



Downtown Development Authority

200 Hyde Street
Kalkaska MI 49646
Phone: 231-258-9191
Fax: 231-258-5622
www.kalkaskavillage.com

Village of Kalkaska Downtown Development Authority

Chairperson:	Kim Johnson
Vice-Chairperson:	John Roberts
Members:	Jared Gall
	Michael Ascione
	Harley Wales
	Molly Paryani
	Scott Yost
	Rochelle Nevedal
	Alison Haller
Executive Director:	Cash Cook
Associate Director:	Gayenell Gentelia

VILLAGE OF KALKASKA
DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – SEPTEMBER 14, 2021 at 5:00 p.m.
KALKASKA COMMISSION ON AGING – 303 S CORAL ST, KALKASKA, MI 49646

1. CALL TO ORDER: -- Pledge of Allegiance
 - a. Roll Call
2. APPROVAL OF THE AGENDA
3. APPROVAL OF MINUTES:
 - a. Minutes of the August 3, 2021 Regular Meeting
4. PUBLIC COMMENT: (Using the podium provided, please stand, state your name, place of residence, and disclose any financial relationship with the Village of Kalkaska. Please direct all comments to the Chair, and limit comments to three minutes or less).
5. PRESENTATION: None
6. CORRESPONDENCE: None
7. COMMITTEE REPORTS:
 - a. DDA Staff Update
 - b. Digital Content Committee
8. CURRENT BUSINESS:
 - a. Authorization of Expenditures
 - b. Cash Balance Report
 - c. Revenue & Expenditure Report
9. NEW BUSINESS
 - a. Consider Approval of 2021 DDA Board Meeting Change of Location to the Kalkaska Commission on Aging

The Village of Kalkaska is an Equal Opportunity Provider and Employer

- b. Consider Approval of 2022 DDA Board Meeting Calendar
- c. Consider Approval of Resolution 2021-002 MITTIN Grants Resolution of Support
- d. Resolution 2021-003 Authorizing Resolution for US131 NCT Trailhead and Boardwalk Grants

10. OLD BUSINESS:

- a. Trailhead Update

11. FOR YOUR INFORMATION:

12. ADJOURN – Next Meeting – October 5, 2021 @ 5:00 p.m.

Village of Kalkaska
Downtown Development Authority

MINUTES OF A REGULAR MEETING HELD ON TUESDAY, AUGUST 3, 2021
VILLAGE COUNCIL CHAMBERS, 200 HYDE STREET, KALKASKA, MICHIGAN, 49646

1. **CALL TO ORDER:** The Village of Kalkaska Downtown Development Authority Regular Meeting was called to order by Chair Johnson at 5:00 P.M.

BOARD MEMBERS PRESENT: Wales, Johnson, Roberts, Nevedal, Paryani, Haller, Ascione

BOARD MEMBERS ABSENT: Yost and Gall

PUBLIC PRESENT: Cash Cook (Executive Director), Gayenell Gentelia (Associate Director), James Smith

2. **APPROVAL OF AGENDA:** Add under Old Business, RFP Discussion. Motion by Haller, second by Nevedal, to approve modified agenda. All Ayes. Motion carried.
3. **APPROVAL OF MINUTES:** Motion by Wales, second by Paryani, to approve the minutes from the Regular Meeting on July 13, 2021. All Ayes. Motion carried.
4. **PUBLIC COMMENT:** None
5. **PRESENTATION:** None
6. **CORRESPONDENCE:** None
7. **COMMITTEE REPORTS**

A. DDA Staff Update

- I. Starting pad for the shed
- II. Begin 1st round of interviews for CEDAM Fellowship
- III. Made the 1st round of preview of the Impact 100 Grant for the US 131 Trailhead

B. Projects & Promotions Committee

- I. Downtown Stroll Planning
- II. Adjusting schedule for stroll
- III. Added on another show for the juggler at 6:30 pm
- IV. Will review the Drum Circle for the next Stroll
- V. Business standpoint, Quirky Crate was very busy
- VI. Running Task list for P&P that Board Members can look at if interested
- VII. Lots of positive feedback on activity downtown
- VIII. Will build partnership with Library

C. Farmers' Market Committee

- I. Looking to extend the Farmers' Market a couple week until first snow
- II. Getting pricing for banners and long posts

D. Digital Content Committee

- I. Added About Us
- II. Event Calendar is down
- III. Discussion on tracking usage – not yet tracking usage

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IV. Added Google tracker

8. CURRENT BUSINESS:

- A. **Bills:** Motion by Paryani, second by Nevedal, to authorize expenditures as presented. A Roll Call vote was taken: Ayes – Johnson, Paryani, Wales, Haller, Nevedal, Roberts, Ascione,; Nays – None; Absent – Yost and Gall. Motion carried.
- B. **Cash Balance:** Motion by Wales, second by Roberts, to place on file. All Ayes. Motion carried.
- C. **Revenue & Expenditure Report** – July report provided last month

9. NEW BUSINESS:

10. OLD BUSINESS:

A. Trailhead Discussion –

- I. Counter offer from Sue Vowels...changed it “the amount shall not exceed \$14,000...
- II. She’ll cover removal of tank, initial boring, phase I, phase II, but will not take any further responsibility for the site
- III. Spoke with Gosling Czubak and Otwell Mawby, if we do not build anything there and keep it non-pervious, we might not need to do remediation
- IV. Send counter offer to Legal for review and hire Otwell Mawby to reassess the site again and make a determination for remediation
- V. Motion by Wales, second by Nevedal, to approve up \$1000 for attorney review and hire Otwell Mawby to reassess the site. A roll call vote was taken: Ayes – Paryani, Wales, Haller, Nevedal, Roberts, Ascione, Johnson; Nays – None; Absent – Yost and Gall. Motion Carried.

B. RFP Discussion

- I. No sealed bids received
- II. Slight miscommunication in our Indeed post.
 - a. 10 applications submitted vs. sealed bids
 - b. Need to open in a public setting
 - c. Do we want to reach out to applicants and ask for a sealed bid vs. an application?
 - d. Discussion on next steps
 - e. Open Indeed applications for contact information only and not review applications
 - f. Reach out to applicant and have them submit a sealed bid by Noon, Friday, August 20, 2021
 - g. Chair and committee will open bids on Noon, Monday, August 23, 2021 at the Village Office, 200 Hyde Street
 - h. AD will reach out to applicant and send RFP via email
 - i. Haller will update RFP with new deadlines

11. FOR YOUR INFORMATION:

- A. Today is Election Day
- B. Drag Race August 20 and 21
- C. Kaskaska County Fair this week

ADJOURN: Meeting adjourned at 5:50 PM by Chair Johnson.

The Village of Kaskaska is an Equal Opportunity Provider and Employer

Next Meeting – September 14, 2021 @ 5:00 PM
Recorded By: Gayenell Gentelia, Associate Director

September 2021 Staff Update

We made the finals of the IMPACT 100 grant. The North Country Trails Association applied for the grant to help us fund the 131 Trailhead.

We're working with C2AE on scheduling a public input meeting for the Streetscape Project on 131 and Elm Street.

We hosted over 600 riders in the DALMAC bike tour over the Labor Day weekend. Everyone was complimentary of our efforts at Railroad Square.

We hosted the first in-person Michigan Works Job Fair since the pandemic began, at the pavilion. Over 30 employers were present.

Explore 131 North continues to amass social media followers. Beyond efforts to increase tourism, we're working on an economic development focus.

We hosted Land Bank 2.0 in partnership with Housing North at Railroad Square. The director of the State Land Bank gave a very informative presentation. Since the county does not have a Land Bank, we are able to use the State Land Bank if need arises.

Our first choice for the CEDAM Fellowship Program accepted the position. We are awaiting an actual in-person start date for Ellen Berends from CEDAM.

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
23199	ADVANCED OFFICE SUPPLY INC	07/23/2021	08/20/2021	100.50	0.00	Paid	Y
23333	BAM CLEANING SERVICE, LLC	08/31/2021	09/10/2021	650.00	0.00	Paid	Y
23320	BRIANNA NELSON	08/31/2021	09/10/2021	100.00	0.00	Paid	Y
23368	CHARTER COMMUNICATIONS	08/30/2021	09/16/2021	147.96	0.00	Paid	Y
23331	CLARK ROBERT LEWIS	08/31/2021	08/31/2021	400.00	0.00	Paid	Y
23200	CONSUMERS ENERGY	07/27/2021	08/19/2021	45.51	0.00	Paid	Y
23201	CONSUMERS ENERGY	07/27/2021	08/19/2021	368.14	0.00	Paid	Y
23328	CONSUMERS ENERGY	08/15/2021	09/07/2021	115.29	0.00	Paid	Y
23329	CONSUMERS ENERGY	08/15/2021	09/07/2021	255.49	0.00	Paid	Y
23369	CONSUMERS ENERGY	08/25/2021	09/17/2021	346.61	0.00	Paid	Y
23370	CONSUMERS ENERGY	08/25/2021	09/17/2021	38.05	0.00	Paid	Y
23325	CASH COOK	08/31/2021	09/10/2021	5,022.50	0.00	Paid	Y
23366	CASH COOK	08/31/2021	09/10/2021	35.17	0.00	Paid	Y
23226	DUNN'S BUSINESS SOLUTIONS	08/11/2021	08/21/2021	15.97	0.00	Paid	Y
23367	EYES ONLY MEDIA LLC	08/31/2021	09/10/2021	924.00	0.00	Paid	Y
23203	GENTELIA, GAYENELL	08/02/2021	08/20/2021	120.00	0.00	Paid	Y
23326	GENTELIA, GAYENELL	08/31/2021	09/10/2021	4,272.45	0.00	Paid	Y
23321	GT REGIONAL COMMUNITY FOUNDATION	08/31/2021	09/10/2021	100.00	0.00	Paid	Y
23322	HOUSING NORTH	08/31/2021	09/10/2021	50.00	0.00	Paid	Y
23334	KALKASKA CONSERVATION DISTRICT	08/31/2021	09/10/2021	900.00	0.00	Paid	Y
23371	KX3 LB LLC	08/31/2021	09/10/2021	300.00	0.00	Paid	Y
23323	LAURA MCLEAN	08/31/2021	09/10/2021	30.00	0.00	Paid	Y
23332	MATTS, LLC	08/18/2021	09/10/2021	953.07	0.00	Paid	Y
23330	MCLEAN'S HARDWARE	08/10/2021	09/10/2021	2.99	0.00	Paid	Y
23335	MDA	08/31/2021	10/01/2021	225.00	0.00	Paid	Y
23336	OBSCURRUS DIEM PRODUCTIONS	08/31/2021	08/31/2021	250.00	0.00	Paid	Y
23202	PRO IMAGE DESIGN INC	07/27/2021	08/20/2021	275.00	0.00	Paid	Y
23327	SECURITY SANITATION INC	08/26/2021	09/10/2021	190.00	0.00	Paid	Y
23417	SECURITY SANITATION INC	07/26/2021	09/20/2021	190.00	190.00	Open	Y
23225	TIAA BANK	08/04/2021	08/24/2021	14.53	0.00	Paid	Y
23418	TIAA BANK	09/04/2021	09/24/2021	14.53	14.53	Open	Y
23324	TRACI CASTANEDA	08/31/2021	09/10/2021	100.00	0.00	Paid	Y
23318	VOK WATER AND SEWER	08/23/2021	09/10/2021	44.19	0.00	Paid	Y
23319	VOK WATER AND SEWER	08/23/2021	09/10/2021	124.50	0.00	Paid	Y
23416	YOUNG, GRAHAM, & WENDLING, P.C.	09/03/2021	09/21/2021	693.00	693.00	Open	Y

of Invoices: 35 # Due: 3

of Credit Memos: 0 # Due: 0

Totals: 17,414.45 897.53

Totals: 0.00 0.00

Net of Invoices and Credit Memos:

17,414.45 897.53

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	248 - DDA			17,414.45	897.53		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 -			380.00	0.00		
	248 - ADMINISTRATIVE			11,514.10	707.53		
	729 - TIF DISTRICT			5,520.35	190.00		

DDA Board Proposed Meeting Dates for 2021

January 12, 2021

February 2, 2021

March 2, 2021

April 6, 2021

May 4, 2021

June 1, 2021

July 13, 2021

August 3, 2021

CHANGE VENUE TO KALKASKA COMMISSION ON AGING, 303 S CORAL ST, KALKASKA, MI 49646

September 14, 2021

October 5, 2021

November 2, 2021

December 7, 2021

DDA BOARD PROPOSED MEETING DATES FOR 2022

KALKASKA COMMISSION ON AGING, 303 S CORAL ST, KALKASKA, MI 49646

January 11, 2022

February 1, 2022

March 1, 2022

April 5, 2022

May 3, 2022

June 7, 2022

July 12, 2022

August 2, 2022

September 13, 2022

October 4, 2022

November 1, 2022

December 6, 2022

KALKASKA DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION 2021 – 002

MICHIGAN INTERMODAL TRANSPORTATION AND TOURISM INFRASTRUCTURE NETWORK (MITTIN) PROJECT / GRANT(S) RESOLUTION OF SUPPORT

WHEREAS, in recognition of the importance of our downtown, the Village of Kalkaska Downtown Development Authority (DDA) was established by Ordinance No 243 of the Village of Kalkaska Code of Ordinances pursuant to Public Act 197 of 1975; and

WHEREAS, the purpose of the DDA is “in part to correct and prevent deterioration in business districts; to authorize the acquisition and disposal of interest in real and personal Property, to authorize the creation and implementation of development plans in the district, to promote the economic growth of the district”; and

WHEREAS, Logistics Hub has been identified as a high priority Action Item in the Becket & Raeder Planning and Capacity Initiative completed in August of 2016; and

WHEREAS, the Kalkaska Downtown Development authorized, by motion, the submission of the Rotary Charities SEED Grant Application on the 5th Day of February, 2019 in support of leading the Rail Service Enhancement Project on behalf of the Village; and

WHEREAS, the Michigan Intermodal Transportation and Tourism Infrastructure Network (MITTIN) Project is a result of the Rail Service Enhancement Project; and

WHEREAS, there are federal, state and private grants that offer funding to Build Back Better, which include assisting communities, regions and industries impacted by the coronavirus pandemic; and

WHEREAS, the Kalkaska Downtown Development Authority continues to support the utilization of our rail system to bring economic development to the Village of Kalkaska for the benefit of its residents, businesses and visitors, and

WHEREAS, no project cost will be incurred prior to formal grant award.

NOW, THEREFORE BE IT RESOLVED, that the Kalkaska Downtown Development Authority support leading the Michigan Intermodal Transportation and Tourism Infrastructure Network (MITTIN) Project on behalf of the Village.

Board Member _____ offered Resolution 2021-002 and moved its adoption.

Seconded by Board Member _____.

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Downtown Development Authority of the Village of Kalkaska, County of Kalkaska, State of Michigan, at a regular meeting held on the 14th day of September, 2021 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

Village of Kalkaska
By Its Clerk, Angie Koon

KALKASKA DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTION 2021-003
US-131 NCT TRAILHEAD AND BOARDWALK GRANTS
AUTHORIZING RESOLUTION

WHEREAS, in recognition of the importance of our downtown, the Village of Kalkaska Downtown Development Authority (DDA) was established by Ordinance No 243 of the Village of Kalkaska Code of Ordinances pursuant to Public Act 197 of 1975; and

WHEREAS, the purpose of the DDA is “to halt property value deterioration and increase property tax valuation where possible in the business district of the Village, to eliminate the causes of that deterioration and to promote economic growth”; and

WHEREAS, Developing recreational and cultural facilities to meet the needs and desires of all age groups, including enhance, support, and promote an interconnected trail system has been identified as a high priority Action Item in the Downtown Development Plan AND Tax Increment Financing Plan of 2018; and

WHEREAS, there are federal, state and private grants that offer funding to Build Back Better, which include assisting communities, regions and industries impacted by the coronavirus pandemic; and

WHEREAS, no project cost will be incurred prior to formal grant award.

NOW, THEREFORE BE IT RESOLVED, the Kalkaska Downtown Development authorizes DDA Staff to submit grant applications that raise funds to achieve the successful completion of the US-131 North Country Trail Trailhead and Boardman River Boardwalk.

Board Member _____ offered Resolution 2021-003 and moved its adoption.

Seconded by Board Member _____.

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Downtown Development Authority of the Village of Kalkaska, County of Kalkaska, State of Michigan, at a regular meeting held on the 14th day of September, 2021 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of

Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

Village of Kalkaska
By Its Clerk, Angie Koon

AGREEMENT OF SALE

THIS AGREEMENT shall be deemed effective on _____, 2021 between the Kalkaska Downtown Development Authority, a Michigan municipal authority, whose address is 200 Hyde St., Kalkaska, MI 49646 (hereafter Purchaser) and the Susan J. Vowels Revocable Living Trust, dated March 6, 2018, whose address is P.O. Box 667, Kalkaska, MI 49646 (hereafter Seller). Purchaser hereby agrees to purchase from Seller and Seller hereby agrees to sell and convey to Purchaser the following described property:

Situated in the Village of Kalkaska, County of Kalkaska, State of Michigan, to-wit:

**COM AT THE NW COR OF SW 1/4 OF NE 1/4 SEC 20 T27N-R7W TH S 170 FT TO POB
TH S 77 DEG 49'E 145.4 FT TO THE W ROW LI OF US-131 TH S 30 DEG 51'W ON ROW
LI 279.6 FT TO INTERSECTION OF ROW AND N/S 1/4 LI TH N 0 DEG 31'E ON 1/4 LI 271
FT TO POB**

(the Property).

The Property shall include the right to make all applicable division(s) under Section 108(2) of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Purchase Price

The total purchase price for the Property shall be FIFTY-SIX THOUSAND and 00/100 DOLLARS (\$56,000.00), which Purchaser shall pay to Seller in accordance with the following terms: certified funds at closing.

Contingencies

This Agreement is subject to the following contingencies and if the contingencies occur or fail to occur, as the case may be, this Agreement shall terminate with the refund of the earnest money deposit, to-wit: (1) a title commitment showing marketable title to the Property and (2) environmental assessment and remediation reports and estimates relating to the Property which would be satisfactory to a reasonably prudent purchaser.

Earnest Money Deposit

Purchaser hereby pays to Seller or Sellers' agent an earnest money deposit of FIVE HUNDRED and 00/100 DOLLARS (\$500.00) which shall be applied to the purchase price when the sale is closed. In the event of the failure of Purchaser to perform the terms of this Agreement, the earnest money deposit shall be forfeited and may be treated by Seller as liquidated damages and applied by the Seller in payment of its losses, or at Seller's election in the event that the actual damages exceed the sum deposited, may pursue such other legal and equitable remedies as Seller may have against Purchaser. The Purchaser acknowledges that the earnest money deposit is a reasonable sum to be forfeited as liquidated damages in the event that Purchaser does not perform as required by this Agreement and that this amount does not constitute a penalty.

Closing Documents

The parties shall execute the following documents at closing, to-wit: warrant deed, closing statements, and other documents deemed necessary by the closing agent to complete the transaction.

Time and Manner of Closing

This sale shall be closed within thirty (30) days after the submission to Purchaser of a Title Commitment showing marketable title in Seller and after Purchaser completes all environmental assessments and remediation of all contaminates on the Property.

Evidence of Title

Seller shall furnish to Purchaser as soon as possible, a policy of title insurance in an amount of not less than the purchase price with a commitment bearing a date later than this Agreement and guaranteeing the title as marketable.

Sellers' Default

In the event of default by Seller, Purchaser may, at its option, elect to enforce the terms hereof or demand and be entitled to an immediate refund of the entire earnest money deposit in full termination of this Agreement, with no further liability to Seller.

Title Objections

If objection to the title is made based upon a written opinion of Purchaser's attorney that title is not marketable or if a title commitment discloses unmarketable title, the Seller shall have thirty (30) days from the date it is notified in writing of the particular defects claimed either to 1) remedy the title, or 2) obtain title insurance as required above, or 3) refund the earnest deposit and pay to Purchaser all actual expenditures made by Purchaser for environmental assessments and remediation costs on the Property, including all such expenditures made by Purchaser prior to the effective date of this Agreement, in full termination of this Agreement. If Seller remedies the title or obtains such title insurance policy within the time specified, then Purchaser agrees to complete the closing as provided in this Agreement. If Seller is unable to remedy the title or obtain title insurance within the time specified, the earnest deposit shall be returned forthwith and Seller shall pay to Purchaser all actual expenditures made by Purchaser for environmental assessments and remediation costs on the Property, including all such expenditures made by Purchaser prior to the effective date of this Agreement, in full termination of this Agreement.

Real Property Taxes

Seller shall pay all sums required to fully satisfy outstanding property taxes attributable to any year(s) prior to the year of closing. Taxes billed or to be billed in the year of closing shall be prorated so that Seller shall be charged with taxes from the first of the year to the closing date and Purchaser shall be charged with taxes for the balance of the year. If official bills for taxes prorated hereunder are not yet issued, proration shall be on the basis of tax bills for the previous year (or latest millage rate multiplied by the latest taxable value, whichever is more accurate). Taxes shall be deemed to be paid in arrears and to cover the calendar year in which the taxes are billed.

Personal Property

The following items of personal property are part of this transaction and shall be transferred to Purchaser as of closing, to-wit: None.

Possession

Purchaser shall be given possession of the premises upon closing.

Environmental Issues

The parties hereby acknowledge that an old underground storage tank is located on the Property, As a result, Purchaser and its agents shall have the right to enter the Property, and have prior to the effective date of this Agreement entered the Property (with Seller's permission), to conduct environmental assessments on the Property. Finally, if the environmental assessment and remediation reports and estimates relating to the Property would not be satisfactory to a reasonably prudent purchaser, then Purchaser may elect to terminate this Agreement.

Miscellaneous

- 1) This Agreement shall bind the successors and assigns of the parties. The terms, conditions and obligations expressed in this Agreement shall survive the closing of this transaction.
- 2) This is a legal document and both Purchaser and Seller are advised to consult an attorney to protect their interest in this transaction.
- 3) Purchaser represents, warrants, and covenants to Seller that Purchaser has, or has had, the opportunity, independently, to inspect the Property, and that Purchaser has entered into this Agreement based on its satisfaction and approval of such personal examination and inspection. Purchaser agrees that Purchaser is purchasing and will accept the Property, in its then condition, as is and with all its faults. Seller has no obligation to make repairs, replacements, or improvements, except as may otherwise be expressly stated in this Agreement. No person

acting on behalf of Seller is authorized to make, and by execution hereof, Purchaser acknowledges and agrees that, except as specifically provided in this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representation, warranty, promise, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to, the condition, value, use, appurtenances, development rights, environmental condition, access, or other aspect of the Property, the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, and the merchantability, marketability, profitability, or fitness for a particular purpose of the Property. Purchaser further acknowledges and agrees that Purchaser is relying solely on its own investigation of the Property and review of information and documentation it has obtained, and that it has or will independently verify such information and documentation. Purchaser hereby acknowledges and agrees that it is purchasing the Property in its "as-is" "where-is" condition and hereby releases and holds Seller harmless regarding the condition, value, use, or other aspects of the Property.

2021. IN WITNESS WHEREOF, the Parties affix their signatures this ____ day of _____,

KALKASKA DOWNTOWN DEVELOPMENT
AUTHORITY, a Michigan municipal corporation

By: _____
Kim Johnson

Its: Board Chair

Dated: _____

SUSAN J. VOWELS REVOCABLE LIVING TRUST,
dated March 6, 2018

By: _____
Susan J. Vowels

Its: Trustee

Dated: _____

Prepared by:
Bryan E. Graham (P35708)
Attorney at Law
P.O. Box 398
Bellaire, Michigan 49615
(231) 533-8635

Main Street

From: DDA Director
Sent: Tuesday, September 7, 2021 11:36 AM
To: Main Street
Subject: FW: Kalkaska Boardwalk Project

For packet

From: Kevin Ringwelski, P.G., C.P.G. [<mailto:kdringwelski@goslingczubak.com>]
Sent: Thursday, September 2, 2021 6:02 PM
To: DDA Director
Cc: Adam Biteman, C.P.G., P.G.; Kevin Krogulecki, P.L.A.
Subject: Kalkaska Boardwalk Project

Cash, as we discussed this morning the timeline for conducting environmental due diligence to limit environmental liability for the DDA is prior to or within 45 days of occupancy or ownership. The Phase I and Phase II Environmental Assessments have been completed therefore the only remaining disclosure is preparing and submitting a Baseline Environmental Assessment to Michigan Department of Environment, Great Lakes and Energy (EGLE). A new purchaser must submit the BEA report within 6 months of ownership or occupancy.

The existing underground storage tank removal is part of the Due Care responsibilities for the DDA as the new owner of the property and should be completed as soon as practical. Please let me know if you have any other questions.

Best,

Kevin D. Ringwelski, P.G., CPG | Director of Environmental & Drilling Services
Gosling Czubak Engineering Sciences, Inc.

231.946.9191 office | 231.933.5129 direct | 231.342.0904 mobile
kdringwelski@goslingczubak.com | www.goslingczubak.com

[Connect with us on LinkedIn!](#)