

## EVART FIRE BOARD MEETING MINUTES

MAY 21, 2019

Pledge of Allegiance.

Meeting called to order @ 4:03 by Co-Chairman Elliott.

**Roll Call: Members Present:** Dan Elliott – City of Evart, Sherri Bancroft – Osceola Township, Bev Mills – Sylvan Township, Gary Hammer – Evart Township, Brad Morgan – Orient Township (Absent).

**Guests Present:** Dale Bailey, Angie Cushman, Travis Douglas, Denise Custer, Shane Helmer.

Citizens Comments: None

**MOTION BY BANCROFT, 2<sup>ND</sup> BY MILLS to approve the agenda with the following amendment, under New Business # 13 Sonar. MOTION PASSED.**

**Old Business:** Green Truck Plan Shane stated that the truck was maybe going to be used as a tender, and when he asked about the modifications that it may not be NFPA compliant. He was asked that he take it back to the board with the specs and see if they would like to proceed. Shane would like to make it a tender, but if not able to he would like to make it a box truck for equipment. This would be compliant and would not be a water hauling truck. Each truck must be engineered as center of gravity with the height and weight of the truck.

Tower truck update, Shane has 5 different agencies' helping in the search for a truck. He stated that the prices are very steep and just not what we have been looking for.

Boat Purchase, Gary and Randy found a new boat in San Diego. It has been utilized twice since purchasing it. It is a Zodiac type boat that is 15 foot 6 in long, Randy had 6-7 people in the boat on the river and could hold more.

Ranger Purchase update, Shane spoke with Lakeside and they are unwilling to do a 3-year interest free plan. Discussion was held on options to be able to pay for the Ranger. The cost of the Ranger is \$10,000. The other option is to turn it back in to Lakeside. Discussion was held, and it was decided to turn the unit back in to Lakeside. Dan suggested we look at a new unit and check out prices for brand new.

**New Business:** Shane presented the board with some policy changes and updates, and he would like the board to read over them and come back with any suggestions or changes that would need to be made.

Shane presented the board with the New Boat policy and asked that they also read through it and suggest any changes if needed.

Shane presented the board with the Water Rescue Response policy, and asked they read through it and suggest any changes needed.

Shane stated that we have a firefighter that are larger needs gear and needs a helmet that is custom fit for him, and we would like to get the correct size gear for him. Shane would like to Pre-Purchase this gear as it takes a while to get it.

**MOTION BY BANCROFT, 2<sup>ND</sup> BY HAMMER, to pre-purchase a new set of gear for \$2500. MOTION PASSED.**

Shane has given his gear up to a firefighter because he does not go into fires, at this point, but would like to have a set of gear. He would like to order a set that is only \$835 for himself.

**MOTION BY BANCROFT, 2<sup>ND</sup> BY HAMMER to Pre-Purchase firefighting gear for the Chief at the cost of \$835. MOTION PASSED.**

Shane stated that we had 2 sets of gear that was damaged and 600 feet of hose that was also damaged during a fire, with hydraulic fluid, we did try to clean the gear by sending it out, but was unsuccessful, and it will need to be replaced, the insurance company has issued payment for the gear and hose has already been replaced.

**MOTION BY MILLS, 2<sup>ND</sup> BY BANCROFT, to purchase 2 sets of replacement gear at the cost of \$4,875. MOTION PASSED.**

Shane received a Matching Grant from the Osceola County Community Foundation for \$5000. Shane would like to upgrade and update the meeting room, with plasma tv's, more outlets, and make the room into a video conferencing also. This will be used for anyone in the community.

Shane needed approval to submit for a DNR Grant for 50/50 match up to \$4,999.99.

**MOTION BY BANCROFT, 2<sup>ND</sup> BY MILLS, to give the Chief permission to submit a DNR grant. MOTION PASSED.**

Shane is asking for permission for Lieutenant Douglas to pursue a grant from Fire House Subs for \$15,000 to \$25,000 for water rescue equipment.

**MOTION BY HAMMER, 2<sup>ND</sup> BY BANCROFT to approve the submission to ask for a grant from Fire House Subs. MOTION PASSED.**

Shane stated that he would like to submit a grant to USDA for a replacement of the Yukon or a truck. When he did this years ago for the Yukon, he was given \$18000 for the \$30000 Yukon back in 2008-09. It is a 38% / 62% split.

Shane is asking that we approve the process for a grant for Trans Canada (TCEnergy) for rescue equipment, or possibly a UTV.

**MOTION BY BANCROFT, 2<sup>ND</sup> BY HAMMER, to submit a grant to TCENERGY. MOTION PASSED.**

Shane explained that while on the lake and river recoveries the last few months, he stated that the boats are equipped with Sonar. The ones that are being used are Garmin 7s Striker. It has side scan. They range in price of \$499.99 and up. Shane would like to purchase a sonar for the boat.

**MOTION BY MILLS, 2<sup>ND</sup> BY HAMMER, to purchase a sonar for the boat up to \$500. MOTION PASSED.**

**MOTION BY BANCROFT, 2<sup>ND</sup> BY MILLS, to approve the Meeting minutes of April 16, 2019 as written. MOTION PASSED.**

**MOTION BY BANCROFT, 2<sup>ND</sup> BY HAMMER, to pay the monthly bills totaling \$6,879.08 beginning with check #6064-6082. MOTION PASSED.**

Treasurers report: General Checking \$19,426.27, Truck Account \$13,138.86 with a total of \$32,565.13.

**MOTION BY HAMMER, 2<sup>ND</sup> BY BANCROFT, to approve the Treasurers Report as presented with an ending balance of \$32,565.13. MOTION PASSED.**

**Fire Chief Report:** Shane stated that we have everything up to date right now, and not a lot to report, and that we are well over 200 runs thus far for the year. Which is a little higher than last year.

Dan spoke with Sue Weingarten on the future of the fire department and has a report that he would like to continue looking into and also has more information coming in June or July and will present it to the board then.

**Citizens Comments:** Sherri wanted to say thank you to the firefighters for their contribution to Waylon at the Elementary School, he is a handicapped child in Kindergarten that is in a wheelchair, and they are raising money for a handicap swing. Shane put out a challenge to the department guys and he would match it, and at this point they gave a donation of \$500 with more money being collected yet.

**Next Meeting is JUNE 16, 2019 @ 4pm.**

**MOTION BY MILLS 2<sup>ND</sup> BY HAMMER to adjourn the meeting @ 5:38pm. MOTION PASSED.**

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

**Submitted by, Angela Cushman**

**Administrative Assistant Evart Fire Department.**

# RCB CONTRACTING SERVICES

6649 65th Avenue  
Ewart, MI 49631  
231-846-0800  
rcbcontracting17@yahoo.com

# Estimate

Number: E105

Date: May 31, 2019

**Bill To:**

City of Ewart

**Ship To:**

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Terms	Project
	Tear Down on Cedar

Date	Description	Amount
5-31-19	Tear Down of Trailer and Shed at 828 N. Cedar Street Dispose of Waste in Approved Containers Haul Away Cement Haul In Black Dirt and Level Ground Spread Grass Seed *City will be responsible for Asbestos and Lead Testing	7,500.00
<b>Total</b>		<b>\$7,500.00</b>

2. Document given to city council  
On 6/3/2019

(Labeled "additional documents" on final agenda)



# RIETH-RILEY CONSTRUCTION CO., INC.



100% Quality • 100% Employee Owned • Over 100 Years

RIETH-RILEY CONSTRUCTION CO., INC.   ▲   20251 E. 19 Mile Road   ▲   Big Rapids, MI 49307

Submitted to: <b>City of Evert</b> attn: Mark 5814 100 <sup>th</sup> Avenue Evert, MI 49631	Job Name: <b>2<sup>nd</sup> Street Re-Paving</b>	Date: <b>6/03/2019</b>
	Job Location: <b>2<sup>nd</sup> Street, between Hemlock &amp; Pine Evert, MI 49631</b>	Phone: <b>231/734-2181</b> Fax: <b>231/</b>

Rieth-Riley Construction Co., Inc. ("Rieth-Riley") submits to Owner/Contractor ("Customer") this Proposal based on a Drawing by: **Proposal #BR19052b**  
Sketch from existing field conditions.

## Asphalt Paving Quote 2<sup>nd</sup> Street

2<sup>nd</sup> Street: Approximately 5,700 sft in area at 3" thick  
From Hemlock Street to Pine Street

1. Mill or pulverize the existing asphalt pavement surface to an approximate depth of 3" - 4".
2. Re-grade and compact the base material.
3. Furnish and install a new asphalt leveling course at the approximate rate of 165#/syd, 1½" thick using a 13A or equal HMA material.
4. Apply tack/bond coat prior to installing asphalt surface course.
5. Furnish and install a new asphalt surface course at the approximate rate of 165#/syd, 1½" thick using a 13A or equal HMA material.

**Total Lump Sum Amount: \$15,640.00**

3. Document given to city council  
On 6/3/2019

(Labeled "additional documents" on final agenda)

Phone 231/796-7268   ▲   Fax 231/796-4068   ▲   rmckenzie@rieth-riley.com

*This Proposal is in effect for 30 days and can be subject to change after that date.*

THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS SET FORTH ON THE ATTACHED 2<sup>nd</sup> PAGE OF THIS DOCUMENT.

By:   
(Rod McKenzie Project Manager)

RIETH-RILEY CONSTRUCTION CO., INC.

ACCEPTANCE OF PROPOSAL #BR19052b 2<sup>nd</sup> Street, Evert, MI  
I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS & CONDITIONS on Page 2, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed at your earliest convenience.

OWNER / CONTRACTOR

Date: 6-3-2019

  
(Authorized Signature)  
**Sarah J. Dvoracek, City Manager**  
(Printed Name & Title)

## **STANDARD TERMS & CONDITIONS OF THIS RIETH-RILEY CONSTRUCTION CO., INC. PROPOSAL**

The following terms and conditions are part of this Proposal:

1. All material is warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this Proposal, Customer, at its expense, shall provide a properly compacted and stable sub grade or subbase, or aggregate base (proof rolling or other testing satisfactory to Rieth-Riley) upon which any material is to be placed.
2. Other than as expressly provided for in this proposal, Rieth-Riley (Contractor) makes no express or implied warranties, including warranties of merchantability or fitness for a particular purpose. Customer's sole remedy for breach of warranty is limited exclusively to removal and replacement of the defective work. Other than removal and replacement Rieth-Riley has no other liability for any other type of damage, whether incidental, consequential or otherwise.
3. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Rieth-Riley to place its paving materials over a subgrade or a subbase, an aggregate base, or an existing pavement the condition of which Rieth-Riley has advised Customer is unacceptable.
4. Rieth-Riley will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
5. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, underground storage systems, access tunnels, sprinkler systems, or underground and above ground utilities not specifically described on the plans or accurately marked on the jobsite so as to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
6. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
7. If no sales tax is included in this Proposal, the Customer is required to provide a valid sales tax exemption certificate; otherwise, sales tax will be added when completed work is invoiced.
8. Rieth-Riley will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to the terms outlined herein.
9. **PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES** issued, whether progress or final for work completed to date. If prompt payment is not received, Rieth-Riley will suspend work in progress.
10. Nothing herein contained shall be construed as a waiver or modification of Rieth-Riley's statutory lien rights, which lien rights Rieth-Riley will exercise if payment by Customer is not promptly made.
11. **A SERVICE CHARGE OF 1½% PER MONTH**, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees and expenses.
12. Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite. Customer agrees to defend, indemnify, and hold harmless Rieth-Riley, its officers and employees from any claim arising from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer's violation of environmental law, regulation, or policy.
13. The following sentence only applies of the parties intend that their contractual relationship will be governed by a written contract other than this Proposal. This Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.

**"LICENSE NO. 2104006947-2106154910**

A residential builder or a residential maintenance and alteration contractor is required to be licensed under Article 24 of Act 299 of the Public Acts of 1980, as amended, being Sections 339.2401 and 339.2412 of The Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being Sections 338.861 to 338.89a of the Michigan Compiled Laws. A plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended, being Sections 338.901 to 338.917 of the Michigan Compiled Laws."

RIETH-RILEY CONSTRUCTION CO., INC.

PROPOSAL #BR19052.6 6/03/2019



2ND STREET

CITY OF EVART





**City of Evart**  
5814 100<sup>th</sup> Avenue  
Evart, Michigan 49631  
Phone: 231-734-2181  
Fax: 231-734-3917  
[www.evart.org](http://www.evart.org)

*City Manager*  
Treasurer/Assessor  
Sarah Dvoracek  
[sarah.dvoracek@evart.org](mailto:sarah.dvoracek@evart.org)

*City Clerk*  
Heather Pattee  
[cityclerk@evart.org](mailto:cityclerk@evart.org)

*Department of Public Works*  
Director/Zoning  
Administrator/Airport  
Manager  
Mark Wilson  
[mark.wilson@evart.org](mailto:mark.wilson@evart.org)

*Chief of Police*  
John Beam Jr.  
[john.beam@evart.org](mailto:john.beam@evart.org)



4. Document given to city council  
On 6/3/2019  
(Labeled "additional documents" on final agenda)

To: Honorable Mayor Joyce and Councilmembers  
From: Heather Pattee, City Clerk  
Date: June, 1, 2019  
Re: Agenda report by City Manager regarding the preservation and storage of City's records

In reference to the letter submitted by Evart City Manager, I acknowledge that the Evart City Charter does not include the keeping of cemetery records in the job description of the City Clerk. For decades, Evart has encouraged this responsibility, the keeping of public cemetery records, be assumed by the office of the City Clerk.

When I assumed the position four years ago, the former City Manager, authorized the continuation of these responsibilities by saying, "Make the cemetery your own" and "Own it." I have been onsite at the cemetery to oversee all burials and foundation placements until the new sexton was trained. I had an oversized map of the cemetery made to make it easier for everyone to see what graves were available, and is available to all parties concerned when selecting or researching plots. In addition, City Hall staff has had, and will continue to have, access to my schedule and are free to make appointments on my behalf.

The residents/nonresidents, monument companies, and funeral homes all have access to my cell phone and email. Regardless if I was reimbursed \$40.00 or not, I would still have my contact information posted publicly making it easy for anyone to contact me when needed.

As was anticipated, the collection, processing and entry of BS&A data has taken longer than scheduled due to the lack of sufficient work space inside City Hall at the time. Now that space has been secured, this process will be more easily facilitated. Furthermore, deeds and affidavits of the cemetery require the notarization of the City Clerk. As such, this additionally underscores the need for the City Clerk to be involved in an ongoing basis.

I love this aspect of my job and take great pride in it. I would love to continue to serve the City of Evart in this capacity. Thank you for your time and consideration in this matter.

Warmly,

*Heather Pattee*  
Heather Pattee, City Clerk

*Given to  
Council  
6-3-19*



May 31, 2019

Dear Evert City Council,

I am writing in regards to Heather Pattee. She has been most helpful and patient while working with me on the burial of my mom. She has gone above and beyond with her time and knowledge in making this work for our family. Heather has been there every step of the way, with guidance on this process, providing wisdom, pricing and instruction. I truly appreciate her kindness and compassion when dealing with such matters. I was not just a customer/client that she needed to take care of. She gave me her personal number and actually made time to meet me at the cemetery to explain my options. You can tell this is not just a job, but a passion of hers, helping families at a difficult time.

Sincerely,

Angie Tower

5. Document given to city council  
On 6/3/2019

(Labeled "additional documents" on final agenda)