



City of Evart
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John Beam Jr.
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April 30, 2019

To: Honorable Mayor and Council Members
From: Sarah Dvoracek, City Manager

Re: Lease Agreement between the City of Evart and Dion Mitchell

In June 2011 the City of Evart entered into a lease agreement with Dion Mitchell, allowing him to lease property for a billboard for the amount of one (1) dollar per year as long as Mr. Mitchell had an agreement with the Evart Chamber of Commerce for advertising. The property on which the billboard stands is located 620 feet west of the west water tower and 60 feet south of the center line of US 10.

Mr. Mitchell was recently informed, by the Evart Chamber of Commerce, the chamber will no longer use the billboard for advertising and he is requesting a new lease agreement with the city. Mr. Mitchell would like to begin utilizing the billboard for profitable advertising.

I am requesting council's direction for a new lease proposal.

blm

LEASE AGREEMENT

This agreement, dated this _____ day of June, 2011, between the City of Evert, as Lessor and Dion Mitchell, d/b/a Image Graphics, as Lessee.

As a lease agreement, on real property, owned by the City of Evert, it is agreed between the parties, as follows:

1. DESCRIPTION OF PREMISES:

This parcel is limited to the placement of a billboard sign location which is located 620 feet west of the current water tower site and 60 feet south of the center line of US 10.

2. TERM

This lease shall be for a term of five (5) years and is renewable for an additional five (5) years, unless notice of termination is received by the other party at least 30 days prior to the termination of the original term.

3. COMPENSATION

The Lessee shall pay the Lessor the sum of \$1.00, per year, on the anniversary date of this lease.

4. LIABILITY & INSURANCE

The Lessee shall hold the Lessor harmless from any liability regarding the Lessee's use of this property, including the placement and use of any billboard being erected on the property and releases the Lessor from any such liability. Lessee shall also obtain, and maintain, liability insurance, regarding the Lessee's use of the property, in an amount of not less than \$500,000.00.

5. PERMITS AND STRUCTURES

Any expense of permits and structures shall be the responsibility of the Lessee and any structure located on the property shall be removed at the termination of the lease. If it is not removed, the Lessor shall remove the structure and the Lessee shall be responsible for the cost thereof.

6. CHAMBER OF COMMERCE

In the event that the Lessee's agreement with the Evert Chamber of Commerce terminates and the Lessee chooses to sell billboard space to other third parties, the rate of compensation shall be re-negotiated between the parties. If the parties cannot reach an agreement, the lease shall terminate accordingly.

7. COMPLETE AGREEMENT

This is a complete agreement of the parties and no additions or modifications shall be effective unless in writing and executed by all parties.

8. JURISDICTION

This contract shall be interpreted under the laws of the State of Michigan and the proper venue, for any action filed in a court of competent jurisdiction, shall be Osceola County, Michigan.

Date: June ____, 2011

CITY OF EVART

BY: ZACHARY SZAKACS, City Manager

IMAGE GRAPHICS

BY: DEON MITCHELL, Owner