



Pamela Colestock – Mayor
William Steele – Mayor Pro Tem
Deb Malewski – Council Member
Stacey Robison – Council Member
Ken Nicholas – Council Member

Yvonne Ridge – City Manager
Larry Joe Weeks – Police Chief
Roger McNutt – Fire Chief
LeRoy Hummel – Building Official
Rob Pierce – Public Works/Utilities Director
Genny Allen – Treasurer/Finance Director
Robin Webb – City Clerk
Corey Cagle – Director of Parks, Recreation and Events
Randy Jewell – City Assessor
Cullen Harkness – City Attorney

CITY COUNCIL MEETING

AGENDA

March 11, 2024

7:00 p.m.

City Hall

This meeting will be streamed live for viewing only at:

<https://us06web.zoom.us/j/81891922214>

Meeting ID: 818 9192 2214

Please note all public comments must be made in person.

1. CALL TO ORDER.
2. ROLL CALL.
3. PLEDGE OF ALLEGIANCE.
4. INVOCATION
5. APPROVAL OF THE AGENDA.
6. APPROVE THE CLOSED SESSION MINUTES FOR FEBRUARY 12TH MEETING.
7. APPROVE THE CLOSED SESSION MINUTES FOR FEBRUARY 26TH MEETING.
8. APPROVAL OF THE MINUTES OF February 26, 2024, CITY COUNCIL WORK SESSION MEETING.
9. APPROVAL OF THE MINUTES OF February 26, 2024, CITY COUNCIL MEETING.
8. APPROVAL OF CHECK DISBURSEMENTS TOTALING \$ 384,846.46.
9. CITIZEN COMMENTS AND QUESTIONS.
10. UNFINISHED AND SPECIAL BUSINESS.
 - a. State of the City Address Presentation-Mayor Colestock.
11. ITEMS OF BUSINESS.
 - a. Approve Harkness Law Firm as the City Attorney for a three (3) year contract, beginning July 1, 2024 and expiring June 30, 2027.

b. Approve Temporary Agreement with the Public Utility and Department of Public Works employees.

c. Approve notifying Off Grid Acres, LLC that the offer to purchase parcel # 300-034-300-250-03, #300-004-400-999-00 and # 120-027-300-096-00 is declined.

d. Appoint Richard Freer to the Zoning Board of Appeals, as the alternate for a term ending 03/11/2027.

e. Appoint Stan Williams to the Zoning Board of Appeals for a term ending 03/11/2027.

12. CITIZENS COMMENTS AND QUESTIONS

13. REPORTS.

- a. Fire Chief, Police Chief, City Manager
- b. Council Members.
- c. Mayor

14. ADJOURNMENT.

ADDRESSING THE CITY COUNCIL

This item on the agenda is for the public to present comments or questions to City Council regarding any topic. Anyone wishing to speak should raise their hand and when recognized by the Mayor, should stand, come to the microphone, give their name, and address and proceed with their comments or questions. In the interest of time, citizens may be limited **to five minutes** to present their comments or ask questions.

NEXT MEETING

Monday, March 25, 2024

Boards and Commissions Openings:

LDFA (1)

Planning Commission (1)

DDA (1)

Local Officer's Compensation Committee (1)

**City of Eaton Rapids
Work Session**

March 11, 2024

A Work Session of the Eaton Rapids City Council was held at City Hall, 200 S. Main Street, on February 26, 2024, at 5:00 p.m.

Call To Order:

Mayor Colestock called the work session meeting to order at 5:00 p.m. Present were Mayor Colestock, Mayor Pro-Tem Steele, Councilpersons Nicholas, Malewski and Robison.

Administrative Staff Present were City Manager Ridge, Treasurer/Finance Director Allen, Public Works and Utilities Director Pierce, Building Official Hummel, City Clerk Webb, and City Attorney, Harkness.

Public Comments: None

Unfinished and Special Business: None

New Business:

1. Vendor Presentation for new license plate scanners

Discussion regarding new license plate scanners. Chief Weeks gave an overview and a request for 8 cameras with a cost of \$60,000 for two years. Chief Weeks commented on concerns from council and Mayor Colestock asked Chief Weeks to bring a proposal to Council including financial information to support this purchase.

2. MERS Presentation of Annual Valuation – Marney Daggett

Marney Daggett presented the Annual Valuation specific to the Defined Benefit plan. This information will be used for 2024.

3. Budget Schedule

Finance Director/ Treasurer Allen presented the 2024-2025 Budget Schedule. The first Budget Committee Meeting will be on Thursday, February 29 at 4:00 pm.

4. Revenue and Expense update

Finance Director/Treasurer Allen presented the revised Financial Statement for Council Review

Public Comments: None

Steele moved, Robison seconded to go to closed session at 6:07 pm

Closed Session under 8(a) of the Open Meetings Act, to consider a matter of Attorney Client privilege (MCL.15.268e)

Closed Session under 8(a) of the Open Meetings Act, to consider a matter of Attorney Client privilege (MCL.15.268e)

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Closed Session under 8(a) of the Open Meetings Act, to consider a matter of Attorney Client privilege (MCL.15.268e)

Robison moved, Steele seconded to go back into Open Session at 6:51 pm.

Robison moved, Steele seconded to adjourn meeting at 6:52 pm.

Pamela Colestock, Mayor

Robin Webb, City Clerk

DRAFT

**City Council Meeting
March 11, 2024**

A regular Eaton Rapids City Council meeting was held at City Hall, 200 S. Main Street, on February 26, 2024, at 7:00 p.m.

Call To Order:

Mayor Colestock called the meeting to order at 7:00 p.m.

Roll Call:

Mayor Colestock, Mayor Pro-Tem Steele, Councilpersons Nicholas, Robison and Malewski were present.

Pledge of Allegiance:

Those present recited the Pledge of Allegiance.

Invocation:

The invocation was given by Mark Michalcewicz from Grace Baptist Church.

Approval of the Agenda:

Steele moved, Malewski seconded, PASSED to approve the meeting agenda.

Approval of the minutes from February 12, 2024, City Council Work Session Meeting:

Steele moved, Nicholas seconded, PASSED to approve the February 12, 2024, City Council revised Work Session meeting minutes.

Approval of the minutes from February 12, 2024, City Council Meeting:

Steele moved, Nicholas seconded, PASSED to approve the February 12, 2024, City Council revised meeting minutes.

Approval of check disbursements totaling \$853,543.65.

Steele moved, Malewski seconded, PASSED to approve the check disbursements totaling \$853,543.65.

Citizen Comments and Questions: None

Unfinished and Special Business:

a. Approved Revised City Council Policies and Procedures Manual.

Steele moved and Malewski seconded, to accept the revised City Council Policies and Procedures Manual. Motion carried.

Roll Call Vote

Yeas – Steele, Malewski, Nicholas, Robison and Mayor Colestock

Nays – 0

Absent - 0

Items of Business:

a. Approve School Resource Officer Intergovernmental Agreement Addendum.

Steele moved, Robison seconded, to approve the School Resource Officer Intergovernmental Agreement Addendum. Motion carried.

Roll Call Vote

Yeas – Malewski, Nicholas, Robison, Steele and Mayor Colestock

Nays – 0

Absent - 0

b. Approve City Manager Employment Agreement Addendum.

Steele moved, Malewski seconded to approve City Manager Employment Agreement Addendum. Motion carried.

Roll Call Vote

Yeas – Nicholas, Robison, Steele, Malewski, and Mayor Colestock

Nays – 0

Absent - 0

c. Approve Visionary Builders Contract for Pavilion at Mill Pointe Park/Eaton County Parks and Recreation Grant.

Steele moved, Nicholas seconded to approve Visionary Builders Contract for Pavilion at Mill Pointe Park/ Eaton County Parks and Recreation Grant. Motion carried.

Roll Call Vote

Yeas – Robison, Steele, Malewski, Nicholas, and Mayor Colestock

Nays – 0

Absent - 0

d. Approve First Amended and Restated Power Purchase Agreement between City of Eaton Rapids and Grand River Power Company.

Steele moved, Nicholas seconded to approve First Amended and Restated Power Purchase Agreement between City of Eaton Rapids and Grand River Power Company. Motion carried.

Roll Call Vote

Yeas – Steele, Malewski, Nicholas, Robison and Mayor Colestock

Nays – 0

Absent - 0

e. Approve Uniform Video Service Local Franchise Agreement between City of Eaton Rapids and DIRECTV, LLC.

Steele moved, Malewski seconded to approve Uniform Video Service Local Franchise Agreement between City of Eaton Rapids and DIRECTV, LLC. Motion carried.

Roll Call Vote

Yeas – Malewski, Nicholas, Robison, Steele and Mayor Colestock

Nays – 0

Absent - 0

f. Approve Purchase from Global Rental Company Inc. in the amount of \$187,134.00 for a small Bucket Truck for the City Electric Department.

Steele moved, Nicholas seconded to approve Purchase from Global Rental Company Inc. in the amount of \$187,134.00 for a small Bucket Truck for the City Electric Department. Motion carried.

Roll Call Vote

Yeas – Nicholas, Robison, Steele, Malewski, and Mayor Colestock
Nays – 0
Absent – 0

g. Approve Repair from CSI Emergency Apparatus, LLC of the Fire Department Ladder Truck in the amount of \$9,875.00.

Steele moved, Malewski seconded to approve the repair from CSI Emergency Apparatus, LLC of the Fire Department Ladder Truck in the amount of \$9,875.00. Motion carried.

Citizen Comments and Questions: None

13. Reports:

- a. Fire Chief – no report
- b. Police Chief – The new patrol car has been delivered. Waiting for the detailing to get done. Department saved approximately \$5,000 with the amenities that were additions to this vehicle with no extra cost to our Police department.
- c. City Manager – Gave updates to council and will send report electronically.
- d. Council Members

Robison – None

Nicholas – None

Malewski – Toured the Reynolds-Horner house. New owners have plans to refurbish. Encouraged by new people buying the big old houses.

Mayor Pro Tem Steele – Appreciates the full agenda, recognizes this as the City showing momentum in the operations and staff of the city.

e. **Mayor** – Newly reformed Lions Club sponsored a pet food drive, receiving 200 lbs. of pet food. Will sponsor a dry goods drive on March 20th, 2024, at Black Dog Coffee. Budget meeting coming up. DDA working with 214 S. Main St. Excited to see the renovations into a desirable place to live and a business asset for the community.

Adjournment:

Steele moved, Robison seconded, PASSED to adjourn the meeting.
The meeting was adjourned at 7.36 p.m.

Pamela Colestock, Mayor

Robin Webb, City Clerk

THE CITY OF
Eaton Rapids
 MICHIGAN

Pamela Colestock – *Mayor*
 William Steele – *Mayor Pro Tem*
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MEETING DATE: MARCH 11, 2024

TREASURER/FINANCE DIRECTOR

To: Mayor and City Council

Work Session

From: Genny Allen

Regular Meeting

Submitted: 3/11/2024

Subject: Expenditures for Council approval on Monday, March 11, 2024

Recommendation

This expenditures report is provided to City Council for review no later than the Friday preceding the City Council meeting at which the expenditures are approved.

Questions regarding these expenditures should be directed to the Treasurer/Finance Director.

Expenditures

Feb 29 – Mar 7, 2024	Accounts Payable Checks (158757-158852)	\$129,155.40
March 1, 2024	Payroll	\$ 90,766.97
March 4, 2024	ACH – MPPA	\$ 86,053.37
March 11, 2024	ACH – MPPA	\$ 78,870.72
	Total	<u>\$384,846.46</u>

Suggested Motion

Motion to approve the payment of expenditures in the amount of \$384,846.46.

Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/29/2024	GEN	158757	AMAZON	PPE FOR DPW	101.441.74401	186.83
02/29/2024	GEN	158758	AMAZON	ART SUPPLIES PAINT	217.690.86500	17.99
02/29/2024	GEN	158759	APPLIED INNOVATIONS	CONTRACT - 02/18/24 - 05/17/24	101.299.73100	325.06
02/29/2024	GEN	158760	BRIANNA MARCUS	ELECTION24	101.262.71000	234.00
02/29/2024	GEN	158761	BROWN & BROWN OF CENTRAL MICHIG	EMPLOYEE NAVIGATOR INVOICE 15051512	101.253.71900	1,800.00
02/29/2024	GEN	158762	C E & A PROFESSIONAL SERVICES	INVOICE 019984 - RANDOM TESTING	101.215.83500	61.71
		158762		INVOICE 019984 - RANDOM TESTING	101.441.83500	172.51
		158762		INVOICE 019984 - RANDOM TESTING	249.371.83500	61.71
		158762		INVOICE 019984 - RANDOM TESTING	598.538.83500	123.42
						419.35
02/29/2024	GEN	158763	C2AE	2023 BRIDGE LOAD RATINGS ENGINEERING	202.473.81900-P0324	1,930.33
02/29/2024	GEN	158764	CALEDONIA FARMERS ELEVATOR	HERBICIDE FOR WEED CONTROL	101.441.93400	46.30
02/29/2024	GEN	158765	CHERYL KAPFF	ELECTION24	101.262.71000	292.50
02/29/2024	GEN	158766	CINTAS FIRST AID & SAFETY #325	FIRST AID SUPPLIES	101.276.74401	56.97
		158766		FIRST AID SUPPLIES	101.336.74401	116.29
		158766		FIRST AID SUPPLIES	101.441.74401	49.49
		158766		FIRST AID SUPPLIES	598.528.74401	64.27
		158766		FIRST AID SUPPLIES	598.538.74401	49.60
		158766		FIRST AID SUPPLIES	598.556.74401	88.95
						425.57
02/29/2024	GEN	158767	CLAUDINE WILLIAMS	ELECTION24	101.262.71000	52.50
02/29/2024	GEN	158768	CONSUMERS ENERGY	ELECTRIC BILL 2650 S. MICHIGAN RD. (F	598.538.92100	32.35
02/29/2024	GEN	158769	CONSUMERS ENERGY	ELECTRIC BILL 5421 S. CLINTON TRL. (F	598.538.92100	32.49
02/29/2024	GEN	158770	ELHORN ENGINEERING COMPANY	7661-30 LIQUFIED AQUADENE 30 GA	598.556.74600	1,260.00
02/29/2024	GEN	158771	FLEX ADMINISTRATORS	ADMINISTRATION FEE INVOICE 988337	101.253.71900	45.00
02/29/2024	GEN	158772	GABRIELLA WEBB	ELECTION24	101.262.71000	221.00
02/29/2024	GEN	158773	GLENN BUEGE CHEVY	PV MAINTENANCE INV# 2629151-1	101.301.93400	81.16
02/29/2024	GEN	158774	GREATAMERICA FINANCIAL SVCS.	MAILING SYSTEM LEASE INV# 36008144	101.215.93300	115.81
02/29/2024	GEN	158775	GREATAMERICA FINANCIAL SVCS.	COPIER LEASE PAYMENT INV# 36031384	101.301.73100	86.66
		158775		COPIER LEASE PAYMENT INV# 36031384	101.336.73000	86.66
						173.32
02/29/2024	GEN	158776	GREGG GUIDANCE, LLC	INVOICE GG2024-01	101.253.81800	3,900.00
02/29/2024	GEN	158777	HUTSON INC.	MISC. HARDWARE FOR MOWERS 23/24 SEA	101.276.93200	136.58

User: LEIGH TYLER

CHECK NUMBER 158757 - 158852

DB: Eaton Rapids

Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/29/2024	GEN	158778	INTERNATIONAL MINUTE PRESS	BILLS, NEWLETTERS, ENVELOPES AND POS	101.215.74408	569.25
		158778		BILLS, NEWLETTERS, ENVELOPES AND POS	598.528.73000	773.10
		158778		BILLS, NEWLETTERS, ENVELOPES AND POS	598.538.73000	773.11
		158778		BILLS, NEWLETTERS, ENVELOPES AND POS	598.556.73000	773.11
						2,888.57
02/29/2024	GEN	158779	INTERNATIONAL MINUTE PRESS	BILLS, ENVELOPES, NEWSLETTERS AND PO	101.215.74408	578.78
		158779		BILLS, ENVELOPES, NEWSLETTERS AND PO	598.528.73000	795.93
		158779		BILLS, ENVELOPES, NEWSLETTERS AND PO	598.538.73000	795.94
		158779		BILLS, ENVELOPES, NEWSLETTERS AND PO	598.556.73000	795.94
						2,966.59
02/29/2024	GEN	158780	INTERNATIONAL MINUTE PRESS	BILLS, NEWSLETTER, ENVELOPES AND POS	101.215.74408	577.85
		158780		BILLS, NEWSLETTER, ENVELOPES AND POS	598.528.73000	794.73
		158780		BILLS, NEWSLETTER, ENVELOPES AND POS	598.538.73000	794.73
		158780		BILLS, NEWSLETTER, ENVELOPES AND POS	598.556.73000	794.75
						2,962.06
02/29/2024	GEN	158781	JAMES FRY	ELECTION24	101.262.71000	26.00
02/29/2024	GEN	158782	JOE WILLIAMS	ELECTION24	101.262.71000	285.00
02/29/2024	GEN	158783	JULIAN KAPFF	ELECTION24	101.262.71000	234.00
02/29/2024	GEN	158784	KATHRYN VAUGHT	ELECTION24	101.262.71000	156.00
02/29/2024	GEN	158785	KRISTINE CLEMENTS	ELECTION24	101.262.71000	130.00
02/29/2024	GEN	158786	LEROY HUMMEL	MILEAGE	249.371.74100	103.75
02/29/2024	GEN	158787	LINDA SCOTT	ELECTION24	101.262.71000	292.50
02/29/2024	GEN	158788	MELISSA RUSSELL	ELECTION24	101.262.71000	143.00
02/29/2024	GEN	158789	MID-MICHIGAN CODE OFFICIALS ASS	MEMBERSHIP DUES - 2025	249.371.95700	60.00
02/29/2024	GEN	158790	MIKA, MEYERS, BECKETT & JONES	INVOICE 698726	101.301.80200	1,568.00
02/29/2024	GEN	158791	MIKA, MEYERS, BECKETT & JONES	LEGAL SERVICES	101.441.80200	3,132.81
		158791		LEGAL SERVICES	598.528.80200	3,132.81
		158791		LEGAL SERVICES	598.538.80200	3,132.81
		158791		LEGAL SERVICES	598.556.80200	3,132.80
						12,531.23
02/29/2024	GEN	158792	NOLAN CHURCH	ELECTION24	101.262.71000	26.00
02/29/2024	GEN	158793	PATRICK MCNUTT	ELECTION24	101.262.71000	240.50
02/29/2024	GEN	158794	PEGGY MACVEAN	ELECTION24	101.262.71000	253.50
02/29/2024	GEN	158795	RANDY JEWELL	ASSESSING SERVICES - FEBRUARY 2024	101.257.81700	2,616.00

03/07/2024 11:25 AM
 User: LEIGH TYLER
 DB: Eaton Rapids

CHECK DISBURSEMENT REPORT FOR EATON RAPIDS
 CHECK NUMBER 158757 - 158852

Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/29/2024	GEN	158796	RELIABLE ALARMS	MOTION ALARM INV# 101306	101.301.93100	1,384.85
02/29/2024	GEN	158797	RESCO	3VK POLE MT. ARRESTER 2216037314	598.538.74400	309.00
02/29/2024	GEN	158798	RESCO	10KV POLE MT. ARRESTER 2216097314	598.538.74400	1,195.38
02/29/2024	GEN	158799	RICHARD LEEMAN	ELECTION24	101.262.71000	240.50
02/29/2024	GEN	158800	ROCCO BUYSSE	ELECTION24	101.262.71000	247.00
02/29/2024	GEN	158801	RUTH GOOCH	ELECTION24	101.262.71000	240.50
02/29/2024	GEN	158802	SHARON HOLZSCHU	ELECTION24	101.262.71000	253.50
02/29/2024	GEN	158803	SUSAN MOORE	ELECTION24	101.262.71000	156.00
02/29/2024	GEN	158804	THE HARKNESS LAW FIRM, PLLC	LEGAL SERVICES - FEBRUARY 2024	101.101.80200	864.04
		158804		LEGAL SERVICES - FEBRUARY 2024	101.172.80200	34.40
		158804		LEGAL SERVICES - FEBRUARY 2024	101.215.80200	86.00
		158804		LEGAL SERVICES - FEBRUARY 2024	101.253.80200	223.60
		158804		LEGAL SERVICES - FEBRUARY 2024	101.301.80200	121.68
						1,329.72
02/29/2024	GEN	158805	THE HARKNESS LAW FIRM, PLLC	FEB 2024 LEGAL SERVICES INV# 80	101.301.80200	2,092.48
02/29/2024	GEN	158806	THE RIGHT TOUCH JANITORIAL	JANITORIAL SERVICES- INVOICE 11389	101.265.77600	360.00
02/29/2024	GEN	158807	UTILITY FINANCIAL SOULTIONS	RATE STUDY 23/2024	598.538.81700	4,860.00
03/07/2024	GEN	158808	ACD.NET	INTERNET - FEBRUARY 2024	101.276.85200	100.79
		158808		INTERNET - FEBRUARY 2024	101.299.85200	100.79
		158808		INTERNET - FEBRUARY 2024	101.301.85200	201.76
		158808		INTERNET - FEBRUARY 2024	101.336.85200	100.79
		158808		INTERNET - FEBRUARY 2024	101.441.85200	201.76
		158808		INTERNET - FEBRUARY 2024	208.691.85200	50.69
		158808		INTERNET - FEBRUARY 2024	249.371.85200	50.44
		158808		INTERNET - FEBRUARY 2024	598.528.85200	201.76
		158808		INTERNET - FEBRUARY 2024	598.538.85200	807.02
		158808		INTERNET - FEBRUARY 2024	598.556.85200	201.76
						2,017.56
03/07/2024	GEN	158809	ACD.NET	CAMERA SERVICE/FIBER - HOWE FIELDS-	208.691.94000	229.90
03/07/2024	GEN	158810	ACE HARDWARE & LUMBER CO.	HARDWARE - FEBRUARY 2024	101.299.93300	45.56
		158810		HARDWARE - FEBRUARY 2024	101.301.93100	1.99
		158810		HARDWARE - FEBRUARY 2024	101.441.93100	3.98
		158810		HARDWARE - FEBRUARY 2024	101.441.93200	34.57
		158810		HARDWARE - FEBRUARY 2024	208.691.74400	41.70
		158810		HARDWARE - FEBRUARY 2024	208.691.74405	259.06
		158810		HARDWARE - FEBRUARY 2024	598.538.93200	2.79

Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		158810		HARDWARE - FEBRUARY 2024	598.538.93210	77.79
		158810		HARDWARE - FEBRUARY 2024	598.556.73000	14.18
		158810		HARDWARE - FEBRUARY 2024	598.556.93200	44.98
						526.60
03/07/2024	GEN	158811	ADVANCED AUTO PARTS	AUTO PARTS - FEBRUARY 2024	101.371.95900	6.48
		158811		AUTO PARTS - FEBRUARY 2024	598.538.93210	118.80
		158811		AUTO PARTS - FEBRUARY 2024	598.556.93400	22.99
						148.27
03/07/2024	GEN	158812	AMAZON	TONER CARTRIDGE FOR WTP	598.556.73100	124.00
03/07/2024	GEN	158813	BARYAMES CLEANERS, INC.	DRY CLEANING DUE 3/16/24	101.301.74200	49.20
03/07/2024	GEN	158814	BOBCAT OF LANSING	RELACE BOBCAT BUCKET CUT EDGE	101.441.93200	319.18
03/07/2024	GEN	158815	BS & A SOFTWARE	TRAINING INVOICE 151148	101.253.95800	1,000.00
03/07/2024	GEN	158816	CALEDONIA FARMERS ELEVATOR	HERBICIDE FOR WEED CONTROL	101.441.93400	46.30
03/07/2024	GEN	158817	DEWPOINT	MANAGED SERVICES AND DEWPOINT CLOUD	101.299.81700	851.49
		158817		MANAGED SERVICES AND DEWPOINT CLOUD	598.528.81850	851.49
		158817		MANAGED SERVICES AND DEWPOINT CLOUD	598.538.81850	1,702.98
		158817		MANAGED SERVICES AND DEWPOINT CLOUD	598.556.81850	851.48
						4,257.44
03/07/2024	GEN	158818	DILLON PLATTE	REIMBURSEMENT FOR GYM MEMBERSHIP	101.301.95800	216.00
03/07/2024	GEN	158819	EGLE MICHIGAN DEPT. OF	WATER SAMPLING (2024)	598.556.74900	810.00
03/07/2024	GEN	158820	ELECTION SOURCE	INVOICE 23-3859 ELECTION OFFICIAL BA	101.262.73000	51.91
03/07/2024	GEN	158821	ETNA SUPPLY COMPANY	ROMAC SS1-13.55 X 30 REPAIR CLAMP	598.556.75200	985.51
03/07/2024	GEN	158822	ETNA SUPPLY COMPANY	BALANCE WITH UNAPPLIED CREDITS	598.556.75000	3,020.00
		158822		BALANCE WITH UNAPPLIED CREDITS	598.556.75200	(487.50)
						2,532.50
03/07/2024	GEN	158823	GRANGER CONTAINER SERVICE, INC	TRASH REM FOR CEMET. 4500 WEST ST _4	101.276.94200	100.70
03/07/2024	GEN	158824	GRANGER CONTAINER SERVICE, INC	TRASH REMOVAL	101.441.94200	132.63
		158824		TRASH REMOVAL	598.528.94200	97.77
		158824		TRASH REMOVAL	598.556.94200	107.61
						338.01
03/07/2024	GEN	158825	GRANGER CONTAINER SERVICE, INC	TRASH SERVICE- CITY HALL	101.265.77600	61.36
03/07/2024	GEN	158826	GRANGER CONTAINER SERVICE, INC	PSB DUMPSTER	101.301.93100	37.01
		158826		PSB DUMPSTER	101.336.93100	407.11
						444.12

03/07/2024 11:25 AM
 User: LEIGH TYLER
 DB: Eaton Rapids

CHECK DISBURSEMENT REPORT FOR EATON RAPIDS
 CHECK NUMBER 158757 - 158852

Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/07/2024	GEN	158827	HUTSON INC.	MISC. HARDWARE FOR MOWERS 23/24 SEA	101.276.93200	35.45
03/07/2024	GEN	158828	HUTSON INC.	MISC. HARDWARE FOR MOWERS 23/24 SEA	101.276.93200	81.53
03/07/2024	GEN	158829	KENDALL ELECTRIC, INC.	50VA CONTROL TRANSFORMER 480X240-120	598.556.93200	90.90
03/07/2024	GEN	158830	KENDALL ELECTRIC, INC.	SOFTSTART 480V MAX 85AMP	598.556.95900	4,554.88
03/07/2024	GEN	158831	KENNEDY INDUSTRIES INC.	START-UP PUMP EQ #1	598.528.93200	1,351.00
03/07/2024	GEN	158832	LUNGHAMER FORD OF OWOSSO LLC	NEW PATROL VEHICLE INV# 2238Z	101.301.94300	48,021.00
03/07/2024	GEN	158833	LYDEN OIL COMPANY	PROGARD AW 32 55 GAL	101.441.93400	245.50
		158833		PROGARD AW 32 55 GAL	598.538.93400	358.25
						603.75
03/07/2024	GEN	158834	MICHIGAN STATE POLICE	SOR FEES INV# 551-632706	101.301.95900	120.00
03/07/2024	GEN	158835	MID-MICHIGAN CODE OFFICIALS ASS	MEMBERSHIP PRICE INCREASE	249.371.95700	25.00
03/07/2024	GEN	158836	NAPA AUTO PARTS	AUTO PARTS - FEBRUARY 2024	101.441.93200	17.06
		158836		AUTO PARTS - FEBRUARY 2024	101.441.93400	85.07
		158836		AUTO PARTS - FEBRUARY 2024	598.528.93200	7.99
						110.12
03/07/2024	GEN	158837	PEERLESS MIDWEST, INC.	LOANER MOTOR R&R "WELL #3 MOTOR FAIL	598.556.94200	2,500.00
03/07/2024	GEN	158838	PERCEPTIVE CONTROLS	PHONE SUPPORT FOR WTP OPERATIONS	598.556.81700	333.00
03/07/2024	GEN	158839	SHRED HUB	SHRED SERVICE	101.299.73000	65.00
03/07/2024	GEN	158840	SPECTRUM PRINTERS INC	INVOICE 78796 TEST DECKS FOR FEB 202	101.262.73000	240.00
03/07/2024	GEN	158841	STATE OF MICHIGAN-MDOT	FINAL ACCOUNTING 126675CON - BROOK S	202.463.81000	776.83
03/07/2024	GEN	158842	THE COUNTY JOURNAL	INVOICE 274024 - BOARD OF REVIEW	101.215.90400	102.19
03/07/2024	GEN	158843	THE COUNTY JOURNAL	INVOICE 273501 - NOTICE OF REGISTRAT	101.215.90400	135.08
03/07/2024	GEN	158844	THE COUNTY JOURNAL	INVOICE 273994 - BOARD OF REVIEW	101.215.90400	102.19
03/07/2024	GEN	158845	THE COUNTY JOURNAL	INVOICE 274043 - BOARD OF REVIEW	101.215.90400	102.19
03/07/2024	GEN	158846	THE RIGHT TOUCH JANITORIAL	JANITORIAL SERVICES- INVOICE 11397	101.265.77600	360.00
03/07/2024	GEN	158847	TOTAL FIRE PROTECTION, INC	NFPA 25 INSPECTIONS- FIRE DEPARTMEN	101.336.93100	447.88
03/07/2024	GEN	158848	TRANSUNION RISK & ALTERNATIVE D	SEARCH SOFTWARE INV# 798442-202402-1	101.301.73500	154.00
03/07/2024	GEN	158849	VERIZON WIRELESS	MACHINE TO MACHINE SCADA	598.528.85200	122.38
		158849		MACHINE TO MACHINE SCADA	598.556.85200	122.40
						244.78
03/07/2024	GEN	158850	VERIZON WIRELESS	WIRELESS BILLING JAN29-FEB28 2024	101.172.85200	66.92
		158850		WIRELESS BILLING JAN29-FEB28 2024	101.336.85200	41.83

Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		158850		WIRELESS BILLING JAN29-FEB28 2024	101.441.85200	502.02
		158850		WIRELESS BILLING JAN29-FEB28 2024	208.691.85200	41.83
		158850		WIRELESS BILLING JAN29-FEB28 2024	249.371.85200	41.83
		158850		WIRELESS BILLING JAN29-FEB28 2024	598.528.85200	50.28
		158850		WIRELESS BILLING JAN29-FEB28 2024	598.538.85200	41.83
		158850		WIRELESS BILLING JAN29-FEB28 2024	598.556.85200	50.22
						<u>836.76</u>
03/07/2024	GEN	158851	WATKINS ROSS	INVOICE 93654 - OPEB VALUATION FOR A	101.253.80300	1,400.00
03/07/2024	GEN	158852	WILLIAMS FARM MACHINERY	REPAIR PARTS FOR PLOW TRUCK DPW	101.441.93400	223.54
			TOTAL - ALL FUNDS	TOTAL OF 96 CHECKS		129,155.40

Salaries and Wage Report By General Ledger Fund-Dept

Payroll Date: 03/01/2024

	Amount
Fund: 101 General Fund	
Department: 172 City Manager	\$1,229.88
Department: 215 City Clerk	\$607.25
Department: 253 City Treasurer	\$1,578.28
Department: 276 Cemetery	\$623.28
Department: 301 Police Department	\$23,453.17
Department: 336 Fire Department	\$2,243.75
Department: 441 Public Works	\$5,694.71
Fund: 202 Major Street Fund	
Department: 445 Storm Sewers	\$154.80
Department: 463 Street Maintenance	\$275.94
Department: 473 Bridges	\$0.00
Department: 478 Winter	\$146.37
Department: 484 Recordkeeping	\$121.18
Fund: 203 Local Street Fund	
Department: 445 Storm Sewers	\$154.80
Department: 463 Street Maintenance	\$1,877.15
Department: 478 Winter	\$0.00
Fund: 208 Parks/Recreation Fund	
Department: 691 Parks/Recreation	\$7,079.76
Fund: 218 Rental Inspection Program	
Department: 371 Building Inspections	\$600.00
Fund: 249 Building Inspection Fund	
Department: 371 Building Department	\$3,993.86
Fund: 280 LDFA (Industrial Park Fund)	
Department: 804 Industrial Park	\$585.82
Fund: 598 Utilities	
Department: 528 Sewer	\$11,464.09
Department: 538 Electric	\$21,598.32
Department: 556 Water	\$7,284.56
Payroll Total Gross Wages for 02/16/2024	\$90,766.97

THE CITY OF
Eaton Rapids
MICHIGAN

Pamela Colestock – *Mayor*
William Steele – *Mayor Pro Tem*
Deb Malewski – *Council Member*
Stacey Robison – *Council Member*
Ken Nicholas – *Council Member*

Yvonne Ridge – *City Manager*
Larry Joe Weeks – *Police Chief*
Roger McNutt – *Fire Chief*
LeRoy Hummel – *Building Official*
Rob Pierce – *Public Works/Utilities Director*
Genny Allen – *Treasurer/Finance Director*
Robin Webb – *City Clerk*
Corey Cagle – *Director of Parks, Recreation and Events*
Randy Jewell – *City Assessor*
Cullen Harkness – *City Attorney*

MEETING DATE: MARCH 11, 2024,

CITY MANAGER

To: Mayor and City Council

Work Session

From: Yvonne Ridge, City Manager

Regular Meeting

Submitted: 3/5/24

Subject: City Attorney Contract

SUMMARY

The City Attorney contract expires on June 30, 2024. The Harkness Law Firm has been the City Attorney since 2017 and is currently in its third agreement with the city. I reviewed the contract with Cullen Harkness, and he has requested increasing the civil work hourly rate from \$172/hr to \$175/hr and the criminal retainer would remain the same. This is the first increase since The Harkness Law firm has been the city attorney.

STAFF RECOMMENDATION/MOTION

Motion to approve Harkness Law firm as the City Attorney for a three (3) year contract, beginning July 1, 2024, and expiring June 30, 2027.

LIST OF SUPPORTING DOCUMENTS

City Attorney Contract

CITY ATTORNEY RETAINER AGREEMENT

The City of Eaton Rapids, Eaton County, State of Michigan (“the City”) with offices located at 200 S. Main St., Eaton Rapids, Michigan 48827, and The Harkness Law Firm, PLLC (“the Contractor”), with offices at 4121 Okemos Rd., Suite 17, Okemos, MI 48864, agree as follows:

1. The City agrees to retain the contractor to represent the City as its City Attorney.

2. SCOPE OF SERVICES - PROSECUTION:
 - a. Prosecute violations of the Uniform Traffic Code and the Michigan Vehicle Code as adopted by the City as provided by Section 6.4 of the City of Eaton Rapids Charter.
 - b. Prosecute violations of the City Code of Ordinances
 - c. Assist the City Police Department with preparation of appearance and complaint tickets.
 - d. Review modifications to the Uniform Traffic Code and Michigan Vehicle Code and assist the City with revisions to the City Code of Ordinances.
 - e. Submit monthly detailed reports to the City Police Department summarizing the disposition of all cases.
 - f. Work with District Court Judges to assure efficient court scheduling of City cases to contain costs.
 - g. Provide advice to the Police Chief on methods for improving the cost efficiency of enforcing and prosecuting violations of City Code of Ordinances, and the Uniform Traffic Code and Michigan Vehicle Code as adopted by the City.
 - h. Evaluate cost recovery opportunities authorized by State statute for violations of City Code of Ordinances, and the Uniform Traffic Code and Michigan Vehicle Code as adopted by the City.
 - i. Represent the City in appeals to the Circuit Court for criminal violations of City Code of Ordinances, and the Uniform Traffic Code and Michigan Vehicle Code as adopted by the City.

- j. Review police reports and advise City Police Department regarding probable cause determinations and preparation of summons and complaints where neither an appearance ticket nor warrant is issued.
- k. Criminal appeals by the City to the Circuit Court as requested by the Chief of Police for cases and/or services described in paragraph 2 of this agreement.
- l. All litigation in the Court of Appeals, Supreme Court or federal courts for criminal cases and/or services described in paragraph 2 of this Agreement.
- m. Legal research on criminal matters as requested by the City.
- n. Criminal ordinance and policy drafting as requested by the City.
- o. Review and authorize, in conjunction with the Eaton Rapids Police Department, the seizure of property subject to seizure under the Michigan Controlled Substances Act and Omnibus Forfeiture Statute.
- p. Review and authorize, in conjunction with the Eaton Rapids Police Department, settlement agreements and releases of liability for seized property.
- q. In conjunction with the Eaton Rapids Police Department, conduct negotiations for settlement with property claimants;
- r. Send out all necessary correspondence/notification to the Claimants, Police Department prosecuting officials, lien holders, and other parties with an interest in the seized property.
- s. Appear and represent the City in any judicial forfeiture action arising out of property seized pursuant to the Michigan Controlled Substances Act and Omnibus Forfeiture Statute.

3. SCOPE OF SERVICES – GENERAL CIVIL

- a. Contractor shall provide all civil legal representation and perform all civil duties as outlined in the City of Eaton Rapids Charter, Section 6.4.
- b. Legal research on civil matters as requested by the City.
- c. Civil ordinance and policy drafting as requested by the City.
- d. Civil appeals by the City to the Circuit Court as requested by the City Council for cases and/or services described in paragraph 3 of this agreement.

- e. All litigation in the Court of Appeals, Supreme Court, Michigan Tax Tribunal, or federal courts for civil cases and/or services described in paragraph 3 of this Agreement.
 - f. Draft and/or review contracts, deeds, releases of liability and other documents relating to civil matters as requested by the City;
 - g. Attend City Council meetings as required by the City Council;
 - h. Advise the City Council on legal matters and prepare legal memoranda as requested by the City Council.
 - i. Advise the City Administration and Departments on legal matters as requested.
 - j. Review Freedom of Information Act requests as need and provide advice to city staff regarding the same.
 - k. Any other such duties that may be required by the City Council or otherwise required by law, not otherwise described in paragraph 2 of this agreement;
4. The Contractor shall be compensated by the City as follows:
- a. A retainer of two thousand eighty-three and 33/100 Dollars per month (\$2,083.33/month) shall be paid monthly for services rendered pursuant to paragraph, 2 above.
 - b. The City shall pay to the contractor the sum of one hundred seventy-five (\$175.00) dollars per hour for services rendered pursuant to paragraph 3 above. Services billed pursuant to this paragraph shall be billed in tenths of an hour increments.
 - c. The Contractor shall bill in detail for and be reimbursed at cost for all out-of-pocket expenses incurred in pursuit of City business including filing fees, postage, witness fees, service of process and computerized legal research charges.
5. The Contractor shall have full authority to prosecute violations of the City ordinances as set forth above, to countersign the certificates of jurors and witnesses, to authorize Complaints and Warrants for Arrest, and to perform such duties as are necessarily incidental to the prosecution of ordinance violations.
6. In the event of a conflict of interest, the Contractor may refuse to accept the representation of the City on any particular matter and in that event shall immediately

advise the City and request the City appoint another attorney to represent the City in such matters.

8. The City shall provide all necessary reports, documents, and records to the Contractor in a timely manner.

9. All case files, including letters, notes, pleadings, briefs, memoranda and other documents prepared by the Contractor and filed in particular cases, and all reports required to be prepared under this agreement shall become and shall remain City property. Any and all articles, software programs, forms, procedures, systems, trade secrets or other forms of intellectual property created or assembled by the Contractor that do not pertain directly and exclusively to particular case files or to reports required to be prepared under this agreement shall remain the sole and exclusive property of the Contractor.

10. It is expressly understood and agreed that the Contractor is retained by the City as an independent contractor for the performance of the services required by this agreement. The Contractor shall in no way deemed to be and shall not hold himself out as an employee of the City and shall not be entitled to any benefits of the employees and officials of the City, such as, but not limited to, health, accident, and life insurance, paid sick or vacation leave, and pension. The Contractor shall be responsible for payment of all applicable taxes including income and FICA and FUTA to the proper federal, state and local governments, at no additional cost to the City.

11. The Contractor shall not assign, subcontract or otherwise transfer his duties and/or obligations under this agreement, except to persons in his employ approved by the City.

12. In the event that the Contractor uses employees, he shall be solely responsible for their supervision as well as for their acts, omissions or negligence. The Contractor shall be solely responsible for payment of all compensation due to his employees for services rendered under this agreement and for payment of all applicable taxes including, but not limited to, income, FICA and FUTA taxes, to the proper federal, state and local governments, at no additional cost to the City.

13. The contractor and all subcontractors performing work under this Contract shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, including, but is not limited to, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth that does not include nontherapeutic abortion not intended to save the life of the mother, height, weight, marital status, source of income, familial status, educational association, sexual orientation, gender identity or expression, HIV status, physical or mental limitation, disability, including but not limited to or a disability that is unrelated to the individual's ability to perform the duties of a particular

job or position. A breach of this covenant shall be regarded as a material breach of the contract.

14. The Contractor shall comply with the Michigan Workers' Disability Compensation Act (WDC Act). If the Contractor acquires employees or he, himself, becomes an employee of a partnership or corporation within the meaning of the WDC Act, he shall provide the City with either proof that he has acquired Workers' Compensation Insurance as required by the WDC Act, or that an exclusion form has been properly filed with the Bureau of Workers' Disability Compensation.

15. The Contractor shall maintain professional liability (malpractice) insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) aggregate. In the event that the Contractor utilizes employees to perform services under this agreement, the Contractor shall ensure that such employees are covered by professional liability insurance in the amount specified.

16. The Contractor shall provide the City Manager and Clerk with a certificate of insurance confirming the acquisition of the professional (malpractice) liability insurance required by the above section.

17. The City may conduct an evaluation of the services performed by the Contractor. The Contractor shall provide the City with such reasonable reports, records, and other information relating to the services performed under this agreement as the City may require from time to time and/or to conduct its review or to verify that the services have been properly performed. Contractor shall attend such meetings and answer such questions as the City Council or Mayor or City Manager or City Police Chief may reasonably require regarding the services performed, without additional compensation.

18. No failure or delay on the part of either of the parties of this agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

19. Modifications, amendments or waivers of any provision of this agreement may be made only by the written mutual consent of the parties hereto.

20. This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement or any part thereof shall have any validity or bind either of the parties hereto.

21. If any provision of this agreement is held to be invalid it shall be considered to be deleted and the remainder of this agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability

of this agreement, this agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

22. The term of this agreement shall be from July 1, 2024, through June 30, 2027, unless renewed by mutual written agreement of the parties as set forth in paragraph 23 or terminated according to its terms.

22. This agreement may be terminated by either party during its term upon ninety (90) days prior written notice.

23. The City and the Contractor may, by mutual agreement, exercise an option to extend this agreement for three (3) additional years from July 1, 2027 to June 30, 2030.

Thus, the parties have caused this agreement to be signed by their duly authorized agents this ____ day of _____, 2024.

CITY OF EATON RAPIDS,
COUNTY OF EATON, STATE OF MICHIGAN

By _____
Pamela Colestock, Mayor

Date _____

By _____
Robin Webb, Clerk

Date _____

The Harkness Law Firm, PLLC

By _____
Cullen C. Harkness, Managing Member

Date _____

Off Grid Acres, LLC
2531 Jackson Ave. STE 109
Ann Arbor, MI 48103

Thursday January 25, 2024

Reference # 12150



City Of Eaton Rapids
200 S Main St
Eaton Rapids, MI 48827-1230



9044558
00111

Dear Owner:

I would like to purchase your land in Eaton County, MI as referenced in the enclosed "Purchase Agreement." The source of your ownership record is from the Eaton County Assessor and this information is of public record and available to anyone who requests it.

Off Grid Acres, LLC is a property investment company that prides itself on quick, professional, easy transactions and seller satisfaction. I prefer to invest in rural, vacant properties over other investments like stocks etc.

I work with a local title company to close on all transactions who is ready to begin the paperwork. I will pay *all* of the associated costs of completing this transaction - including taxes, title, and escrow fees. The price we agree upon is the amount of the cashier's check you will receive.

If you are interested in selling, please complete the enclosed Purchase Agreement. You can send it back to me by emailing a picture of it to greg.miller@offgridacres.com or you can mail it back to me at the address above. You can also call me at 734-548-9898 to discuss. I have a website (www.offgridacres.com) and Facebook page you are also welcome to visit for more information about my land investment company.

Feel free to contact me anytime to discuss this transaction or the sale of any other property you may own.

Sincerely,

Greg Miller

Off Grid Acres, LLC
Member
1/25/2024

Off Grid Acres, LLC
2531 Jackson Ave. STE 109
Ann Arbor, MI 48103

Reference # 12150

Purchase Agreement

County: Eaton
 APN: 300-034-300-250-03
 Acreage: 18.75
 Legal Description: Com Se Cor Lot 3 Blk 3 West's Add To City Of Eaton Rapids Nwly Along E Boundary Said Lot & Blk To Se Cor Lot 2 Blk 2 Of Said Add; Along South Boundary Blk 1 To Se Cor Lot 3 Blk 1; Due E To Spring Brook; S & Wly Along Banks Of Spring Brook To Pob. Except T

The purchase price of **\$26,531.44** will be paid in full at the time of closing, unless otherwise discussed. Buyer to pay all closing costs.

This offer is contingent upon the following terms:

1. Buyer's confirmation of the legal and physical aspects of the property ownership.
2. Said property is to be sold free and clear of all encumbrances, with good and marketable title and with full possession to said property available to Buyer at date of closing.
3. This offer shall remain open until **Friday April 26, 2024** and if not accepted by then, the offer shall be rescinded, unless otherwise discussed.

Off Grid Acres, LLC (BUYER)
1/25/2024

(SELLER)

Owner (sign): _____

Owner (print): _____

Current Address: _____

Phone: _____

Email: _____

AC9044558.617.1-2
Off Grid Acres, LLC
2531 Jackson Ave. STE 109
Ann Arbor, MI 48103

Thursday January 25, 2024

Reference # 11920



Rosehill Cemetery
200 S Main St
Eaton Rapids, MI 48827-1230



9044558
00341

Dear Owner:

I would like to purchase your land in Eaton County, MI as referenced in the enclosed "Purchase Agreement." The source of your ownership record is from the Eaton County Assessor and this information is of public record and available to anyone who requests it.

Off Grid Acres, LLC is a property investment company that prides itself on quick, professional, easy transactions and seller satisfaction. I prefer to invest in rural, vacant properties over other investments like stocks etc.

I work with a local title company to close on all transactions who is ready to begin the paperwork. I will pay *all* of the associated costs of completing this transaction - including taxes, title, and escrow fees. The price we agree upon is the amount of the cashier's check you will receive.

If you are interested in selling, please complete the enclosed Purchase Agreement. You can send it back to me by emailing a picture of it to greg.miller@offgridacres.com or you can mail it back to me at the address above. You can also call me at 734-548-9898 to discuss. I have a website (www.offgridacres.com) and Facebook page you are also welcome to visit for more information about my land investment company.

Feel free to contact me anytime to discuss this transaction or the sale of any other property you may own.

Sincerely,

Greg Miller

Off Grid Acres, LLC
Member
1/25/2024

Off Grid Acres, LLC
2531 Jackson Ave. STE 109
Ann Arbor, MI 48103

Reference # 11920

Purchase Agreement

County: Eaton
 APN: 300 004 400 999 00
 Acreage: 12.58
 Legal Description: Com 162.5 Ft W Of Se Corner Sec 4 & 755 Ft Nly On Center West St To
 Pob; W 165 Ft; N 3.75 Ft; W To E Line Cemetery Rd;

The purchase price of **\$21,989.01** will be paid in full at the time of closing, unless otherwise discussed. Buyer to pay all closing costs.

This offer is contingent upon the following terms:

1. Buyer's confirmation of the legal and physical aspects of the property ownership.
2. Said property is to be sold free and clear of all encumbrances, with good and marketable title and with full possession to said property available to Buyer at date of closing.
3. This offer shall remain open until **Friday April 26, 2024** and if not accepted by then, the offer shall be rescinded, unless otherwise discussed.

Off Grid Acres, LLC (BUYER)
1/25/2024

(SELLER)

Owner (sign): _____

Owner (print): _____

Current Address: _____

Phone: _____

Email: _____

AC9044558,748,1-2
Off Grid Acres, LLC
2531 Jackson Ave. STE 109
Ann Arbor, MI 48103

Thursday January 25, 2024

Reference # 12051

City Of Eaton Rapids
City Hall
Eaton Rapids, MI 48827



Dear Owner:

I would like to purchase your land in Eaton County, MI as referenced in the enclosed "Purchase Agreement." The source of your ownership record is from the Eaton County Assessor and this information is of public record and available to anyone who requests it.

Off Grid Acres, LLC is a property investment company that prides itself on quick, professional, easy transactions and seller satisfaction. I prefer to invest in rural, vacant properties over other investments like stocks etc.

I work with a local title company to close on all transactions who is ready to begin the paperwork. I will pay *all* of the associated costs of completing this transaction - including taxes, title, and escrow fees. The price we agree upon is the amount of the cashier's check you will receive.

If you are interested in selling, please complete the enclosed Purchase Agreement. You can send it back to me by emailing a picture of it to greg.miller@offgridacres.com or you can mail it back to me at the address above. You can also call me at 734-548-9898 to discuss. I have a website (www.offgridacres.com) and Facebook page you are also welcome to visit for more information about my land investment company.

Feel free to contact me anytime to discuss this transaction or the sale of any other property you may own.

Sincerely,

Greg Miller

Off Grid Acres, LLC
Member
1/25/2024

Off Grid Acres, LLC
2531 Jackson Ave. STE 109
Ann Arbor, MI 48103

Reference # 12051

Purchase Agreement

County: Eaton
 APN: 120-027-300-096-00
 Acreage: 15.83
 Legal Description: Com 538.68 Ft W Of S 1/4 Cor W 669.6 Ft N 19Deg 53Min E 1107.13 Ft E 866.12 Ft S 69Deg 44Min 01 Sec W 254.18 Ft S 27Deg 55Min 16Sec W 291.28 Ft S 15Deg 16Min 52Sec W 723.11 Ft To Beg. Sec.27 T2n R3w Eaton Rapids Twp 1993

The purchase price of **\$24,308.85** will be paid in full at the time of closing, unless otherwise discussed. Buyer to pay all closing costs.

This offer is contingent upon the following terms:

1. Buyer's confirmation of the legal and physical aspects of the property ownership.
2. Said property is to be sold free and clear of all encumbrances, with good and marketable title and with full possession to said property available to Buyer at date of closing.
3. This offer shall remain open until **Friday April 26, 2024** and if not accepted by then, the offer shall be rescinded, unless otherwise discussed.

Off Grid Acres, LLC (BUYER)
1/25/2024

(SELLER)

Owner (sign): _____

Owner (print): _____

Current Address: _____

Phone: _____

Email: _____