031-2032**
General Fund	$ -	$ -	$ -	$ 80,000.00	$ -	$ -
Total Cost	$ -	$ -	$ -	$ 80,000.00	$ -	$ -

CITY OF EVART

MEDC AUTHORIZATION
RESOLUTION 2026-15

WHEREAS, Michigan Economic Development Corporation requires the City be added as a Co-Applicant with the Evart Housing Commission to the MEDC Grant Application relating to the 101 S Main Street project.

NOW, THEREFORE, be it hereby resolved that the City Council authorizes the grant application and hereby authorizes Pepper Lockhart, City Manager, to act as agent on behalf of the City to sign all applicable documentation relating to the Grant Application.

Motion by Council Member _____ and supported by Council Member _____ to approve the foregoing resolution.

Yeas: _____

Nays: _____

I hereby certify that this resolution was adopted on November 16, 2026, in a regular meeting of the Evart City Council, and this is a true copy of the resolution.

_____

_____

Andrea Grupido, City Clerk Date

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: Pepper Lockhart, City Manager
Date: November 9, 2026
Re: 504 Compliance Requirements

For the Agenda of November 16, 2026

Background: After receipt of the USDA Community Facilities grant for the bobcat, the agency completed a 504 compliance review. The following policies are required to be adopted by the City:

- Limited English Proficiency Plan and Resolution to adopt;
- Assurance Agreement, (under Title VI, Civil rights Act of 1964);
- Section 504 Grievance Policy

The DPW director is also doing a review of the city's handicap parking areas and public washrooms to determine if they meet the accessibility requirements.

Issues & Questions Specified:
Once adopted, these agreements will be submitted to USDA.

Recommendation:
Adopt the policies/plans as presented.

Attachments:

1. Limited English Proficiency Plan
2. Demographic Chart
3. Resolution to Adopt LEP
4. Assurance Agreement
5. Section 504 Grievance Policy

Limited English Proficiency (LEP) Plan

City of Evart, Michigan

I. Introduction

The City of Evart is committed to ensuring meaningful access to its programs, services, and activities for all citizens, including individuals with Limited English Proficiency (LEP). In accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, this plan outlines how the City provides language assistance services to individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

II. Four-Factor Analysis

The City of Evart balances compliance with practical operational realities using the federal Four-Factor Analysis:

1. **The Number or Proportion of LEP Persons:** Based on recent U.S. Census Bureau American Community Survey (ACS) data for Evart, Michigan, the vast majority of the population speaks English as their primary language. The primary non-English language group identified in the area is Spanish which comprises less than 1% of the population.
2. **The Frequency of Contact:** The City enjoys relatively low frequency of contact with LEP individuals during day-to-day operations. Interactions primarily occur at the City Hall front desk, during utility billing inquiries, or during emergency services response.
3. **The Importance of the Service:** The City identifies emergency notifications, public safety, utility shut-off notices, and voting/election information as vital services. Ensuring LEP access to these areas is prioritized over general administrative communications.
4. **Resources Available and Costs:** Given Evart's size and budget, a full-time interpreter is not feasible. The City maximizes efficiency by utilizing web-based translation tools, and regional partnerships (such as Osceola County resources) to minimize costs while maintaining compliance.

III. Language Assistance Measures

To assist LEP individuals, the City of Evart will implement the following measures:

- **Language Identification:** Front-desk staff at City Hall will maintain "I Speak" language identification cards. If an LEP individual walks in, they can point to their language to alert staff.

- **Web-based translation tools:** The City will maintain an active account or agreement with a web-based interpretation service. Staff will be trained to patch these interpreters into phone calls or counter interactions.
- **Vital Documents:** Notices regarding public health, safety, or critical financial impact (such as water shut-off notices) will include a short tag-line in Spanish stating that free translation services are available.

IV. Staff Training

The City Manager is responsible for ensuring all public-facing city staff (including administrative clerks, DPW supervisors, and police personnel) are aware of this plan. Training will cover:

- How to respond to an LEP individual over the phone or in person.
- How to access and use the interpreter service.
- Documentation requirements for tracking LEP interactions.

V. Public Notice of Access

The City will post a notice in a conspicuous location in the City Hall lobby and on the City of Evart official website. The notice will read:

"The City of Evart provides free language assistance services to individuals with Limited English Proficiency. If you need an interpreter or document translation, please notify city staff at the front desk or call (231) 734-2181."

VI. Monitoring and Updating the Plan

The City of Evart will review this LEP Plan annually on or around November 15th. The review will evaluate:

- Changes in local demographics via updated Census data.
- The frequency of LEP encounters recorded by city staff over the past year.
- Whether existing language services are meeting the needs of LEP residents.

VII. Point of Contact

For questions, complaints, or requests for accommodations regarding this plan, please contact:

Title VI / LEP Coordinator: Pepper Lockhart, City Manager
Address: City of Evart, 200 S. Main St., Evart, MI 49631
Phone: (231) 734-2181
Email: citymanager@evart.org

Date Adopted: _____
Approved By: _____ (City Council / City Manager)

Mission Area and Program – Recipient and Project ID:				
Service Area Geography:	Evart city, Osceola County, Michigan			
	Participant/Beneficiary Information			Recipient Board of Directors
	Participants (previous review)	Applicants (current)	Participants (current)	
RACE				
B/AA			0	
AIAN			2	
Asian			0	
NHOPI			0	
White			1535	5
Other			64	
2 of more			66	
ETHNICITY				
Hispanic			48	
OTHER DEMOGRAPHICS				
Disabled			355	
Male			849	3
Female			818	2
Other Gender Identity			0	
SERVICE AREA GEOGRAPHY: For example, “City of Ruraltown, State” or “Rural County, State”				
APPLICANTS: Demographics of the eligible persons or households applying for program benefits and services				
PARTICIPANTS: Demographics of the persons or households selected or approved to receive program benefits and services				
DATA LEGEND				
B/AA	Black/African American			
AIAN	American Indian or Alaskan Native			
NHOPI	Native Hawaiian or Other Pacific Islander			

If you serve a whole community without collecting demographics, please utilize the census data for demographical information: [Census Bureau Tables]

CITY OF EVART
County of Osceola, Michigan
RESOLUTION NO. 2026-16

A RESOLUTION ADOPTING A LIMITED ENGLISH PROFICIENCY (LEP) PLAN

WHEREAS, in accordance with Title VI non-discrimination laws in regard to providing appropriate access to services and activities provided by federal agencies and recipients of federal assistance, the Limited English Proficiency (LEP) Plan was drafted to define how the City of Evart will accommodate persons with Limited English Proficiency; and

WHEREAS, individuals who do not speak English well and who have limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI of the Civil Rights of 1964 with respect to particular types of service, benefit, or encounter; and

WHEREAS,

NOW, THEREFORE, BE IT RESOLVED, that the City of Evart City Council approves and adopts the Limited English Proficiency Plan for the City of Evart.

The above resolution was offered by _____ and supported by _____.

YEAS: _____

NAYS: _____

ABSENT:_____

ABSTAIN:_____

RESOLUTION DECLARED APOPTED.

Dated: _____

_____
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 _____, 2026, 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

View Burden Statement

FORM APPROVED
OMB No. 0575-0018
Exp Date: 3/31/2026

USDA
Form RD 400-4
(Rev. 06-25)

Position 3

ASSURANCE AGREEMENT

(Under Title VI, Civil Rights Act of 1964)

The City of Evart
(name of recipient)

200 S Main Street, Evart, MI 49631
(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of Federal laws and regulations prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.) as implemented by 7 CFR Part 15;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) as implemented by 7 CFR Part 15a;

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) as implemented by 7 CFR Part 15c;

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) as implemented by 7 CFR Part 15e;

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.) as implemented by 7 CFR Part 3560.2; and

Titles II (State and Local Governments) and III (Places of public accommodation) of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189), as implemented by 28 CFR Part 35.190(b)(1).

Responsibilities:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary to meet statutory requirements.
3. You must keep accurate records and timely submit information (including all reports, data collection and evaluation requirements) as described by law or detailed in program guidance.
4. You must inform participants, beneficiaries, and other interested persons of the protection assured them against discrimination according to the providions of this agreement and statutory requirements.

5. If you (the recipient) have been accused of discrimination on the grounds of race, color, national origin), sex, age, disability, religion, or familial status, in the past three years, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin, sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Civil Rights Office.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information may include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.. The United States has the right to seek judicial enforcement of these obligations.

In witness whereof, City of Evart on this
(name of recipient)
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

_____
Recipient

_____
Date

Attest: City Clerk
Title

City Manager
Title

SECTION 504 GRIEVANCE PROCEDURE

It is the policy of the City of Evart not to discriminate on the basis of disability. The City of Evart has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) of the U.S. Department of Health and Human Services regulations implementing the Act. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. The Law and Regulations may be examined in the office of Pepper Lockhart, City Manager, (231) 734-2181, who has been designated to coordinate the efforts of the City of Evart to comply with Section 504.

Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Evart to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

Procedure:

- Grievances must be submitted to the Section 504 Coordinator within 15 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 504 Coordinator (or her/his designee) shall conduct an investigation of the complaint. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 504 Coordinator will maintain the files and records of the City of Evart relating to such grievances.
- The Section 504 Coordinator will issue a written decision on the grievance no later than 30 days after its filing.
- The person filing the grievance may appeal the decision of the Section 504 Coordinator by writing to the Mayor within 15 days of receiving the Section 504 Coordinator's decision. The Mayor shall issue a written decision in response to the appeal no later than 30 days after its filing.
- The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the U. S. Department of Agriculture, Office for Civil Rights.

The City of Evart will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for such arrangements.

Self Certification
Of
Receipt and Compliance with
Limited English Proficiency (LEP)

City of Evart hereby certifies that we have received LEP Guidance and have developed a Language Access Plan (LAP).

The Language Access Plan has been completed as of _11/16/2026_ and will be implemented no later than _12/1/2026_.

_____ _____
Pepper Lockart, City Manager Date

Attest: _____ _____
Andrea Grupido, City Clerk Date

To: Honorable Mayor & Council Members
From: Jennie Sims, Finance Director/Treasurer
Date: November 12,2026
Re: Proposed Health Insurance Plan for 2027 for Non-Union Employees and POLC Union Employees

For the Agenda of November 16, 2026

Background. On November 9, 2026, Pepper and I met virtually with our account representatives with Grand Risk Advisors to review the new health insurance rates and options for 2027. Currently, both POLC union and non-union employees cost share 20% of their health costs.

Issues & Questions Specified. This year we received quotes from three different insurance companies, Priority Health, Health Alliance Plan (HAP) and Blue Care Network (BCN). Currently, the city is with Priority Health. The city can offer more than one health care plan, but they must be with the same insurance company. Grand Risk Advisors need a decision made, so they have a month in advance for open enrollment for employees.

Priority Health plans will have an have increase of 12.88% - 13.66% depending on the plan. HAP will be a decrease of 1.69% - 7.37% depending on the plan. BCN is higher than Priority Health's 2027 quotes.

Financial Impact. We currently cost share 80% paid by the employer and 20% paid by the employee. This cost share is more beneficial than opting into PA 152, which is a blanket calculation set by the state, that is based off the size of your family for health care costs.

Recommendation. After discussing the options with our employees, I recommend the council approve Priority Health, with different deductibles (Platinum 47 and Gold 50) available to the employees. This would allow each employee to choose what they feel is best for themselves and their families. The main concern with HAP was the lack of out-of-network coverage. I recommend the council approve to continue with Delta Dental and Beam Vision. I also recommend that the council opt out of PA 152, so the city can continue to cost share 80/20.

Attachments.

1. Health Insurance Policy Documents – *the renewal bid sheet shows Priority Health P47 (Platinum) and G50 (Gold), as well as the renewal rates for both dental and vision. The bid also gives the comparison for HAP Platinum and Gold, as well as the BCN Platinum and Gold.*
2. PA 152 – *Publicly Funded Health Insurance Contribution Act for 2027*

2026 Health Insurance

Priority (Platinum x2 emp Gold x1 emp)

	Monthly	Annually
	$ 3,289.54	$ 39,474.48
	$ 1,371.43	$ 16,457.16
80%	$ 3,728.78	**$ 44,745.31**

2027 Health Insurance Quotes

Priority (Platinum x3 emp Gold x1 emp)

	Monthly	Annually
	$ 4,493.11	$ 53,917.32
	$ 1,558.77	$ 18,705.24
80%	$ 4,841.50	**$ 58,098.05**

HAP (Platinum x3 emp Gold x1 emp)

	Monthly	Annually
	$ 4,416.98	$ 53,003.76
	$ 1,443.86	$ 17,326.32
80%	$ 4,688.67	**$ 56,264.06**

BCN (Platinum x3 emp Gold x1 emp)

	Monthly	Annually
	$ 4,549.37	$ 54,592.44
	$ 1,574.74	$ 18,896.88
80%	$ 4,899.29	**$ 58,791.46**

2026 Delta Dental (4 employees)

	Monthly	Annually
	$ 357.30	$ 4,287.60
80%	$ 285.84	**$ 3,430.08**

2027 Delta Dental Quotes (5 employees)

	Monthly	Annually
	$ 409.28	$ 4,911.36
80%	$ 327.42	**$ 3,929.09**

2026 Beam Vision (4 employees)

	Monthly	Annually
	$ 64.40	$ 772.80
80%	$ 51.52	**$ 618.24**

2027 Beam Vision Quotes (5 employees)

	Monthly	Annually
	$ 72.96	$ 875.52
80%	$ 58.37	**$ 700.42**

Rates did NOT increase

Grand Risk Advisors
We'll show you the way.

EMPLOYEE BENEFITS RENEWAL · RENEWAL SUMMARY

City of Evart

Renewal effective *January 1, 2027*

▲ Increase ▼ Decrease ◆ Changed ● No Change

Information valid as of **10/23/2026**

CURRENT MONTHLY PREMIUM	RENEWAL MONTHLY PREMIUM	MONTHLY CHANGE	ANNUAL IMPACT
$5,073.79	**$5,694.56**	**+$620.77**	**+$7,449.24**
All current lines	Effective 01/01/2027	▲ 12.23%	Renewal vs. current, 12 months

MEDICAL — 2 plans

	Priority Health PriorityPOS Platinum P47 POS	Priority Health PriorityPOS Gold G50 POS
Deductible	No Change	No Change
HRA Deductible	N/A	N/A
Coinsurance	No Change	No Change
Coinsurance Max	N/A	No Change
Out of Pocket Max	▲ ~~$2,250/$4,500~~ → **$3,750/$7,500**	▲ ~~$9,600/$19,200~~ → **$9,800/$19,600**
Copay before Ded?	No Change	No Change
Office Visit Copay	No Change	No Change
Specialist Copay	▲ ~~$45~~ → **$50**	No Change
Urgent Care Copay	No Change	No Change
ER Copay	No Change	▲ ~~$350 After Ded~~ → **$400 After Ded**
Tier 1 Rx	No Change	No Change
Tier 2 Rx	No Change	No Change
Tier 3 Rx	No Change	No Change
Tier 4 Rx	No Change	No Change
Tier 5 Rx	No Change	No Change
MONTHLY PREMIUM		
Current Monthly	$3,280.66	$1,371.43
Renewal Monthly	**$3,703.37**	**$1,558.77**
Change	▲ 12.88% +$422.71/mo	▲ 13.66% +$187.34/mo

DENTAL

Delta Dental 100/80/50 PPO / Premier · Voluntary	
Annual Max	No Change
Deductible	No Change
Cleaning Frequency	No Change
Coinsurance Max	N/A
Class 1 Coverage	No Change
Class 2 Coverage	No Change
Class 3 Coverage	No Change
Class 4 Coverage	No Change
Class 4 Max	N/A
MONTHLY PREMIUM	
Current Monthly	$357.30
Renewal Monthly	**$368.02**
Change	▲ 3.00% +$10.72/mo

VISION

Beam (Principal) VSP Choice Plan #2 VSP · Voluntary	
Exam Copay	No Change
Exam Frequency	No Change
Rx Copay	No Change
Rx Frequency	No Change
Contacts Allowance	No Change
Frames Allowance	No Change
Materials Freq.	No Change
Contacts in Lieu?	No Change
Pediatric Vision	No Change
MONTHLY PREMIUM	
Current Monthly	$64.40
Renewal Monthly	**$64.40**
Change	0.00%

PREMIUM SUMMARY

Monthly, by line

LINE	CURRENT	RENEWAL	CHANGE
Medical – PriorityPOS Platinum P47	$3,280.66	**$3,703.37**	▲ 12.88%
Medical – PriorityPOS Gold G50	$1,371.43	**$1,558.77**	▲ 13.66%
Dental	$357.30	**$368.02**	▲ 3.00%
Vision	$64.40	**$64.40**	0.00%
Total monthly	**$5,073.79**	**$5,694.56**	▲ 12.23%
Total annual	**$60,885.48**	**$68,334.72**	**+$7,449**

MEDICAL · RECOMMENDED

$3,703.37 /mo

Renewal · Priority Health POS Platinum P47

0.00% $0/yr vs. renewal

Differs from renewal
Recommended

MEDICAL

3 options

	RENEWAL RECOMMENDED	ALT 1	ALT 2
	Priority Health POS Platinum P47 POS	**HAP** EPO Platinum A050 EPO	**Blue Care Network** POS Platinum Option 2 Blue Elect Plus POS
IN-NETWORK MEDICAL BENEFITS			
Deductible	$475/$950	**$500/$1,000**	**$500/$1,000**
Coinsurance	10%	**0%**	**20%**
Coinsurance Max	N/A	N/A	N/A
Out of Pocket Max	$3,750/$7,500	**$3,200/$6,400**	**$4,500/$9,000**
Copay before Ded?	Before	Before	Before
Office Visit Copay	$15	**$25**	**$20**
Specialist Copay	$50	**$45**	**$30**
Urgent Care Copay	$75	**$65**	**$50**
ER Copay	$300 After Ded	**$250**	**$150**
PRESCRIPTION DRUG BENEFITS			
Rx Copay before Ded?	Before	Before	Before
Tier 1 Rx	$5/$15	$5/$15	**$4/$15**
Tier 2 Rx	$40	$40	$40
Tier 3 Rx	$80	$80	$80
Tier 4 Rx	20%/$200 Max	20%/$200 Max	20%/$200 Max
Tier 5 Rx	20%/$300 Max	**50%/$500 Max**	20%/$300 Max
PRICING			
Monthly	**$3,703.37**	**$3,640.62**	**$3,749.74**
Annual	$44,440.44	$43,687.44	$44,996.88
vs. Renewal	BASELINE	▼ 1.69% −$753/yr	▲ 1.25% +$556/yr

PEDIATRIC VISION

Pediatric vision is an essential health benefit included on all medical plans shown (one child eye exam and one pair of glasses per year on Priority Health).

MEDICAL · RECOMMENDED

$1,558.77 /mo

Renewal · Priority Health POS Gold G50

0.00% $0/yr vs. renewal

Differs from renewal
Recommended

MEDICAL

3 options

	RENEWAL RECOMMENDED	ALT 1	ALT 2
	Priority Health POS Gold G50 POS	**HAP** EPO Gold B12 EPO	**Blue Care Network** POS Gold Option 1 Blue Elect Plus POS
IN-NETWORK MEDICAL BENEFITS			
Deductible	$500/$1,000	**$1,200/$2,400**	**$1,000/$2,000**
Coinsurance	20%	**0%**	20%
Coinsurance Max	$5,500/$11,000	**N/A**	**$5,000/$10,000**
Out of Pocket Max	$9,800/$19,600	**$9,100/$18,200**	**$10,000/$20,000**
Copay before Ded?	Before	Before	Before
Office Visit Copay	$30	**$35**	$30
Specialist Copay	$60	$60	**$50**
Urgent Care Copay	$85	**$65**	**$50**
ER Copay	$400 After Ded	**$300**	**$250**
PRESCRIPTION DRUG BENEFITS			
Rx Copay before Ded?	Before	Before	Before
Tier 1 Rx	$5/$35	**$5/$30**	**$15/$40**
Tier 2 Rx	$80	**$40**	$80
Tier 3 Rx	$95	**$80**	**$100**
Tier 4 Rx	20%/$250 Max	**20%/$200 Max**	**20%/$200 Max**
Tier 5 Rx	20%/$450 Max	**50%/$500 Max**	**20%/$300 Max**
PRICING			
Monthly	**$1,558.77**	**$1,443.86**	**$1,574.74**
Annual	$18,705.24	$17,326.32	$18,896.88
vs. Renewal	BASELINE	▼ 7.37% −$1,379/yr	▲ 1.02% +$192/yr

PEDIATRIC VISION

Pediatric vision is an essential health benefit included on all medical plans shown (one child eye exam and one pair of glasses per year on Priority Health).

DENTAL · RECOMMENDED
$368.02 /mo
Renewal · Delta Dental 100/80/50
0.00% $0/yr vs. renewal

VISION · RECOMMENDED
$64.40 /mo
Renewal · Beam (Principal) VSP Choice Plan #2
0.00% $0/yr vs. renewal

Differs from renewal
Recommended

DENTAL — 3 options

	RENEWAL (RECOMMENDED)	ALT 1	ALT 2
	Delta Dental 100/80/50 — PPO / Premier — Voluntary	**Equitable** PPO 100/80/50 — PPO — Non-Voluntary	**Unum** Passive PPO 100/80/50 — Unum Dental — Voluntary
IN-NETWORK DENTAL BENEFITS			
Annual Max	$1,000	$1,000	$1,000
Deductible	$75/Member	**$50/$150**	**$75/$225**
Cleaning Frequency	2xYear	2xYear	2xYear
Coinsurance Max	N/A	N/A	N/A
Class 1 Coverage	100% Covered	100% Covered	100% Covered
Class 2 Coverage	80% Covered	80% Covered	80% Covered
Class 3 Coverage	50% Covered	50% Covered	50% Covered
Class 4 Coverage	Not Covered	Not Covered	Not Covered
Class 4 Max	N/A	N/A	N/A
PRICING			
Monthly	**$368.02**	**$267.54**	**$373.74**
Annual	$4,416.24	$3,210.48	$4,484.88
vs. Renewal	BASELINE	▼ 27.30% −$1,206/yr	▲ 1.55% +$69/yr

VISION — 4 options

	RENEWAL (RECOMMENDED)	ALT 1	ALT 2	ALT 3
	Beam (Principal) VSP Choice Plan #2 — VSP — Voluntary	**DeltaVision** 130 Standard — VSP — Voluntary	**Unum** Vision 10/10 — EyeMed Insight — Voluntary	**Equitable** Vision 10/25 — VSP — Voluntary
IN-NETWORK VISION BENEFITS				
Exam Copay	$10	$10	$10	$10
Exam Frequency	1xYear	1xYear	1xYear	1xYear
Rx Copay	$10	**$25**	$10	**$25**
Rx Frequency	1xYear	1xYear	1xYear	1xYear
Contacts Allowance	$150	**$130**	$150	$150
Frames Allowance	$150	**$130**	$150	$150
Materials Freq.	1xYear	**Lenses 12 / Frames 24 Mo**	1xYear	1xYear
Contacts in Lieu?	Yes, Not Both	Yes, Not Both	Yes, Not Both	Yes, Not Both
Pediatric Vision	In Medical	In Medical	In Medical	In Medical
PRICING				
Monthly	**$64.40**	**$54.18**	**$70.74**	**$72.82**
Annual	$772.80	$650.16	$848.88	$873.84
vs. Renewal	BASELINE	▼ 15.87% −$123/yr	▲ 9.84% +$76/yr	▲ 13.07% +$101/yr

Grand Risk Advisors provides all of our clients with a dedicated account team. Regardless of size, our clients receive the utmost attention to detail, timely resolution to their needs, and world-class advising on their risk management plan. Below you will find the team assigned to your account.

CLIENT EXECUTIVE



Jenae Davison

DIRECT LINE 616.600.9397 ×106
EMAIL jenaed@grandriskadvisors.com
AVAILABILITY M-F 8am-5pm

Your Client Executive works hand-in-hand with your Risk Advisor to ensure the success of your account strategies. They are a helping hand on service needs, as well as a valuable resource for member education throughout the year with your Account Manager.

ACCOUNT MANAGER



Brooke Noxon

DIRECT LINE 616.600.9397 ×104
EMAIL brooken@grandriskadvisors.com
AVAILABILITY M-F 8am-5pm

Your Account Manager manages the day-to-day occurrences of your account. They handle customer service for you and your employees, new employee additions, employee changes/terminations, billing issues and much more.

Disclosures & Notes

DISCLOSURES

- Information in this presentation is valid as of **10/23/2026**.
- Quotes provided are effective upon the effective date of this proposal/renewal unless otherwise noted.
- Final prices are subject to the terms of the plan as well as underwriting factors if necessary.
- Plan information provided in this document is shown as a summary of plan benefits. In the event of a discrepancy, official plan documents will prevail. Full plan documents are available on request.
- Proposal includes a full risk management assessment from Grand Risk Advisors.
- Proposal includes proprietary product and process information used in risk management strategies for clientele. Information in this proposal is for the client named on the first page and is expected to remain confidential from other members of the employee benefits industry (agents, agencies, insurance companies, etc.).
- Proper compliance documentation will be provided to whomever applicable as soon as a decision is made, should the plan fall under our agency.

NOTES BY LINE OF BUSINESS

GENERAL

1. Renewal and quotes are based on current enrollment as of 10/23/2026.
2. Renewing Priority Health, Delta Dental and Beam as is is advised.

MEDICAL

1. Priority Health renewal: Platinum P47 +12.88% for all P47 enrollees (+13.60% on the renewal letter's enrollment: trend 7.40%, age 6.20%); Gold G50 +13.66% (trend 9.44%, age 4.22%). Lab copays rise to $25 (P47) and $40 (G50).
2. Platinum P47 covers 1 employee only and 1 family; Gold G50 covers 1 employee only. Priority's renewal letter omitted the P47 employee-only enrollee, whose premium uses Priority's 2026 and 2027 age rates.
3. HAP and Blue Care Network quotes are fully insured and age rated. Rates are illustrative and subject to DIFS and carrier approval.

DENTAL

1. Based on 2 employee only and 2 family rates. Delta Dental renewal is +3.00% and includes EHB pediatric dental for members 18 and under.
2. Equitable requires 50% employer contribution and 100% participation, has a 12-month waiting period on major services, and is priced as a package with Equitable vision.
3. Unum dental is voluntary but requires 54% participation of eligible lives; rates may assume the sale of another Unum line.

VISION

1. Based on 2 employee only and 2 family rates. Beam renewal is a 0.0% change; the underwriter changes from National Guardian Life to Principal Life on 1/1/2027, and Principal will issue a new contract.
2. DeltaVision is available only with Delta Dental; rates are Delta's standard 2027 3-tier rates.
3. Equitable and Unum vision rates are guaranteed for 24 months.

3500 (Rev. 01-19)

STATE OF MICHIGAN
DEPARTMENT OF TREASURY

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

March 27, 2026 – (Updated March 30, 2026)

PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS ANNUAL COST LIMITATIONS – CALENDAR YEAR 2027

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as last amended by 2018 Public Act 477, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year after 2011 and before 2019, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. By April 1 of each year after 2018, the dollar amounts shall be adjusted by the change in the medical care component of the U.S. consumer price index for the most recent 12-month period for which data are available. For calendar year 2026, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

- $7,942.09 times the number of employees and elected public officials with single-person coverage
- $16,609.38 times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- $21,660.30 times the number of employees and elected public officials with family coverage.

The limits for 2027 equal the 2026 limits increased by **3.0 percent**. The 3.0 percent is the percentage change in the medical care component from the period March 2024-February 2025 to the period March 2025-February 2026.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2027, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- $8,180.35* times the number of employees and elected public officials with single-person coverage
- $17,107.66 times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- $22,310.11 times the number of employees and elected public officials with family coverage.

Rachael Eubanks
State Treasurer

* There was a typo in the original notice for single-person coverage which listed $8,108.35 instead of $8,180.35.

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: John Beam, Chief of Police
Date: ~~October 29, 2026~~ November 12, 2026
Re: Multi-Factor Authentication

For the Agenda of November 16, 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 from 11-11-26*
2. *Email from Central Square confirming the technology requireme*

K-9 ACTIVITY LOG

Training and deployment activity | Reporting period: June 19 – November 9, 2026

DATE	TIME	DURATION	TYPE	TRAINING / SEARCH ACTIVITY	ROLE	NARRATIVE
06-19-2026	1815–1915	1 hr	Training	Article Search	—	—
07-02-2026	—	15 min	Call Out	Vehicle Search	Primary	Unit deployed on a traffic stop where the operator was arrested.
07-03-2026	—	1 hr	Training	Obedience / Recall	—	—
07-14-2026	—	2 hr	Training	Obedience	—	—
07-15-2026	1900–0100	6 hr	Call Out	Vehicle Search (8)	Assist	Unit was assigned to a TNT operation in Wexford County. Koda was deployed on multiple vehicle searches during traffic stops.
08-01-2026	1700–1900	2 hr	Training	Dope	—	—
08-05-2026	1600–2300	7 hr	Call Out	Vehicle Search	Assist	Unit assigned to a TNT operation in Osceola County. Koda was deployed on multiple traffic stops for vehicle searches.
08-07-2026	1800–2000	2 hr	Training	Tracking	—	—
08-14-2026	—	2 hr	Training	Tracking	—	—
08-17-2026	—	1 hr	Training	Obedience / Recall	—	—
08-25-2026	—	3 hr	Training	Recall / Dope	—	—
10-02-2026	—	2 hr	Training	Obedience / Recall / Dope	—	—
10-06-2026	—	3 hr	Training	Tracking / Bite Work	—	—
10-16-2026	—	1 hr	Training	Obedience / Recall	—	—
10-23-2026	0900–1000	1 hr	Training	Dope / Article Search	—	—
10-23-2026	1440–1500	20 min	Call Out	Vehicle Search	Assist	Unit requested at a traffic stop in Osceola County for a free-air sniff on a pickup truck to assist TNT.
11-09-2026	—	2 hr	Training	Dope / Obedience	—	—

Note: Blank time fields in the source log are shown as em dashes. Wording and activity labels have been standardized for readability; operational details have been retained.

QUESTIONS / CONCERNS

1. **How many callouts have been for mutual aid since June of 2026?**
    a. There were 3 requests for K-9 related mutual aid.
        i. 1 for Osceola County SO (1 Narcotics Search)
        ii. 2 for Traverse Narcotic Team (1 in-county Narcotic Detail / 1 Wexford County Narcotic Detail) Each detail required multiple searches.
    b. The Osceola County Sheriff Department has purchased 3 patrol dogs (2 narcotics) since June.

2. **How much will part-time status cost?**
    a. Fair Labor Standard Act (Federal case law for at-home canine care recommending a minimum of .5 hours per day (3.5 hours per week) compensation at a wage not lower than minimum wage).
        i. 2026 – 13.73 x 3.5 = 48.06 x 26 = $1,249.56
        2027 – 15 x 3.5= $52.5 x 26 = $1,365.00
        Total until June 30, 2027 = **$2,614.56**
    b. Dog Food – Food is provided by Reed City Feed if lost then expectation would be $50/month.
    c. Annual Veterinarian bill **$582.00** (annual check-up / heartworm / vaccinations / flea & tick)
    d. The annual budgeted expenditure line is $1,500.00.
    e. There was an unanticipated expense due to a medical injury. Koda developed a cyst that grew and ruptured. The bill was $1,045.25 which included the treatment of the injury plus his annual vaccinations along with a few months of flea and tick preventive treatment.
    f. Total amount of FLSA and expenditures $4,114.43.

3. **How much continued training is required?**
    a. Best practice is 8-16 hours per month. Hours can be done while on-duty and do not require to be sent to a training class. Training hours on duty do not take the team out of service for complaints and other patrol responsibilities. Northern Michigan K-9 still certifies Officer Hyden and K-9 Koda bi-annually for free and allow them to join any training they host for free.

4. **What will be the availability for K-9 callouts?**
    a. Availability would be based on his full-time work schedule. For the past 5 months, Officer Hyden's full-time employment has required him to work 2 days a week (24-hours shifts) plus 1 to 3 days a week (12 – 24 hours per shift)

in overtime. Recently, Officer Hyden's employer has been able to fill vacant positions which will bring Officer Hyden's workload back to 2 days a week (24-hour shifts), in turn increasing his availability to work patrol shifts.

5. **How many patrol hours will Officer Hyden be scheduled for?**
    a. This depends on the available budget and schedule of Officer Higgins, who is our other part-time Officer (currently works an average of 2 days a week). Officer Hyden could work between 4-5 shifts a month.

6. **If we opt to sell K-9 Koda, how much do we sell him for and what do we do with him until he is sold?**
    a. We purchased K-9 Koda and the 4-week course for $13,000.00. The invoice was not itemized, and Northern Michigan K-9 has not responded to my inquiry on an itemized bill. The average retirement age for a Police K-9 is between 8-9 years old but ultimately depends on the health and drive of the dog annually. Koda is currently 5 years old, approximately midlife of his career.
    b. If we opt to sell K-9 Koda, then we would have to pay someone FLSA to care for Koda or take K-9 Koda to a facility to board him. The cost of boarding K-9 Koda will cost approximately $30.00 per day.

7. **Additional considerations to think about?**
    a. We currently have a large doghouse/kennel at Officer Hyden's residence to house K-9 Koda. We would have to have that transported to DPW and store it until it could be sold. It was taken to Officer Hyden's residence by using a flatbed tow truck. Estimated expense for moving is approximately $250.00, more if there are any complications while loading and unloading.

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: John Beam, Chief of Police
Date: November 25, 2025
Re: Request for Proposal – K-9 Koda

For the Agenda of December 1, 2025

Background.

In October 2023 with the authorization of City Council the Evart Police Department purchased K-9 Koda (a 2-year-old, male, Belgium Malinois) from Northern Michigan K9. Officer Hyden attended a 4-week K-9 Handler course which concluded with Officer Hyden and Koda certifying as a team by passing a Narcotic Detection/Patrol Police Dog Certification Course.

Officer Hyden has now accepted a full-time position of employment with another employer and is being moved to a part-time employment with the Evart Police Department. City Manager Lockhart and I hosted 3 meetings to receive input from council members regarding K-9 Koda's service status and disposition. Each member had questions and expressed concerns which are noted on an attached document. Additional research was conducted pertaining to the questions and concerns of council members, and I have included my research findings in the attached document.

Please review supporting documentation to help choose a proper course to proceed.

Issues & Questions Specified.

1. Do we continue to operate K9 Koda as a part-time resource or disband the program and remove K9 Koda from our asset list?
2. If removed, do we give him to the handler or sell him?
3. If we sell Koda, what amount do we sell him for?

Alternatives.

1. There is no interest in other members of the department in handling K-9 Koda. There are no alternatives to the current options of retaining as part-time, giving him away, or selling him.

Financial Impact.

1. The golf outing has historically raised enough funds that would be required to retain K-9 Koda part-time without funds collected by taxes.
2. If K-9 Koda is sold, the funds received should be returned to the restricted development agreement funds that funded his purchase.

Recommendation.

1. With funding being available and the program being established. My recommendation is to retain our investment, which will be funded through fundraisers, not tax revenue. In six months, if the part-time status does not satisfy our attached goals and expectations, disband the program.

Attachments.

1. *Budget*
2. *Callout history*
3. *List of questions / concerns from Council*
4. *Goals/Expectations*

AGENDA REPORT

To: Honorable Mayor Elkins & Council Members
From: John Beam, Chief of Police
Date: June 11, 2026
Re: Request for Proposal – K-9 Koda

For the Agenda of June 15, 2026

Background.

During the City Council meeting on December 1, 2025, the Council voted to retain K-9 Koda as a part-time Police K-9 for a six-month trial period. As part of this trial, the Council requested that expenditures, callouts, and training activities be tracked and documented to provide a clearer understanding of the benefits and challenges associated with maintaining the Police K-9 program.

The purpose of the trial period was to evaluate the program's operational effectiveness, financial impact, and overall value to the community before making a long-term decision regarding the future of the Police K-9 program.

Issues & Questions Specified.

1. Do we continue to operate K9 Koda as a part-time resource or disband the program and remove K9 Koda from our asset list?

2. If removed, do we give him to the handler or sell him?

3. If we sell Koda, what amount do we sell him for?

Alternatives.

1. There is no interest in other members of the department in handling K-9 Koda. There are no alternatives to the current options of retaining as part-time, giving him away, or selling him.

Financial Impact.

1. The golf outing has historically raised enough funds that would be required to retain K-9 Koda part-time without funds collected by taxes.

2. If K-9 Koda is sold, the funds received should be returned to the restricted development agreement funds that funded his purchase.

Recommendation.

I do not have any recommendations at this time. The program has demonstrated invaluable success and is well established within the community. It has also proven capable of sustaining itself through donations and fundraising efforts when kept active.

However, operating on a part-time basis limits availability for callouts and training opportunities. Additionally, the Osceola County Sheriff's Department has recently added another canine to its patrol roster and expects to add two more within the next six months as older canines are retired and replaced.

Ultimately, this decision rests with the members of the City Council.

Attachments.

1. *Informational report*

2. *Request for Council Action for December 1, 2025 agenda*

CHECK DISBURSEMENT REPORT FOR CITY OF EVART

CHECK DATE 11/05/2026 - 11/16/2026

BANK CODE: 751 - VENDOR

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
11/05/2026	751	3529(A)*#	SCOTLAND OIL COMPANY, INC.	GAS AND OIL	861.000	301	626.60
11/16/2026	751	3531(E)	CAMPSPOT	PROFESSIONAL SERVICES	801.000	756	83.09
11/16/2026	751	3532(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	441	206.85
				UTILITIES	921.000	448	2,323.87
				UTILITIES	921.000	567	37.84
	Check 751 3532(E) Total for Fund 101 GENERAL FUND						2,568.56
11/16/2026	751	3535(E)	STATE OF MICHIGAN	PERMITS AND FEES	729.000	756	188.98
11/16/2026	751	3537(A)	CHARTER COMMUNICATIONS	COMMUNICATIONS	850.000	756	14.63
11/16/2026	751	3538(A)#	DORNBOS SIGN & SAFETY INC.	OPERATING SUPPLIES	740.000	595	6.40
				OPERATING SUPPLIES	740.000	440	6.39
	Check 751 3538(A) Total for Fund 101 GENERAL FUND						12.79
11/16/2026	751	3539(A)	DRUG SCREEN PLUS	PHYSICALS/DRUG TESTING	840.000	301	47.00
11/16/2026	751	3540(A)*#	FILE SAFE, INC	PROFESSIONAL SERVICES	801.000	265	22.58
				PROFESSIONAL SERVICES	801.000	301	55.50
	Check 751 3540(A) Total for Fund 101 GENERAL FUND						78.08
11/16/2026	751	3542(A)*#	MENARDS - BIG RAPIDS	OPERATING SUPPLIES	740.000	441	275.07
11/16/2026	751	3543(A)	MY MICHIGAN HEALTH	PHYSICALS/DRUG TESTING	840.000	441	90.00
11/16/2026	751	3544(A)#	PIONEER GROUP/MI MEDIA GROUP	PROFESSIONAL SERVICES	801.000	690	120.96
				PUBLISHING/PRINTING	900.000	262	575.00
	Check 751 3544(A) Total for Fund 101 GENERAL FUND						695.96
11/16/2026	751	3545(A)*#	REPUBLIC SERVICES #239	PROFESSIONAL SERVICES	801.000	441	131.20
				PROFESSIONAL SERVICES	801.000	567	21.20
				PROFESSIONAL SERVICES	801.000	751	20.84
				PROFESSIONAL SERVICES	801.000	528	12,673.65
	Check 751 3545(A) Total for Fund 101 GENERAL FUND						12,846.89
11/16/2026	751	3546(A)*#	SMITH LUMBER CO	REPAIRS AND MAINTENANCE	930.000	441	97.43
				REPAIRS AND MAINTENANCE	930.000	265	15.49
				REPAIRS AND MAINTENANCE	930.000	595	21.93
	Check 751 3546(A) Total for Fund 101 GENERAL FUND						134.85
11/16/2026	751	3547(A)	TELNET WORLDWIDE	COMMUNICATIONS	850.000	301	218.47
11/16/2026	751	3548(A)*#	TELNET WORLDWIDE	COMMUNICATIONS	850.000	265	67.73
11/16/2026	751	3550(A)*#	UNIFIRST CORPORATION	PROFESSIONAL SERVICES	801.000	441	45.53
11/16/2026	751	3552(A)*#	WILLIAMS, ERIC D.	PROFESSIONAL SERVICES	801.000	266	2,387.50
11/16/2026	751	3553(A)	XEROX CORPORATION	PUBLISHING/PRINTING	900.000	301	63.75
11/16/2026	751	41154*#	DTE ENERGY	UTILITIES	921.000	301	67.91
				UTILITIES	921.000	265	115.95
	Check 751 41154 Total for Fund 101 GENERAL FUND						183.86
11/16/2026	751	41155*#	EVART PARTS PLUS	OPERATING SUPPLIES	740.000	301	19.80

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				OPERATING SUPPLIES	740.000	441	82.07
	Check 751 41155 Total for Fund 101 GENERAL FUND						101.87
11/16/2026	751	41157	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES	801.000	266	183.60
11/16/2026	751	41159*#	LANG MECHANICAL, LLC	PROFESSIONAL SERVICES	801.000	301	95.00
				REPAIRS AND MAINTENANCE	930.000	301	20.00
				PROFESSIONAL SERVICES	801.000	265	155.00
				REPAIRS AND MAINTENANCE	930.000	265	20.00
				PROFESSIONAL SERVICES	801.000	595	95.00
				REPAIRS AND MAINTENANCE	930.000	595	30.00
				PROFESSIONAL SERVICES	801.000	441	155.00
	Check 751 41159 Total for Fund 101 GENERAL FUND						570.00
11/16/2026	751	41160	LERMA	MEMBERSHIP AND DUES	960.000	301	150.00
11/16/2026	751	41161	OSCEOLA COUNTY BUILDING DEPT	RENTAL INSPECTIONS	801.003	701	500.00
11/16/2026	751	41162	RITE CHOICE HEATING, INC.	PROFESSIONAL SERVICES	801.000	265	2,577.60
11/16/2026	751	41163	SPECTRUM PRINTERS, INC.	OPERATING SUPPLIES	740.000	262	845.00
				OPERATING SUPPLIES	740.000	262	105.00
	Check 751 41163 Total for Fund 101 GENERAL FUND						950.00
11/16/2026	751	41165	UNIVERSAL RENT-IT-ALL	EQUIPMENT RENTAL	943.000	523	402.50
Total For Fund: 101							26,064.91
Fund: 202 MAJOR STREET							
11/16/2026	751	3546(A)*#	SMITH LUMBER CO	REPAIRS AND MAINTENANCE	930.000	451	2.59
Total For Fund: 202							2.59
Fund: 203 LOCAL STREET							
11/16/2026	751	3546(A)*#	SMITH LUMBER CO	REPAIRS AND MAINTENANCE	930.000	451	2.59
Total For Fund: 203							2.59
Fund: 590 SEWER FUND							
11/16/2026	751	3533(E)*#	LINGO	COMMUNICATIONS	850.000	537	322.85
11/16/2026	751	3540(A)*#	FILE SAFE, INC	PROFESSIONAL SERVICES	801.000	538	22.58
11/16/2026	751	3545(A)*#	REPUBLIC SERVICES #239	PROFESSIONAL SERVICES	801.000	538	35.83
11/16/2026	751	3546(A)*#	SMITH LUMBER CO	OPERATING SUPPLIES	740.000	539	10.74
11/16/2026	751	3548(A)*#	TELNET WORLDWIDE	COMMUNICATIONS	850.000	537	67.73
11/16/2026	751	3549(A)*#	TRACE ANALYTICAL LABORATORIES	OUTSOURCED TESTING	730.000	538	131.22
11/16/2026	751	3550(A)*#	UNIFIRST CORPORATION	PROFESSIONAL SERVICES	801.000	538	45.53
11/16/2026	751	3551(A)*#	USA BLUE BOOK	OPERATING SUPPLIES	740.000	538	229.93
11/16/2026	751	3552(A)*#	WILLIAMS, ERIC D.	PROFESSIONAL SERVICES	801.000	537	562.50
11/16/2026	751	41154*#	DTE ENERGY	UTILITIES	921.000	538	66.07
				UTILITIES	921.000	538	129.68

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER FUND							
		Check 751 41154 Total for Fund 590 SEWER FUND					195.75
11/16/2026	751	41156	FASTENAL COMPANY	OPERATING SUPPLIES	740.000	539	134.70
11/16/2026	751	41159*#	LANG MECHANICAL, LLC	PROFESSIONAL SERVICES	801.000	538	77.50
Total For Fund: 590							1,836.86
Fund: 591 WATER FUND							
11/16/2026	751	3532(E)*#	CONSUMERS ENERGY	UTILITIES	921.000	546	58.38
11/16/2026	751	3533(E)*#	LINGO	COMMUNICATIONS	850.000	545	322.84
11/16/2026	751	3534(E)	STATE OF MICHIGAN	PERMITS AND FEES	729.000	545	800.41
11/16/2026	751	3536(E)	STATE OF MICHIGAN	PERMITS AND FEES	729.000	545	1,778.72
11/16/2026	751	3540(A)*#	FILE SAFE, INC	PROFESSIONAL SERVICES	801.000	545	22.59
11/16/2026	751	3542(A)*#	MENARDS - BIG RAPIDS	OPERATING SUPPLIES	740.000	547	59.73
11/16/2026	751	3545(A)*#	REPUBLIC SERVICES #239	PROFESSIONAL SERVICES	801.000	547	35.83
11/16/2026	751	3546(A)*#	SMITH LUMBER CO	OPERATING SUPPLIES	740.000	547	10.75
				REPAIRS AND MAINTENANCE	930.000	547	32.27
		Check 751 3546(A) Total for Fund 591 WATER FUND					43.02
11/16/2026	751	3548(A)*#	TELNET WORLDWIDE	COMMUNICATIONS	850.000	545	67.73
11/16/2026	751	3549(A)*#	TRACE ANALYTICAL LABORATORIES	OUTSOURCED TESTING	730.000	546	131.22
11/16/2026	751	3550(A)*#	UNIFIRST CORPORATION	PROFESSIONAL SERVICES	801.000	545	45.52
11/16/2026	751	3551(A)*#	USA BLUE BOOK	OPERATING SUPPLIES	740.000	546	463.65
11/16/2026	751	3552(A)*#	WILLIAMS, ERIC D.	PROFESSIONAL SERVICES	801.000	545	1,437.50
11/16/2026	751	41158	KENNEDY INDUSTRIES, INC.	PROFESSIONAL SERVICES	801.000	545	9,995.00
11/16/2026	751	41159*#	LANG MECHANICAL, LLC	PROFESSIONAL SERVICES	801.000	545	77.50
Total For Fund: 591							15,339.64
Fund: 661 EQUIPMENT POOL FUND							
11/05/2026	751	3529(A)*#	SCOTLAND OIL COMPANY, INC.	GAS AND OIL	861.000	594	1,075.21
				GAS AND OIL	861.000	594	436.44
		Check 751 3529(A) Total for Fund 661 EQUIPMENT POOL FUND					1,511.65
11/16/2026	751	3541(A)	JACK DOHENY COMPANIES, INC	REPAIRS AND MAINTENANCE	930.000	594	3,919.63
11/16/2026	751	3542(A)*#	MENARDS - BIG RAPIDS	OPERATING SUPPLIES	740.000	594	127.98
11/16/2026	751	3546(A)*#	SMITH LUMBER CO	REPAIRS AND MAINTENANCE	930.000	594	4.97
11/16/2026	751	41152	BARNETT'S AUTO REPAIR	PROFESSIONAL SERVICES	801.000	594	30.00
11/16/2026	751	41153	BIG RAPIDS TIRE	REPAIRS AND MAINTENANCE	930.000	594	300.00
11/16/2026	751	41155*#	EVART PARTS PLUS	REPAIRS AND MAINTENANCE	930.000	594	220.40
				PREVENTATIVE MAINTENANCE	930.100	594	565.48

CHECK DISBURSEMENT REPORT FOR CITY OF EVART

CHECK DATE 11/05/2026 - 11/16/2026

BANK CODE: 751 - VENDOR

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 661 EQUIPMENT POOL FUND							
		Check 751 41155 Total for Fund 661 EQUIPMENT POOL FUND					785.88
11/16/2026	751	41164	TRACTOR SUPPLY CREDIT PLAN	REPAIRS AND MAINTENANCE	930.000	594	8.36
				PREVENTATIVE MAINTENANCE	930.100	594	57.57
		Check 751 41164 Total for Fund 661 EQUIPMENT POOL FUND					65.93
Total For Fund: 661							6,746.04
Fund: 702 WINTER TAX							
11/12/2026	751	41150	EVART FIRE DEPARTMENT	DUE TO FIRE DIST MILLAGE	214.481	000	3.87
Total For Fund: 702							3.87
Fund: 703 SUMMER TAX							
11/12/2026	751	3530(A)	OSCEOLA COUNTY TREASURER	DUE TO STATE EDUCATION TAX	214.221	000	165.71
				STATE ED TAX INTEREST	228.110	000	0.12
				DUE TO COUNTY	214.222	000	169.72
				DUE TO COUNTY - INTEREST	222.100	000	0.11
		Check 751 3530(A) Total for Fund 703 SUMMER TAX					335.66
11/12/2026	751	41148	CITY OF EVART	DUE TO GENL - PROPERTY TAX	214.102	000	367.67
				INTEREST & PENALTY	214.103	000	0.23
		Check 751 41148 Total for Fund 703 SUMMER TAX					367.90
11/12/2026	751	41149	EVART PUBLIC LIBRARY	DUE TO LIBRARY	214.223	000	24.67
				DUE TO LIBRARY - INTEREST	223.100	000	0.02
		Check 751 41149 Total for Fund 703 SUMMER TAX					24.69
11/12/2026	751	41151	EVART PUBLIC LIBRARY	DUE TO LIBRARY	214.223	000	0.91
				DUE TO LIBRARY - INTEREST	223.100	000	0.08
		Check 751 41151 Total for Fund 703 SUMMER TAX					0.99
Total For Fund: 703							729.24
Report Total:							50,725.74

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

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

Jennie Sims
Finance Director/Treasurer
o: (231) 734-2181
financedirector@evart.org

To: Honorable Mayor Elkins & Council Members
From: Jennie Sims, Finance Director/Treasurer
Date: October 15, 2026
Re: Finance Director's Report Up to Date

Vendor's List- You will have the vendor's summary report in your packet that lists all vendors paid up until October 19, 2026.

Completed weekly payrolls/reports for the Evart Housing Commission and Evart Area Fire Department and the DDA.

Completed month end for City, Fire Department and DDA (Sept 2026)

Continuing with Summer Tax Disbursements

Quarterly Reporting for City, DDA, Fire Department, and Housing Commission

- Unemployment
- State of Michigan Tax Withholding
- 941 Federal Tax

Assessing Trainings: 2026 State Tax Commission Updates
This completed all 20 hours of MCAO required Continuing Education need for the year

Audit began on-site on October 5, 2026

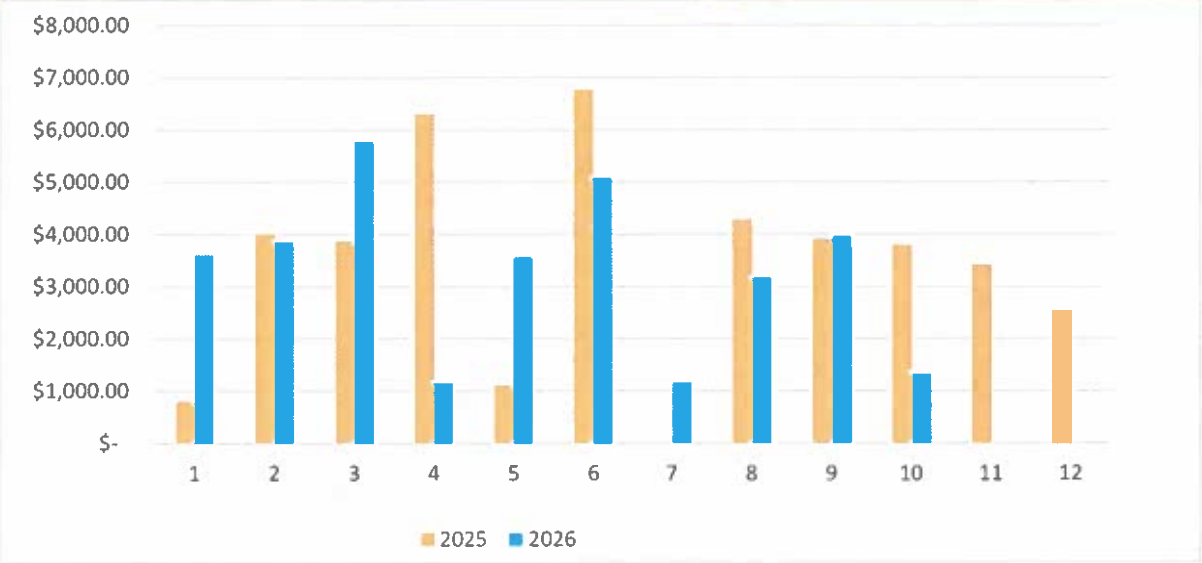
CITY OF EVART MICHIGAN

Department of Public Works
Monthly Report

October 2026

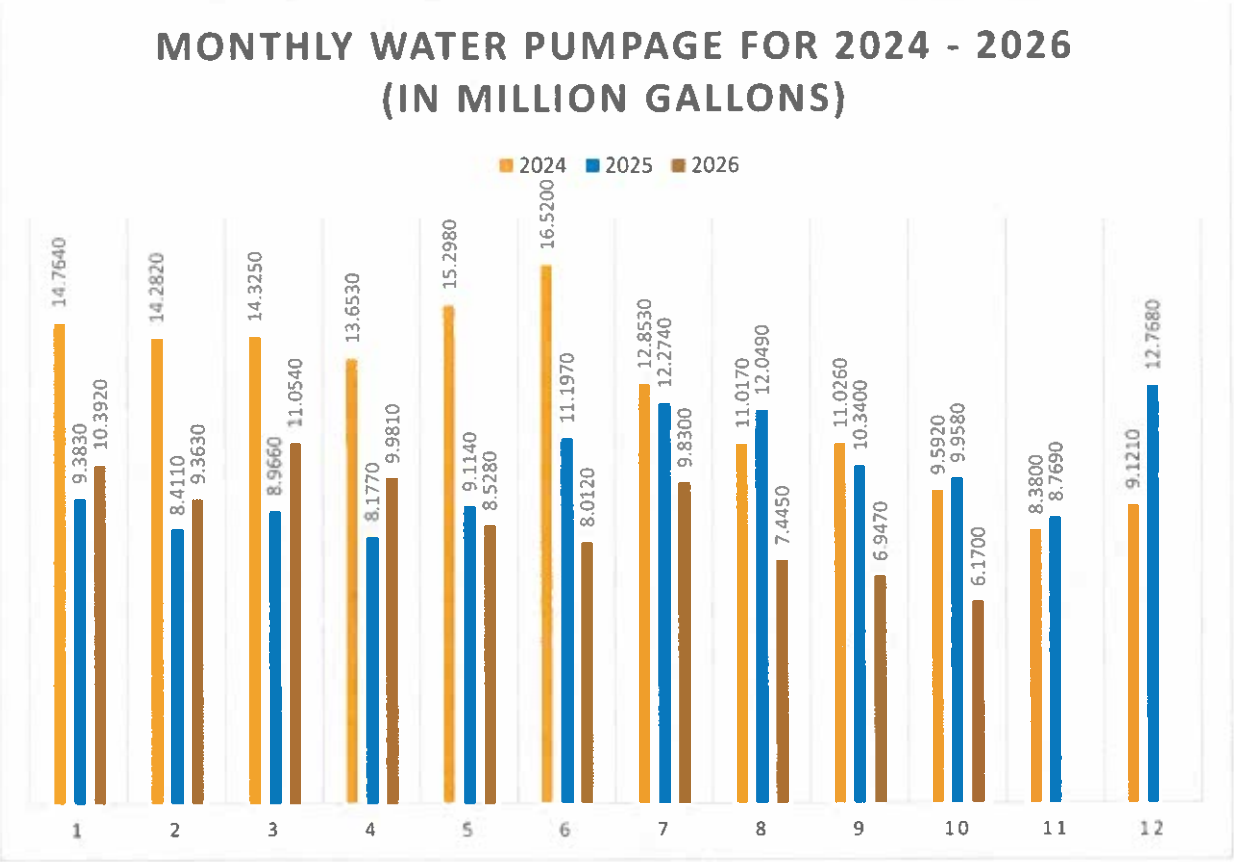
ELECTRIC COMPARISON REVIEW FOR OCTOBER 2025-2026		
	WATER	SEWER
2025	$ 5,495.00	$ 3,793.25
2026	$ 794.23	$ 1,341.21
DIFFERENCE/SAVINGS	**$4,700.77**	**$2,452.04**

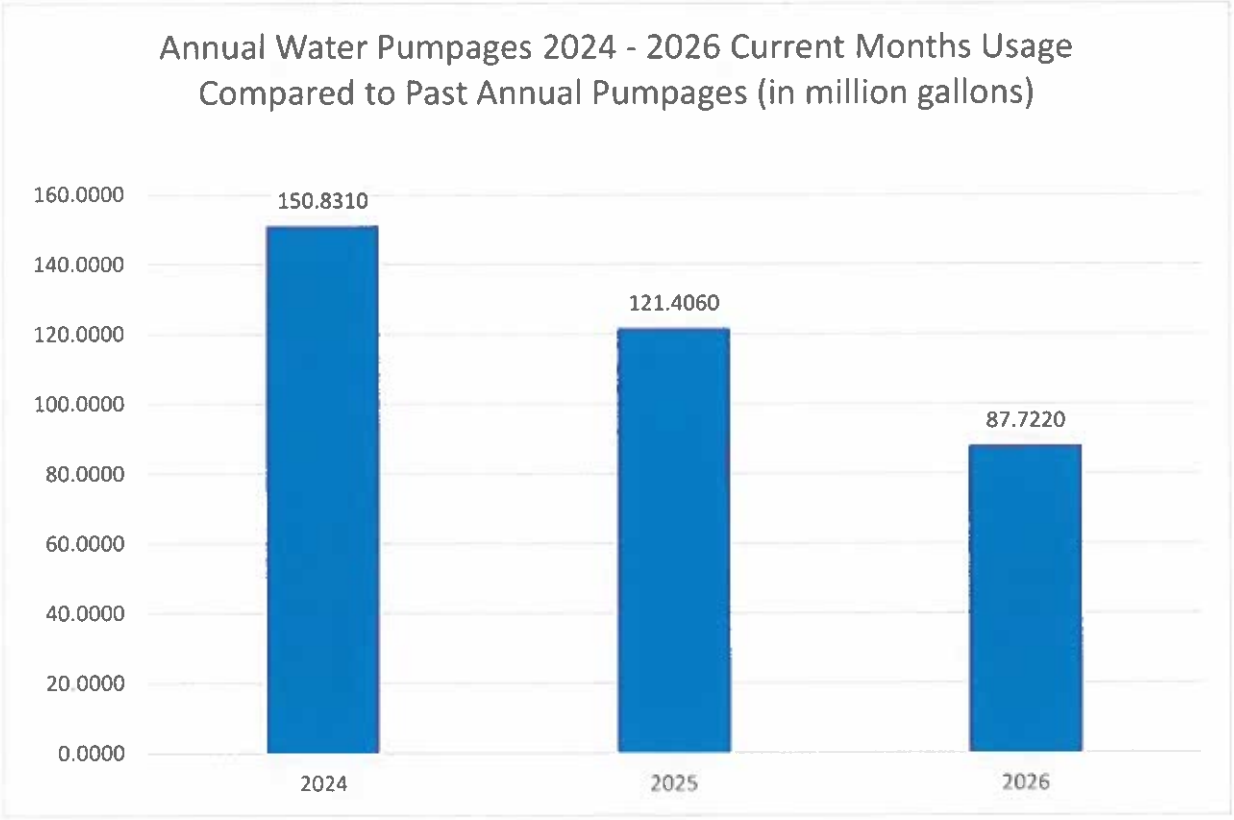
SEWER ELECTRIC COST COMPARED TO PRIOR TWO YEARS (MONTH BY MONTH)



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




MONTHLY WATER PUMPAGE FOR 2024 - 2026
(IN MILLION GALLONS)
2024
2025
2026
14.7640
9.3830
10.3920
14.2820
8.4110
9.3630
14.3250
8.9660
11.0540
13.6530
8.1770
9.9810
15.2980
9.1140
8.5280
16.5200
11.1970
8.0120
12.8530
12.2740
9.8300
11.0170
12.0490
7.4450
11.0260
10.3400
6.9470
9.5920
9.9580
6.1700
8.3800
8.7690
9.1210
12.7680
1
2
3
4
5
6
7
8
9
10
11
12


Annual Water Pumpages 2024 - 2026 Current Months Usage
Compared to Past Annual Pumpages (in million gallons)
160.0000
140.0000
120.0000
100.0000
80.0000
60.0000
40.0000
20.0000
0.0000
150.8310
121.4060
87.7220
2024
2025
2026

2026 Active Shooter Preparedness Program

Osceola County Emergency Services

A Summary of Planning, Training, and Exercise Investments for Community Safety

2026 | Third Quarter Series

PUBLIC INFORMATION BRIEF

PROGRAM OVERVIEW

Building Readiness Together

What Is the ASHER Program?

Osceola County's emergency services have been proactively building their active shooter response capability since 2015. In 2026, that work reached a major milestone — a structured, multi-agency series of planning sessions, training workshops, and full-scale field exercises designed to meet national preparedness standards.

The program is called the **Active Shooter Hazard Emergency Response (ASHER) Series** — part of the county's broader Hazard Management Program, which focuses quarterly investments on the community's most probable worst-case hazards.

Why Active Shooter Preparedness?

8 to 1

Active shooter preparedness inquiries to the Osceola County Emergency Management office outnumber all other hazard requests **8 to 1**.

While active shooter incidents are relatively uncommon, the challenges they present are well-documented and can be anticipated. A consistent finding across 178+ after-action reports from nationwide incidents points to one common denominator: **lack of prior planning, training, and exercise.** Osceola County's ASHER program is a direct investment in closing that gap.

Who Is Involved?

This is a true multi-agency effort. Participating agencies include:

- Osceola County Emergency Management
- Osceola County Sheriff's Office
- Reed City Police Department
- Evart Police Department
- Michigan State Police
- Osceola County EMS
- Reed City Fire/Rescue
- Hersey Township Fire/Rescue
- Lincoln Township Fire/Rescue
- Evart Fire/Rescue
- Osceola County C.E.R.T.

2026 ACCOMPLISHMENTS

What Was Accomplished in 2026

A Year of Investment

The 2026 ASHER Series ran from August through November, building from planning and individual agency training through to coordinated field exercises. The series was designed around four core program components:

1 Safe & Secure Site Program

An annual readiness schedule for sites of all sizes (schools, businesses, churches) including standardized security levels, threat assessment tools, drills, and safety training.

2 Agency Capability Building

Individual and coordinated training for each agency on their specific ASHER role: active entry, Rescue Task Force, tactical medical care, 9-1-1 communications, and more.

3 ASHER Incident Action Plan (I.A.P.)

A pre-established, tested response framework covering incident command structure, communications, roles & responsibilities, scene management, and resource tools — maintained by all public safety agencies.

4 ASHER Recovery Plan

A companion framework for community recovery activities that must begin within one hour of an incident, coordinating with state, federal, and regional partners.

2026 Series Timeline

When	Activities
August	• Incident Action Plan Update • Agency Refreshers • Individual Agency Training
September	• Incident Management Workshops (5 sessions, ~100 participants) at Evart Middle School & Reed City High School • Functional Workshops — Medical Agencies; Government & Supporting Agencies
October 28	• Full-Scale Active Shooter Field Drill — Reed City Church of the Nazarene & Osceola County Commission on Aging (Hersey)
Oct. 29 – Nov. 1	• Active Shooter Recovery Workshop

Approximately **150 participants** engaged across the full series — many attending multiple sessions.

October 28 Field Drill: A Comprehensive Scope

What set this drill apart was its comprehensive scope. Rather than focusing solely on the neutralization of the threat and rescue of victims, exercises stressed the **full spectrum of emergency response**: securing the perimeter, coordinating actions with the facility, and executing full-scale Incident Command and multi-agency communications. This gave participants the most complete, realistic operational experience possible. Public safety agencies successfully completed all activities within a **1-hour timeframe across all 6 test sessions** — a significant operational benchmark.

Notably, the medical component of the exercise extended beyond Fire/Rescue and EMS to include **CoreWell Reed City** — the county's regional hospital — underscoring the full community medical partnership in active shooter response.

Following the October 28 field drill, Emergency Management extended the exercise scenario into a multi-day recovery practice (the **Active Shooter Recovery Workshop, October 29 – November 1**), engaging federal, state, and regional entities that would naturally support community recovery efforts after a real incident. This bridging of the response and recovery phases in a continuous scenario is a best-practice model rarely executed at the local level.

COMMUNITY IMPACT

What This Means for Our Community

Built on National Standards

Osceola County's ASHER program is built on two national frameworks:

National Incident Management System (NIMS)

The nation's standard for emergency incident management, ensuring agencies of all types and sizes can work together effectively during critical incidents. Osceola County operates within NIMS for all emergencies.

NFPA 3000

The national standard for community active shooter preparedness, developed from research on hundreds of real-world incidents. It defines best practices across law enforcement, fire/rescue, EMS, emergency management, and community partners. NFPA 3000 requires annual planning, training, and exercise — this series delivers on that requirement.

School Safety

10
CRITICAL
INVESTMENTS

Osceola County public safety maintains a proactive, multi-layered school safety program consisting of **10 critical investments** led by the Osceola County Sheriff's Office and partner agencies, resulting in a high level of preparedness at all public schools. All Osceola County public schools participate in this program through their assigned Sheriff's Office School Resource Officer, ensuring consistent, agency-led safety coordination at every school campus. The ASHER program integrates directly with and strengthens this existing school safety infrastructure.

Beyond schools, businesses, churches, and other community sites are encouraged to participate in the **Safe & Secure Site Program** to build their own active shooter and all-hazard readiness.

This Is an Annual Commitment

The 2026 ASHER Series is not a one-time event — it is one cycle of an ongoing, annual program. The Osceola County Hazard Management Program schedules quarterly preparedness investments across the county's most critical hazards. ASHER is addressed each year, ensuring that public safety agencies maintain and build on their capabilities over time, not just in a single training cycle.

Plan	Train	Exercise	Review & Improve	Repeat Annually

MEDIA & AGENCY FAQ

Frequently Asked Questions

Q **Was this program launched in response to a specific threat or incident in Osceola County?**

A No. Osceola County's emergency services have been proactively developing the ASHER program since 2015, with a long-term goal of meeting national preparedness standards. The 2026 series represents a continuation and significant milestone in that ongoing commitment — not a reaction to any specific local threat or incident.

Q **How much did this program cost, and where did the funding come from?**

A The primary investments for this series came from internal agency funds, with each participating agency absorbing its own personnel costs. Osceola County Emergency Management contributed the primary time and effort for exercise design, coordination, and project management. This model demonstrates that meaningful preparedness can be achieved through deliberate investment of existing public safety resources.

Q Are Osceola County schools safe right now?

A Yes. Osceola County public safety maintains a proactive, multi-layered school safety program consisting of 10 critical investments led by the Osceola County Sheriff's Office and partnering agencies. The ASHER program further strengthens that existing foundation. School safety is a continuous, collaborative priority — not a one-time initiative.

Q What national standards govern this program, and why does that matter?

A The program is built on NIMS (National Incident Management System) and NFPA 3000, the national active shooter preparedness standard. These frameworks matter because communities and agencies are increasingly held accountable to national standards following major incidents. Osceola County's proactive alignment with these standards ensures our response would be structured, coordinated, and effective — and that we can work seamlessly with state and federal partners if needed.

Q What happens between annual exercise series — is public safety always ready?

A Yes. The Osceola County Hazard Management Program ensures that public safety agencies invest in planning, training, and exercise for critical hazards on a regular, scheduled basis throughout the year. Individual agencies never stop building their skills and readiness — these quarterly investments provide structured, community-wide focus on specific hazard areas at regular intervals. The ASHER series happens annually in alignment with NFPA 3000 requirements.

Q Will this program continue?

A Absolutely. The 2026 series was explicitly designed as the foundation for an annual process. NFPA 3000 requires annual planning, training, and exercise, and the Osceola County Hazard Management Program schedules this commitment every year. The goal is a sustainable, ever-improving capability — not a one-time effort.

For More Information

Mark Watkins

Osceola County Emergency Management Director

EMAIL osceolaemd@gmail.com

WEB osceolaemd.us

Osceola County Emergency Management

Preparing Our Community. Protecting Our Future.

Pepper Lockhart
Office of the City Manager

Monthly Report

Treasury and Finance Department

Finance Director Sims has been working to complete the audit with the auditors. She has completed all monthly reports for the city, DDA and the fire department.

Department of Public Works and Water & Sewer Department

The DPW Director has had the staff assisting with the water connections on Cedar Street for the Housing Commission. They have been removing stumps and working on some sidewalks.

USDA Grant

The city received the equipment and the section 504 training for compliance. We have done the closing paperwork for this grant.

SRF PROJECTS

CWSRF- The mission system has been installed. Fences are being finished on ponds.
DWSRF- We have completed 54% lead service lines.

Community Development Block Grants

CDBG-WRI grant- The paving is now complete along with the water/sewer main
CDBG MSHDA- 101 S Main St- Bids had to be extended. Received four bids for the project. Has been moved to the Michigan Strategic Fund Board at the January meeting.

Police Department

Chief completed the process to hire the full-time officer.

MISC

We had the annual Halloween event on main street. The annual Riverside East Haunted Park was a success. We are working on the Christmas event and concert.
I attended the MEDC roadshow for Mt. Pleasant. I attended a meeting about trail signs for the bike trail in Chase. Chad attended the Rural Task Force meeting.

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

KICK-OFF MEETING SUMMARY
City of Evart
Parks Improvements
F&V Project No.: 881470
November 4, 2026

I. Scope

- Elements:
  - Riverside Park West
    - Additional campsites
      - Preferred layout for waterfront sites from DPR Director
    - Dumpster enclosure with vinyl fencing
    - ADA parking spaces
    - Explore ways to define existing campsites
    - Assess conditions of existing pavilion structures and extents of replacement to the concrete pads
    - Incorporate splash pad recirculation implementation (**1st priority**)
    - Explore options for adding split rail fencing along parking areas and drives to direct users throughout the site with the goal of removing boulders
    - Improvements to existing basketball court pavement and hoops
      - Hoops to likely be stationary height unless we may be able to get extra grant app points for adjustable ht.
    - Assess volleyball court conditions and propose improvements if necessary
    - Explore costs and space needed for transforming shuffleboard court area to pickleball courts
      - Assess fencing conditions and where fence can be reused for pickleball courts
    - Incorporate trash receptacles throughout park and opportunities for new benches and grills
    - Explore options for a single unisex restroom near the splashpad
    - Identify upgrades for T-Ball field, examples include:
      - New bleachers
      - New dugout benches
      - Layer of aggregate infield fill
      - New backstop
    - Review P&R plan to brainstorm ideas for use of additional City park property (pending closing of sale)
    - Incorporate paths to connect park elements for accessibility factor
  - Nicolaus Martin Skate Park
    - Have $27,000 set aside specifically for skate park improvements
      - City has quote for $14,500 for the repairs of concrete in skate park
    - Explore options for new skate park equipment
    - Explore options for multiple uses within the skate park including but not limited to:
      - Modular pump track

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

        - Fitness or adventure course
        - Bike skills course
        - BMX / Bike Park
    - Tennis Court & Ballpark
        - Assess court conditions and suitability for pickleball courts
        - Explore options for repair and resurfacing for a combination of tennis and pickleball, if space allows
            - Have quote for repairs and resurfacing of court to include in overall cost estimate
        - Compile options for new pitching mound and bases for ballpark
- Once draft of concept is complete, compile costs of all improvements to guide prioritizing what gets included into the grant application

II. Schedule

i. Anticipated target dates:

1. Santa at the Depot Dec. 12
    a. Aim to have a rough concept plan complete with examples of elements for community to vote on
2. Middle to end of January – have finalized concept adopted by City and resolution passed
3. February & March will be focused on grant application
4. MDNR App Deadline April 1, 2027

III. Other

a. Invoicing from F&V to be sent to Chris Mulkerns