

**City of Beaverton**  
**City Council Agenda for the Regular Meeting of**  
**Monday, December 2, 2019**  
**6:00 pm**

COUNCIL

Mayor – Ray Nau

Member – Terry McCartney

Member – Kevin Neville

Member – Tim Danielak

Member – Nellie List

Member – Nila Frei

Member – Brooke Werth

1. Roll Call 6:00 pm
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Comment *This is an opportunity for persons to address the Council on issues relevant to City business but not on the meeting agenda. Please state your name and address.*
5. Adoption of Meeting Minutes: Regular Meeting November 18, 2019
6. Agenda Items:
  - A. Consideration of Legal Services Agreement for Saginaw Street.
  - B. Consideration to hire one Full Time DPW Employee
  - C. Consideration of Salary for the Public Works Director
  - D. Consideration of wage for Treasurer
  - E. Consideration of City Manager Contract
7. Communications
8. Adjournment

MINUTES OF SPECIAL BEAVERTON CITY COUNCIL MEETING  
November 18, 2019

Meeting was called to order by Mayor Ray Nau at 6:00 pm

Pledge of Allegiance was recited by all attendees present

Present: Council members: Danielak, Neville, List, Frei, McCartney.

Absent: Werth

Also present: Mayor Ray Nau, City Clerk Janelle Keen, Police Chief Brad Davis, Community Development Coordinator Sharon Campbell, City Attorney Tara Hovey, DPW Supervisor Rob Sabisch and members of the community

Approval of Agenda with amendment to add item K to appoint a Deputy Clerk: Motion by Frei, second by Danielak. All present voting aye, motion carried

Public Comment: None

Adoption of meeting minutes: Motion by Frei, second by McCartney to approve minutes from October 21, 2019. All present voting aye, motion carried

Laura Brandon-Maveal presented the Canvass of votes cast at the City General Election. She stated that elections went smoothly and the Election Committee did a good job running the election.

Business Agenda Items:

- A. Elected City Council members Frei, Danielak and McCartney were sworn in by City Clerk Janelle Keen. Elected Mayor Nau was sworn in by City Clerk Janelle Keen.
- B. Motion by List, second by McCartney to appoint Neville as Mayor Pro Tem. Neville was sworn in by City Clerk Janelle Keen.
- C. Motion by Danielak, second by Neville to approve Resolution 2019-41: Hardship Exemption  
McCartney aye, Neville aye, Danielak aye, List aye, Frei aye. All voting aye, resolution adopted.
- D. Motion by Neville, second by McCartney to accept agreement between City and Tara Hovey for legal services pertaining to construction of Public Works building. All voting aye, motion approved
- E. Motion by Frei, second by Neville to accept agreement between City and Tara Hovey for legal services pertaining to construction of City Hall. All voting aye, motion approved
- F. Motion by McCartney, second by Frei to approve Resolution 2019-42 for reimbursement of expenses pertaining to bond projects. McCartney aye, Neville aye, Danielak aye, List aye, Frei aye. All voting aye, resolution adopted.
- G. Motion by McCartney, second by Frei to table approval of City Manager contract. Special Council meeting will be held in December to discuss details of contract
- H. Motion by Danielak, second by Neville to table approval of salary consideration for Public Works Director. Special Council meeting will be held in December to discuss details of salary
- I. Motion by Danielak, second by Neville to table approval of Treasurer wage. Special Council meeting will be held in December to discuss wage
- J. Motion by Frei, second by McCartney to approve Ordinance 2019-7 for Consumers Energy Franchise: McCartney aye, Neville aye, Danielak aye, List aye, Frei aye. All voting aye, motion approved

K. Motion by McCartney, second by Danielak to appoint Shannon Sirpilla as Deputy Clerk. All voting aye, motion approved

- A. -County Commissioner Rick Grove: No report
- B. -DPW Supervisor Robert Sabisch: Written report. Motion by Frei, second by List to accept quote from Advanced Plumbing for meter replacements. All voting aye, motion approved. Motion by Danielak, second by McCartney To accept bid from Beaverton Security for work on drive entrance on Lang Rd. All voting aye, motion approved Frei noted that she has heard positive comments from the city residents on how DPW employees are very respectful and that they are addressing residents concerns. She also stated that residents favor the appearance of the uniforms for the DPW employees.
- C. -Police Report: Written report provided, hands free ordinance seems to be going well and many residents are supporting it, turkey dinner give-away is going well with over 90 families slated to receive dinners so far
- D. -Mayor's Report/Ray Nau: No report provided
- E. -City Manager's Report/Heath Kaplan: Verbal report on feedback from residents about new utility billing rates
- F. -Engineer's Report: New project manager Dave Richmond was introduced by Rick Freeman from Rowe Engineering. Dave provided a written and verbal update report on current projects
- G. -Library Use Data Report: Written report

Ways & Means: Motion by Frei, second by Danielak to approve bills paid for October 2019 in the amount of \$ 274,537.89. All voting aye, motion approved

Committee Reports:

- A. -Fire Board: Written report, Thursday, November 19<sup>th</sup> at 7pm they will be discussing applications
- B. -Fair Board: No report
- C. -Park & Recreation: Written report
- D. -Police Committee: No report
- E. -Personnel Committee: Items presented by personnel committee were tabled until December special meeting
- F. -Downtown Development Authority: Kaplan stated that we are moving forward w/closing on Doan St. property, the agreement to sell the Comerica building has been approved, façade project for Kurt Grove has been approved, they will be meeting with Kim Shea from Freeman Nursery to discuss next years order for flower baskets and down payment on brick paver project

Communications: A special council meeting will be December 2, 2019 at 6pm at the BAC to discuss items G, H and I which were tabled during meeting. Mark Lucero from Rose Pest Control gave a report on first year of mosquito spraying in the City

Motion by Nevillek, second by McCartney to adjourn meeting at 7:09pm. All voting aye, motion carried.

Respectfully Submitted,

Janelle Keen/Clerk

LEGAL SERVICES AGREEMENT

This Agreement made this 25th day of November, 2019  
between

The City of Beaverton, a Michigan Municipal Corporation  
hereinafter referred to as "Owners," and

Tara S. Hovey

attorney at law, of Dreyer Hovey & Post, PLLC, 195 W. Main, Box 649, Harrison, MI, 48625  
hereinafter referred to as "Attorney":

WHEREAS, the Attorney agrees to perform all legal services  
necessary to the organization, financing, construction, and initial  
operation of ~~the~~ Construction of Saginaw Street ~~system~~

WITNESSETH:

That for and in consideration of the mutual covenants and promises  
between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the attorney will perform such services as are necessary to  
accomplish the above recited objectives including, but not limited  
to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, U. S. Department of Agriculture (USDA), (g) entering into construction contracts; (h) preparation and adoption of by-laws, rules and regulations, and the rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.
3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.

4. Preparation, negotiation, or review of contract with a city or other source of water supply, when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recording thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from state regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
8. Preparation and approval of those documents pertaining to the issuance of the Owner's obligations. Preparation of opinions of counsel as required by Owners or the USDA. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

(Please refer to Michigan Guide 4, Attachment 1 "Legal Requirements Guide" when preparing the required legal documents)

SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:  

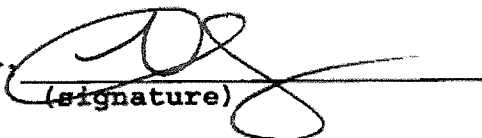
Hourly rate of \$ 185.00 plus expenses; not to exceed  
\$ 5,000.00;
2. Additional compensation, in excess of the maximum agreed on above, may be increased by amendment to this agreement only when there is sufficient documentation for the increase and approved by USDA Rural Development.

Said fees to be payable in the following manner and at the following times:

SECTION C - OTHER PROVISIONS

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
  
2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within N/A days from the date of the commencement of its legal existence, this Agreement shall terminate and

Owners shall be liable to the Attorney for Payment of \$ N/A, which sum represents payment in full for the organization and incorporation of the association for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

Attorney:   
 (signature)

Firm Name: Dreyer Hovey & Post, PLLC  
 Address: 195 W. Main, P.O. Box 649  
 Harrison, MI 48625

Phone: (989) 539-7134  
 Fax: (989) 539-1404  
 Email: law@clarecountylaw.com

Owners: \_\_\_\_\_  
 (appropriate signature)  
 \_\_\_\_\_  
 (appropriate signature)

USDA, Rural Development Concurrence  
 By: \_\_\_\_\_  
 (signature)  
 Name, title: \_\_\_\_\_

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of November, 2019, by and between the CITY OF BEAVERTON, Michigan, a municipal corporation, hereinafter called "the City", and Heath Kaplan, hereinafter called "the Employee", both of whom understand and agree as follows:

### WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as City Manager of the City of Beaverton; and

WHEREAS, it is the desire of the City to provide benefits, establish certain conditions of employment and to set working conditions of the Employee; and,

WHEREAS, it is the desire of the City to:

1. Secure and retain the services of the Employee and to provide inducement for him to remain in such employment,
2. To make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security,
3. To act as a deterrent against misfeasance or dishonesty on the part of the Employee, and
4. To provide a just means for terminating the Employee's services at such time as he may be unable fully to discharge his duties due to disability or when the City may otherwise desire to terminate his employ; and

WHEREAS, the Employee desires to accept employment as City Manager;

NOW THEREFORE, for and in consideration of the mutual promises herein, the parties agree as follows:

#### Section 1: Duties

The Employee, as the City Manager of the City, agrees and promises to perform and discharge, well and faithfully, the duties assigned to him by the City Council for the conduct of the City's business. Those duties shall include those generally assigned to the City Manager of a municipal corporation, the functions and duties specified in the job description contained in the City Charter and made a part hereof by reference and other duties and functions as specified by the City Council from time to time, within its sole discretion.

#### Section 2: Term

- A. At will employment relationship: Nothing in this agreement shall prevent, limit or otherwise, interfere with the right of the City to terminate the services of the Employee at any time, with cause. Both the employer and

the employee hereby restate and acknowledge the “at-will” nature of the employment relationship. No such termination shall result in the cause of action in favor of the employee.

- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 4, Paragraph B, of this agreement.
- C. The Employee began his employment with the City of Beaverton on January 3, 2018, under a preceding agreement ending January 3, 2020. This agreement shall become effective on January 4, 2020 and the employee agrees to remain in the exclusive employ of the City until the end of the agreement, January 3, 2023, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is altered as hereinafter provided. The term “employed” shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on employee’s time off so long as said activities do not unduly interfere with the Employee’s job performance under this agreement.

The Employee shall devote such time, attention, and energies to the business of the Employer as is necessary for the Employee to satisfactorily perform his/her duties as City Manager.

- D. This agreement may be extended upon the vote of the Council for a period of two years. All terms, unless otherwise modified, remain in full force and effect. This extension shall only become effective upon both parties having signed an Agreement of Extension stating the period of extension and any changes to the remaining terms of the agreement.

### Section 3: Suspension

This City may suspend the Employee during the term of this agreement for just cause. Just cause is defined in Section 4(A)(1). The City reserves the right to determine whether said suspension shall be with or without pay and benefits based upon the nature and severity of the allegations causing said suspension.

Should the City Council consider a suspension under the terms of this agreement, the Employee shall be given written notice setting forth any charges at least ten (10) days prior to a hearing by the City Council. The hearing by the City Council may be held in a closed meeting if permitted by law.

### Section 4: Termination and Severance Pay

This agreement may be terminated by the Employer as follows:



- A. For just cause with thirty (30) days written notice to the Employee by the Employer specifying the reasons or cause for the discharge. "Just Cause" is defined in this agreement as Employee misconduct, violation of the Employer's rules, regulations, and employment policies, the Employee's failure to render and perform services to the Employer according to his obligations under this agreement or failure of the Employee to perform at a level that meets the Employer's reasonable expectations.
- B. For just cause with three (3) days written notice to the Employee by the Employer in the event the Employee is charged with or convicted for any illegal act. In the event that the Employee is terminated because of he/she being charged with or convicted for any illegal act, then in that event, the City shall have no obligation to pay the severance sums designated in this section. In addition, the Employee shall not be entitled to payment for any accrued vacation. All other rights, compensation, and benefits provided herein shall cease upon the date of termination.
- C. At any time, without cause and without prior notice to the Employee, however in that event, the Employer shall be required to pay the Employee severance pay equal to one half of the annual salary (not to include any other form of compensation or benefits to which the Employee may be entitled) due to Employee under this agreement. This payment shall be made in 6 monthly payments, each payment equal to one-twelfth (1/12) of his annual base salary. All other rights, compensation and benefits provided herein shall cease upon the date of termination.
- D. In the event that the Employee voluntarily resigns his/her position with the City before expiration of the aforesaid term of his/her employment, then, the Employee shall give the City three (3) months' notice in advance, unless both parties otherwise agree, and the Employee shall not be entitled to severance pay as provided in Section 4, Paragraph 3.

## Section 5: Compensation

The City agrees to pay the Employee for his services rendered pursuant hereto an annual base salary in equal installments at the same time as other employees of the City of Beaverton are paid as follows:

Effective January 4, 2020	\$70,000.00	
Effective January 4, 2021	\$72,100.00	3%
Effective January 4, 2022	\$74,263.00	3%

Section 6: Performance and Evaluation

- A. The City shall review and evaluate the performance of the Employee three (3) months in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City and the Employee. Said criteria may be added to or deleted from as the City may from time to time determine, in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the city and provide an adequate opportunity for the Employee to discuss his evaluation with the whole City Council.
  
- B. Annually, the City and the Employee shall define goals and performance objections which they determine meet the policy objectives for the City and are necessary for the proper operation of the City's programs. These goals and objectives are to be prioritized and reduced to writing. They shall be generally attainable within the time limitations as specified and within the appropriations provided.
  
- C. In effecting the provisions of this Section, the Council and the Employee mutually agree to abide by the provisions of applicable law.

Section 7: Hours of Work

It is recognized that the Employee must devote a great deal of time beyond the normal office hours to business of the City.

Section 8: Housing Allowance

If, after the date of this Agreement, Employee establishes his principal residence within the city limits of the City of Beaverton the employee shall receive a 6% increase in his base income. This allowance, less payroll deductions and all required withholdings, will be payable in equal installments in accordance with City's normal payroll practices. If, after the date of this Agreement, Employee establishes his principal residence within the Beaverton Public School District but outside of the city limits of the City of Beaverton then employee shall receive a 3% increase in his base income. This allowance, less payroll deductions and all required withholdings, will be payable in accordance with City's normal payroll practices.

## Section 9: Vacation, Sick and Military Leave

The Employee shall accrue twenty vacation days per year. He shall accrue sick days in accordance with the Non-Union Personnel Rules and Regulations of the City.

## Section 10: Health and Life Insurance

- A. The City agrees to put into force and to make required premium payments for the Employee for insurance policies for major medical and dependent coverage group insurance covering the Employee and his dependents in accordance with The Non-Union Personnel Rules and Regulations unless otherwise provided herein. The City agrees to provide hospitalization, surgical, and comprehensive medical, dental, and optical insurance for the Employee and his dependents and to pay the premiums thereon equal to that which is provided to all other employees of the City or, in the event that no such plan exists, will provide the same for the Employee.
- B. The City agrees to purchase and to pay the required premiums on term life insurance policies equal in amount to two (2) times the annual base salary of the Employee. The provisions of this paragraph are subject to the Employee's reasonable insurability.
- C. The Employee agrees to submit to a complete physical examination by a qualified physician selected by the City, at the beginning of each contract year, the cost of which shall be paid by the City.

## Section 11: Retirement

In addition to the base salary paid by the City to the Employee, the City agrees to pay an amount equal to ten percent, (10%) percent of the Employee's base salary up to the maximum limit permitted into the retirement fund of choice on the Employee's behalf, in equal, proportionate amounts and each month.

## Section 12: Dues and Subscriptions

The City shall budget and pay for the professional dues and subscriptions of the Employee necessary for his continuation and full participation in professional associations for his continued professional participation, growth and advancement within its sole discretion.

## Section 13: Professional Development

- A. The City hereby agrees, subject to its prior approval, to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions necessary to continue the professional

development of the Employee, and to adequately pursue necessary official and other functions for the City.

- B. The City also agrees, subject to its prior approval, to pay for the travel and subsistence expenses of the Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

#### Section 14: General Expenses

The City recognizes that certain expenses of job-related nature are incurred by the Employee, and hereby agrees to reimburse or to pay said general expenses in accordance with the policies of the City of Beaverton. The City Clerk is authorized to disburse such monies upon receipt of duly executed expense or cash vouchers, receipts, statement or personal affidavits.

#### Section 15: Civic Club Membership

The City recognizes the desirability of representation in and before local civic and other organizations, and the Employee is authorized to become a member of a civic club, for which the City shall pay all expenses.

#### Section 16: Indemnification

The City shall defend, save harmless and indemnify the Employee against any tort, professional liability claim, demand, or legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Manager, except for the following acts:

1. For any breach of the employee's duty of loyalty to the City of Beaverton, or its agents or employees;
2. For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.
3. For any transaction from which the Employee derived an improper personal benefit; or
4. An act or omission that is grossly negligent.

#### Section 17: Bonding

The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

#### Section 18: Other Terms and Conditions of Employment

- A. The City, in consultation with the Employee, shall establish such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms

and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City charter or any other law.

- B. All provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended if not addressed and/or specifically provided herein, shall apply to the Employee as they would to other non-union personnel of the City of Beaverton.

#### Section 19: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and insure to the benefit of the heirs at law and executors of the Employee.
- C. This agreement shall become effective upon signing subject to ratification by the City.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- E. No changes shall be made to this Employee Agreement except in writing, signed by both parties and accompanied by the appropriate City resolution, moved, supported and passed, specifically addressing the changes and authorizing the Mayor and City Council Secretary to enter into the amended agreement in writing.

#### Section 20: Dispute Resolution

- A. All disputes, controversies, or claims arising out of, in connection with, or relating to this Employment Agreement or any breach or alleged breach of the agreement, and any claim that the Employer violated any State or Federal statute, (including discrimination/civil rights claims) or Michigan common law doctrine or committed any tort regarding the Employee in relation to his/her employment shall, on the request of the party involved, be submitted to and settled by arbitration in the State of Michigan under the rules then in effect of the American Arbitration Association, (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). The parties specifically agree to arbitration with the other party in a joint proceeding for all common issues and disputes. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
- B. Notice of the demand for arbitration shall be filed, in writing, with the other party to this agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose when the party asserting the claim should reasonably been aware of

it, but in no event later than one year after the claim arose for a State law claim and no later than the applicable Statute of Limitations for a federal law claim.

- C. The parties may elect to be represented by an attorney or other representative of their choice. Each party shall have the right to pre-hearing discovery in the time and manner provided by the then applicable Michigan Court Rules. Each party shall also have the right to subpoena witnesses and documents for the arbitration hearing.
- D. The arbitrator shall have no power to add to, or subtract from, or alter the terms of this agreement and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expense of any arbitration shall be borne by the Employer except for that portion that is equal to the current civil filing fee in Federal Court. Each party shall pay for and bear the cost of its own experts, evidence, and counsel fees. However, if any party prevails on a statutory claim, the arbitrator may award reasonable costs and fees, including the portion of the arbitrator's fees paid by the party and attorney fees to the prevailing party in accordance with such statute.
- F. Any award by the arbitrator shall be final and conclusive upon the parties, and a Judgment may be entered in the highest Court for the forum, State or Federal, having jurisdiction. Any arbitral award regarding compensation due to the Employee because of an involuntary termination shall be limited to an amount equal to the salary that the Employee would have received during the remaining term of this agreement less the amount of severance pay received by the Employee pursuant to the terms of this agreement. All statutory remedies shall be available to the Employee.

#### Section 21: Assignment Prohibited

This Agreement is personal to each of the parties. Neither party may assign or delegate any of its rights or obligations under this agreement without first obtaining the other's written consent.

#### Section 22: Governing Law

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

Section 23: Severability

The invalidity of all or any part of any sections, subsections or paragraphs of this agreement shall not invalidate the remainder of this agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intent and purposes of the parties.

IN WITNESS WHEREOF, the City of Beaverton has caused this agreement executed in its behalf by the Mayor, and the Employee have signed and executed this agreement, both in duplicate, on the day and year first above written.

CITY OF BEAVERTON

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
RAYMOND M. NAU, MAYOR

\_\_\_\_\_  
Heath Kaplan  
Employee

STATE OF MICHIGAN     )  
  ) §  
County of Gladwin        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by CITY OF BEAVERTON, a Michigan Municipal Corporation, by RAYMOND NAU, Mayor and City Manager Heath Kaplan.

\_\_\_\_\_  
Janelle Keen, Notary Public  
Gladwin County, Michigan  
My Commission expires:  
Acting in the County of Gladwin