



# City Council Agenda

Electronic Meeting Due to Covid-19: Governor Executive Order

May 4, 2020  
7:00 p.m.

City Council Chambers  
97 N. Broad Street  
Hillsdale, MI 49242

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- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
  - A. Approval of Bills
    - 1. City Claims of April 16, 2020: \$32,291.07
    - 2. BPU Claims of April 16, 2020: \$442,516.92
    - 3. Payroll of April 16, 2020: \$181,699.38
  - B. City Council Minutes of April 20, 2020
  - C. Finance Minutes of April 6, 2020 & April 20, 2020
- VI. Communications/Petitions**
  - A. Supportive Actions for Michigan by President Trump
  - B. CARES Act Grant for Hillsdale Municipal Airport
  - C. Summer 2020 City Newsletter
  - D. Census Flyer
  - E. Cindy Merritt Email
- VII. Introduction and Adoption of Ordinances/Public Hearing**
- VIII. Old Business**
  - A. City Flooding Update – DPS Director
- IX. New Business**
  - A. Audit Proposal 2020-2024
  - B. Contract for a Federal/State/Local Airport Project (Fuel Farm)
  - C. Michigan Council for Arts and Cultural Affairs Grant Application- Dawn Theater
  - D. Summer Kid Pitch Baseball/Softball – Cancellation Discussion
- X. Miscellaneous Reports**
  - A. Proclamations- None
  - B. Appointments- None
  - C. Other- None
- XI. General Public Comment**

**XII. City Manager's Report**

**XIII. Council Comment**

**XIV. Adjournment**

04/16/2020 09:27 AM  
 User: gkeasal  
 DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 04/03/2020 - 04/16/2020  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GC

| GL Number                      | Invoice Date | Vendor                         | Invoice Desc.                        | Invoice          | Due Date | Amount          | check # |
|--------------------------------|--------------|--------------------------------|--------------------------------------|------------------|----------|-----------------|---------|
| Invoice Age: Less Than 30 Days |              |                                |                                      |                  |          |                 |         |
| Check 417                      |              |                                |                                      |                  |          |                 |         |
| 481-000.000-265.000            | 04/09/20     | STATE OF MICHIGAN              | SALES TAX - AIRPORT                  | 03.31.2020       | 04/09/20 | 103.93          | 417     |
|                                |              |                                |                                      |                  |          | <u>103.93</u>   |         |
| Total For Check 417            |              |                                |                                      |                  |          |                 |         |
| Check 418                      |              |                                |                                      |                  |          |                 |         |
| 101-265.000-920.000            | 04/16/20     | MICH GAS UTILITIES             | NATURAL GAS UTILITY                  | 2934483816       | 04/16/20 | 261.75          | 418     |
| 101-265.000-920.000            | 04/16/20     | MICH GAS UTILITIES             | NATURAL GAS UTILITY                  | 2934724452       | 04/16/20 | 526.55          | 418     |
| 101-336.000-920.000            | 04/16/20     | MICH GAS UTILITIES             | NATURAL GAS UTILITY                  | 2937173921       | 04/16/20 | 314.89          | 418     |
| 101-441.000-920.000            | 04/16/20     | MICH GAS UTILITIES             | NATURAL GAS UTILITY                  | 2938342047       | 04/16/20 | 234.36          | 418     |
| 271-790.000-920.000            | 04/16/20     | MICH GAS UTILITIES             | NATURAL GAS UTILITY                  | 2935635450       | 04/16/20 | 325.19          | 418     |
|                                |              |                                |                                      |                  |          | <u>1,662.74</u> |         |
| Total For Check 418            |              |                                |                                      |                  |          |                 |         |
| Check 419                      |              |                                |                                      |                  |          |                 |         |
| 101-441.000-801.000            | 04/16/20     | SPOK, INC                      | DPS RENTAL PAGER                     | D7385433P        | 04/16/20 | 18.73           | 419     |
|                                |              |                                |                                      |                  |          | <u>18.73</u>    |         |
| Total For Check 419            |              |                                |                                      |                  |          |                 |         |
| Check 82909                    |              |                                |                                      |                  |          |                 |         |
| 101-276.000-801.000            | 04/07/20     | DAVID STIDHAM                  | TREE REMOVALS AND TRIMING            | 03.20.2020       | 04/07/20 | 200.00          | 82909   |
| 202-470.000-801.000            | 04/07/20     | DAVID STIDHAM                  | TREE REMOVALS AND TRIMING            | 03.20.2020       | 04/07/20 | 1,250.00        | 82909   |
| 203-470.000-801.000            | 04/07/20     | DAVID STIDHAM                  | TREE REMOVALS AND TRIMING            | 03.20.2020       | 04/07/20 | 450.00          | 82909   |
|                                |              |                                |                                      |                  |          | <u>1,900.00</u> |         |
| Total For Check 82909          |              |                                |                                      |                  |          |                 |         |
| Check 82910                    |              |                                |                                      |                  |          |                 |         |
| 101-295.000-925.000            | 04/16/20     | ACD                            | POT'S DIGITAL LINE - AIRPORT         | 14046-101        | 04/16/20 | 91.68           | 82910   |
|                                |              |                                |                                      |                  |          | <u>91.68</u>    |         |
| Total For Check 82910          |              |                                |                                      |                  |          |                 |         |
| Check 82911                    |              |                                |                                      |                  |          |                 |         |
| 401-900.000-975.040            | 04/16/20     | AMAZON CAPITAL SERVICES, INC   | TV MONITOR STAND FOR COUNCIL CHAMBE  | 113-1240762-6357 | 04/16/20 | 109.38          | 82911   |
|                                |              |                                |                                      |                  |          | <u>109.38</u>   |         |
| Total For Check 82911          |              |                                |                                      |                  |          |                 |         |
| Check 82912                    |              |                                |                                      |                  |          |                 |         |
| 640-444.000-730.000            | 04/16/20     | BAKER'S GAS & WELDING SUPPLIES | PROPANE                              | 01615534         | 04/16/20 | 16.84           | 82912   |
|                                |              |                                |                                      |                  |          | <u>16.84</u>    |         |
| Total For Check 82912          |              |                                |                                      |                  |          |                 |         |
| Check 82913                    |              |                                |                                      |                  |          |                 |         |
| 101-336.000-726.000            | 04/16/20     | BATTERY JUNCTION               | DURACELL C BATTERIES FOR SCBA AIR P. | 1529327          | 04/16/20 | 151.72          | 82913   |
|                                |              |                                |                                      |                  |          | <u>151.72</u>   |         |
| Total For Check 82913          |              |                                |                                      |                  |          |                 |         |
| Check 82914                    |              |                                |                                      |                  |          |                 |         |
| 101-372.000-801.372            | 04/16/20     | BILL'S LAWN CARE, LLC          | PLOW AND SALT 135 E SOUTH ST         | 2395306          | 04/16/20 | 75.00           | 82914   |
|                                |              |                                |                                      |                  |          | <u>75.00</u>    |         |
| Total For Check 82914          |              |                                |                                      |                  |          |                 |         |
| Check 82915                    |              |                                |                                      |                  |          |                 |         |
| 101-265.000-925.000            | 04/16/20     | BSB COMMUNICATIONS INC         | ETHERFAX MONTHLY CHARGES             | 152081-CITY      | 04/16/20 | 112.00          | 82915   |
| 271-790.000-925.000            | 04/16/20     | BSB COMMUNICATIONS INC         | ETHERFAX MONTHLY CHARGES             | 152081-CITY      | 04/16/20 | 56.00           | 82915   |
|                                |              |                                |                                      |                  |          | <u>168.00</u>   |         |
| Total For Check 82915          |              |                                |                                      |                  |          |                 |         |
| Check 82916                    |              |                                |                                      |                  |          |                 |         |
| 101-441.000-726.000            | 04/16/20     | CINTAS CORPORATION             | SPRAY BOTTLES & DISINFECT.           | 1901217036       | 04/16/20 | 28.00           | 82916   |
|                                |              |                                |                                      |                  |          | <u>28.00</u>    |         |
| Total For Check 82916          |              |                                |                                      |                  |          |                 |         |
| Check 82917                    |              |                                |                                      |                  |          |                 |         |
| 633-000.000-111.000            | 04/16/20     | DETROIT SALT CO                | ROCK SALT                            | S120-06510       | 04/16/20 | 6,255.51        | 82917   |
|                                |              |                                |                                      |                  |          | <u>6,255.51</u> |         |
| Total For Check 82917          |              |                                |                                      |                  |          |                 |         |

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| Check 82918                    |              |                                |  |               |          |                 |         |
| 101-265.000-801.000            | 04/16/20     | EAST 2 WEST ENTERPRISES, INC   | MOP & BUFF DISPATCH OFFICE               | 8664          | 04/16/20 | 40.00           | 82918   |
|                                |              |                                |  |               |          | <u>40.00</u>    |         |
| Total For Check 82918          |              |                                |  |               |          |                 |         |
| Check 82919                    |              |                                |  |               |          |                 |         |
| 101-336.000-726.000            | 04/16/20     | EMERGENCY MEDICAL PRODUCTS INC | SZ LG GLOVES                             | 2150492       | 04/16/20 | 194.00          | 82919   |
|                                |              |                                |  |               |          | <u>194.00</u>   |         |
| Total For Check 82919          |              |                                |  |               |          |                 |         |
| Check 82920                    |              |                                |  |               |          |                 |         |
| 101-336.000-930.000            | 04/16/20     | EMERGENCY VEHICLE PLUS         | SERVICE REPAIRS - ENGINE 332             | 101700        | 04/16/20 | 773.82          | 82920   |
|                                |              |                                |  |               |          | <u>773.82</u>   |         |
| Total For Check 82920          |              |                                |  |               |          |                 |         |
| Check 82921                    |              |                                |  |               |          |                 |         |
| 101-441.000-726.000            | 04/16/20     | FAMILY FARM & HOME             | BOLT CUTTERS & JACK                      | 000618/W      | 04/16/20 | 9.99            | 82921   |
| 640-444.000-730.000            | 04/16/20     | FAMILY FARM & HOME             | BOLT CUTTERS & JACK                      | 000618/W      | 04/16/20 | 64.99           | 82921   |
|                                |              |                                |  |               |          | <u>74.98</u>    |         |
| Total For Check 82921          |              |                                |  |               |          |                 |         |
| Check 82922                    |              |                                |  |               |          |                 |         |
| 101-301.000-726.000            | 04/16/20     | GALL'S, INC                    | PANTS - CRATSENBURG                      | 015354281     | 04/16/20 | 10.95           | 82922   |
| 101-301.000-742.000            | 04/16/20     | GALL'S, INC                    | PANTS - CRATSENBURG                      | 015354281     | 04/16/20 | 97.88           | 82922   |
|                                |              |                                |  |               |          | <u>108.83</u>   |         |
| Total For Check 82922          |              |                                |  |               |          |                 |         |
| Check 82923                    |              |                                |  |               |          |                 |         |
| 101-265.000-726.000            | 04/16/20     | HEFFERNAN SOFT WATER SERVICE   | WATER DELIVERY SERVICE                   | 249           | 04/16/20 | 19.00           | 82923   |
| 101-265.000-726.000            | 04/16/20     | HEFFERNAN SOFT WATER SERVICE   | WATER DELIVERY SERVICE                   | 415           | 04/16/20 | 14.25           | 82923   |
| 101-295.000-726.000            | 04/16/20     | HEFFERNAN SOFT WATER SERVICE   | WATER DELIVERY SERVICE                   | 415           | 04/16/20 | 4.75            | 82923   |
| 101-441.000-726.000            | 04/16/20     | HEFFERNAN SOFT WATER SERVICE   | WATER DELIVERY SERVICE                   | 249           | 04/16/20 | 4.75            | 82923   |
| 101-441.000-726.000            | 04/16/20     | HEFFERNAN SOFT WATER SERVICE   | WATER DELIVERY SERVICE                   | 415           | 04/16/20 | 4.75            | 82923   |
| 588-588.000-726.000            | 04/16/20     | HEFFERNAN SOFT WATER SERVICE   | WATER DELIVERY SERVICE                   | 302           | 04/16/20 | 9.50            | 82923   |
|                                |              |                                |  |               |          | <u>57.00</u>    |         |
| Total For Check 82923          |              |                                |  |               |          |                 |         |
| Check 82924                    |              |                                |  |               |          |                 |         |
| 101-265.000-957.000            | 04/16/20     | HILLSDALE CO DRAIN COMM        | SPECIAL ASSESSMENT- FRANKHAUSER - S.2019 |               | 04/16/20 | 1,932.98        | 82924   |
|                                |              |                                |  |               |          | <u>1,932.98</u> |         |
| Total For Check 82924          |              |                                |  |               |          |                 |         |
| Check 82925                    |              |                                |  |               |          |                 |         |
| 101-191.000-862.000            | 04/16/20     | HILLSDALE FILLING STATION      | LUNCH & DINNER FOR ELECTION WORKERS      | 04.01.2020    | 04/16/20 | 341.89          | 82925   |
|                                |              |                                |  |               |          | <u>341.89</u>   |         |
| Total For Check 82925          |              |                                |  |               |          |                 |         |
| Check 82926                    |              |                                |  |               |          |                 |         |
| 101-215.000-905.000            | 04/16/20     | HILLSDALE MEDIA GROUP          | PUBLIC NOTICES- NEW POLICE VEHICLE/      | 2003-00000705 | 04/16/20 | 157.40          | 82926   |
| 101-215.000-905.000            | 04/16/20     | HILLSDALE MEDIA GROUP          | PUBLIC NOTICES                           | 2003-00000849 | 04/16/20 | 171.28          | 82926   |
| 101-301.000-905.000            | 04/16/20     | HILLSDALE MEDIA GROUP          | PUBLIC NOTICES- NEW POLICE VEHICLE/      | 2003-00000705 | 04/16/20 | 77.75           | 82926   |
|                                |              |                                |  |               |          | <u>406.43</u>   |         |
| Total For Check 82926          |              |                                |  |               |          |                 |         |
| Check 82927                    |              |                                |  |               |          |                 |         |
| 588-588.000-730.000            | 04/16/20     | HOEKSTRA TRANSPORTATION, INC.  | HYD FLUID & CYLINDER KIT                 | X101024466:01 | 04/16/20 | 622.50          | 82927   |
|                                |              |                                |  |               |          | <u>622.50</u>   |         |
| Total For Check 82927          |              |                                |  |               |          |                 |         |
| Check 82928                    |              |                                |  |               |          |                 |         |
| 101-276.000-726.000            | 04/16/20     | WEST MICH FLAGS                | US STICK FLAGS                           | 20322         | 04/16/20 | 960.98          | 82928   |
|                                |              |                                |  |               |          | <u>960.98</u>   |         |
| Total For Check 82928          |              |                                |  |               |          |                 |         |
| Check 82929                    |              |                                |  |               |          |                 |         |
| 101-756.000-726.470            | 04/16/20     | LAKE COUNTY NURSERY            | TREES - SPRING PLANTING                  | SI-38331      | 04/16/20 | 351.00          | 82929   |

| GL Number                      | Invoice Date | Vendor                   | Invoice Desc.                              | Invoice       | Due Date | Amount   | check # |
|--------------------------------|--------------|--------------------------|--|---------------|----------|----------|---------|
| Invoice Age: Less Than 30 Days |              |                          |  |               |          |          |         |
| Check 82929                    |              |                          |  |               |          |          |         |
| 202-470.000-726.000            | 04/16/20     | LAKE COUNTY NURSERY      | TREES - SPRING PLANTING                    | SI-38331      | 04/16/20 | 1,370.00 | 82929   |
| 202-470.000-801.000            | 04/16/20     | LAKE COUNTY NURSERY      | TREES - SPRING PLANTING                    | SI-38331      | 04/16/20 | 250.00   | 82929   |
| 203-470.000-726.000            | 04/16/20     | LAKE COUNTY NURSERY      | TREES - SPRING PLANTING                    | SI-38331      | 04/16/20 | 940.00   | 82929   |
| 203-470.000-801.000            | 04/16/20     | LAKE COUNTY NURSERY      | TREES - SPRING PLANTING                    | SI-38331      | 04/16/20 | 250.00   | 82929   |
| Total For Check 82929          |              |                          |  |               |          | 3,161.00 |         |
| Check 82930                    |              |                          |  |               |          |          |         |
| 101-276.000-801.000            | 04/16/20     | LAPEW SANITATION SERVICE | PORTABLE RESTROOM RENTALS                  | 897           | 04/16/20 | 125.00   | 82930   |
| 101-756.000-801.000            | 04/16/20     | LAPEW SANITATION SERVICE | PORTABLE RESTROOM RENTALS                  | 897           | 04/16/20 | 220.00   | 82930   |
| Total For Check 82930          |              |                          |  |               |          | 345.00   |         |
| Check 82931                    |              |                          |  |               |          |          |         |
| 101-756.000-801.000            | 04/16/20     | DEAN LEININGER           | STUMP GRINDING                             | 451057        | 04/16/20 | 100.00   | 82931   |
| 202-470.000-801.000            | 04/16/20     | DEAN LEININGER           | STUMP GRINDING                             | 451057        | 04/16/20 | 300.00   | 82931   |
| 203-470.000-801.000            | 04/16/20     | DEAN LEININGER           | STUMP GRINDING                             | 451057        | 04/16/20 | 250.00   | 82931   |
| Total For Check 82931          |              |                          |  |               |          | 650.00   |         |
| Check 82932                    |              |                          |  |               |          |          |         |
| 202-460.000-726.000            | 04/16/20     | LITCHFIELD GRAIN CO      | OATS                                       | 37951         | 04/16/20 | 88.50    | 82932   |
| 202-460.000-726.000            | 04/16/20     | LITCHFIELD GRAIN CO      | OATS                                       | 38493         | 04/16/20 | (88.50)  | 82932   |
| 202-460.000-726.000            | 04/16/20     | LITCHFIELD GRAIN CO      | OATS                                       | 38492         | 04/16/20 | 17.59    | 82932   |
| 203-460.000-726.000            | 04/16/20     | LITCHFIELD GRAIN CO      | OATS                                       | 38492         | 04/16/20 | 17.59    | 82932   |
| Total For Check 82932          |              |                          |  |               |          | 35.18    |         |
| Check 82933                    |              |                          |  |               |          |          |         |
| 101-276.000-801.000            | 04/16/20     | JAMES LITTLE             | COLUMBARIUM ENGRAVING - OAK GROVE - 20-110 |               | 04/16/20 | 325.00   | 82933   |
| Total For Check 82933          |              |                          |  |               |          | 325.00   |         |
| Check 82934                    |              |                          |  |               |          |          |         |
| 101-175.000-806.000            | 04/16/20     | LOVINGER & THOMPSON, PC  | LEGAL FEES                                 | 03.31.2020    | 04/16/20 | 1,305.00 | 82934   |
| 247-900.000-806.000            | 04/16/20     | LOVINGER & THOMPSON, PC  | LEGAL FEES- DAWN THEATER COMMITTEE         | 03.31.2020    | 04/16/20 | 37.50    | 82934   |
| Total For Check 82934          |              |                          |  |               |          | 1,342.50 |         |
| Check 82935                    |              |                          |  |               |          |          |         |
| 208-000.000-692.000            | 04/16/20     | MIKE KENNEY              | PAVILION RENTAL REFUND 3-9-2020            | 09/16/2019    | 04/16/20 | 75.00    | 82935   |
| Total For Check 82935          |              |                          |  |               |          | 75.00    |         |
| Check 82936                    |              |                          |  |               |          |          |         |
| 401-900.000-975.038            | 04/16/20     | MT ENGINEERING, LLC      | PROGRESS BILLING - CITY HALL CHILLEN       | 02003-1       | 04/16/20 | 500.00   | 82936   |
| Total For Check 82936          |              |                          |  |               |          | 500.00   |         |
| Check 82937                    |              |                          |  |               |          |          |         |
| 101-336.000-726.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | WASHER SOLVENT, CAR WASH, EXTENDED         | 10284-1316259 | 04/16/20 | 10.99    | 82937   |
| 101-336.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | WASHER SOLVENT, CAR WASH, EXTENDED         | 10284-1316258 | 04/16/20 | 40.98    | 82937   |
| 101-336.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | WASHER SOLVENT, CAR WASH, EXTENDED         | 10284-1316256 | 04/16/20 | 37.78    | 82937   |
| 101-336.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | WASHER SOLVENT, CAR WASH, EXTENDED         | 10284-1316168 | 04/16/20 | 9.78     | 82937   |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | PARTS FOR #39-22, GUIDES,ETC               | 10284-1315457 | 04/16/20 | 236.74   | 82937   |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | PARTS FOR #39-22, GUIDES,ETC               | 10284-1315440 | 04/16/20 | 368.80   | 82937   |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | PARTS FOR #39-22, GUIDES,ETC               | 10284-1315576 | 04/16/20 | 194.88   | 82937   |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | PARTS FOR #39-22, GUIDES,ETC               | 10284-1315428 | 04/16/20 | 123.78   | 82937   |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | PARTS FOR #39-22, GUIDES,ETC               | 10284-1315462 | 04/16/20 | 59.78    | 82937   |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | PARTS FOR #39-22, GUIDES,ETC               | 10284-1315643 | 04/16/20 | 435.08   | 82937   |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | PARTS FOR #39-22, GUIDES,ETC               | 10284-1315995 | 04/16/20 | (65.37)  | 82937   |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE   | PARTS FOR #39-22, GUIDES,ETC               | 10284-1315785 | 04/16/20 | (182.17) | 82937   |

04/16/2020 09:27 AM  
 User: gkeasal  
 DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 04/03/2020 - 04/16/2020  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GC

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|--------------------------------|--------------|---------------------------------|-------------------------------------|-----------------|----------|----------|---------|
| Invoice Age: Less Than 30 Days |              |                                 |                                     |                 |          |          |         |
| Check 82937                    |              |                                 |                                     |                 |          |          |         |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE          | PARTS FOR #39-22, GUIDES,ETC        | 10284-1315662   | 04/16/20 | 5.52     | 82937   |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE          | PARTS FOR #39-22, GUIDES,ETC        | 10284-1316268   | 04/16/20 | 8.49     | 82937   |
| 640-444.000-730.000            | 04/16/20     | PERFORMANCE AUTOMOTIVE          | PARTS FOR #39-22, GUIDES,ETC        | 10284-1316569   | 04/16/20 | 14.69    | 82937   |
| Total For Check 82937          |              |                                 |                                     |                 |          | 1,299.75 |         |
| Check 82940                    |              |                                 |                                     |                 |          |          |         |
| 101-301.000-742.000            | 04/16/20     | POWERS CLOTHING, INC.           | SHIRTS/PANTS FOR OFFICER ERIC GIACO | 8434            | 04/16/20 | 20.00    | 82940   |
| Total For Check 82940          |              |                                 |                                     |                 |          | 20.00    |         |
| Check 82941                    |              |                                 |                                     |                 |          |          |         |
| 640-444.000-801.000            | 04/16/20     | PURITY CYLINDER GASES, INC.     | GAS CYLINDER RENTALS                | 00955549        | 04/16/20 | 52.31    | 82941   |
| Total For Check 82941          |              |                                 |                                     |                 |          | 52.31    |         |
| Check 82942                    |              |                                 |                                     |                 |          |          |         |
| 588-000.000-651.000            | 04/16/20     | SCOTT, MATT                     | REFUND - DIAL A RIDE TICKETS        | 03.23.2020      | 04/16/20 | 23.25    | 82942   |
| Total For Check 82942          |              |                                 |                                     |                 |          | 23.25    |         |
| Check 82943                    |              |                                 |                                     |                 |          |          |         |
| 101-175.000-801.000            | 04/16/20     | SONIT SYSTEMS, LLC              | NETADMIN - MARCH 2020               | 59998-CITY      | 04/16/20 | 1,312.50 | 82943   |
| Total For Check 82943          |              |                                 |                                     |                 |          | 1,312.50 |         |
| Check 82944                    |              |                                 |                                     |                 |          |          |         |
| 101-295.000-920.000            | 04/16/20     | SPRATT'S                        | LP GAS DELIVERY                     | 48556           | 04/16/20 | 248.15   | 82944   |
| Total For Check 82944          |              |                                 |                                     |                 |          | 248.15   |         |
| Check 82945                    |              |                                 |                                     |                 |          |          |         |
| 101-756.000-801.000            | 04/16/20     | DAVID STIDHAM                   | TREE REMOVALS @ COLD SPRING PARK    | 04.14.2020      | 04/16/20 | 1,100.00 | 82945   |
| Total For Check 82945          |              |                                 |                                     |                 |          | 1,100.00 |         |
| Check 82946                    |              |                                 |                                     |                 |          |          |         |
| 582-175.000-726.000            | 04/16/20     | BONNIE TEW                      | DISINFECT, PLATES & CUTLERY         | 010000165439    | 04/16/20 | 19.53    | 82946   |
| 590-175.000-726.000            | 04/16/20     | BONNIE TEW                      | DISINFECT, PLATES & CUTLERY         | 010000165439    | 04/16/20 | 9.77     | 82946   |
| 591-175.000-726.000            | 04/16/20     | BONNIE TEW                      | DISINFECT, PLATES & CUTLERY         | 010000165439    | 04/16/20 | 9.76     | 82946   |
| Total For Check 82946          |              |                                 |                                     |                 |          | 39.06    |         |
| Check 82947                    |              |                                 |                                     |                 |          |          |         |
| 101-301.000-801.000            | 04/16/20     | TRANSUNION RISK AND ALTERNATIVE | ONLINE INVESTIGATIVE SYSTEM BILLING | 807352-101003-1 | 04/16/20 | 50.00    | 82947   |
| Total For Check 82947          |              |                                 |                                     |                 |          | 50.00    |         |
| Check 82948                    |              |                                 |                                     |                 |          |          |         |
| 101-441.000-742.000            | 04/16/20     | UNIFIRST CORP                   | RUGS/UNIFORMS - DPS                 | 154 0087549     | 04/16/20 | 22.86    | 82948   |
| 101-441.000-742.000            | 04/16/20     | UNIFIRST CORP                   | RUGS/UNIFORMS - DPS                 | 154 0088123     | 04/16/20 | 22.86    | 82948   |
| 101-441.000-801.000            | 04/16/20     | UNIFIRST CORP                   | RUGS/UNIFORMS - DPS                 | 154 0087549     | 04/16/20 | 36.04    | 82948   |
| 101-441.000-801.000            | 04/16/20     | UNIFIRST CORP                   | RUGS/UNIFORMS - DPS                 | 154 0088123     | 04/16/20 | 36.04    | 82948   |
| 588-588.000-801.000            | 04/16/20     | UNIFIRST CORP                   | CONTRACTUAL MAT & UNIFORM SERVICE   | 154 0087562     | 04/16/20 | 35.75    | 82948   |
| 640-444.000-742.000            | 04/16/20     | UNIFIRST CORP                   | RUGS/UNIFORMS - DPS                 | 154 0087549     | 04/16/20 | 11.16    | 82948   |
| 640-444.000-742.000            | 04/16/20     | UNIFIRST CORP                   | RUGS/UNIFORMS - DPS                 | 154 0088123     | 04/16/20 | 11.16    | 82948   |
| 640-444.000-801.000            | 04/16/20     | UNIFIRST CORP                   | RUGS/UNIFORMS - DPS                 | 154 0087549     | 04/16/20 | 19.82    | 82948   |
| 640-444.000-801.000            | 04/16/20     | UNIFIRST CORP                   | RUGS/UNIFORMS - DPS                 | 154 0088123     | 04/16/20 | 19.82    | 82948   |
| Total For Check 82948          |              |                                 |                                     |                 |          | 215.51   |         |
| Check 82949                    |              |                                 |                                     |                 |          |          |         |
| 633-000.000-111.000            | 04/16/20     | VAN BRUNT TRANSPORT, INC        | TOP SOIL, 22A GRAVEL                | 30591-CITY      | 04/16/20 | 2,068.49 | 82949   |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 04/03/2020 - 04/16/2020  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GC

| GL Number                       | Invoice Date | Vendor                   | Invoice Desc.         | Invoice    | Due Date | Amount    | check # |
|---------------------------------|--------------|--------------------------|-----------------------|------------|----------|-----------|---------|
| Invoice Age: Less Than 30 Days  |              |                          |                       |            |          |           |         |
| Check 82949                     |              |                          |                       |            |          |           |         |
| Total For Check 82949           |              |                          |                       |            |          | 2,068.49  |         |
| Check 82950                     |              |                          |                       |            |          |           |         |
| 640-444.000-730.000             | 04/16/20     | VERMEER OF MICHIGAN, INC | KNIFES, BOLTS, S/H    | P79654     | 04/16/20 | 166.50    | 82950   |
| Total For Check 82950           |              |                          |                       |            |          | 166.50    |         |
| Check 82951                     |              |                          |                       |            |          |           |         |
| 101-336.000-740.000             | 04/16/20     | WATKINS OIL COMPANY      | MARCH 2020 FLEET FUEL | 04.13.2020 | 04/16/20 | 215.02    | 82951   |
| 588-588.000-740.000             | 04/16/20     | WATKINS OIL COMPANY      | MARCH 2020 FLEET FUEL | 04.13.2020 | 04/16/20 | 949.07    | 82951   |
| 640-444.000-740.000             | 04/16/20     | WATKINS OIL COMPANY      | MARCH 2020 FLEET FUEL | 04.13.2020 | 04/16/20 | 1,037.65  | 82951   |
| 640-444.000-740.301             | 04/16/20     | WATKINS OIL COMPANY      | MARCH 2020 FLEET FUEL | 04.13.2020 | 04/16/20 | 965.19    | 82951   |
| Total For Check 82951           |              |                          |                       |            |          | 3,166.93  |         |
| Total For Age Less Than 30 Days |              |                          |                       |            |          | 32,291.07 |         |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 04/03/2020 - 04/16/2020  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GC

| GL Number                         | Invoice Date | Vendor              | Invoice Desc.                         | Invoice | Due Date | Amount    | check #   |  |
|-----------------------------------|--------------|---------------------|---------------------------------------|---------|----------|-----------|-----------|--|
| Fund Totals:                      |              |                     |                                       |         |          |           |           |  |
|                                   |              |                     | Fund 101 GENERAL FUND                 |         |          | 12,420.10 |           |  |
|                                   |              |                     | Fund 202 MAJOR ST./TRUNKLINE FUND     |         |          | 3,187.59  |           |  |
|                                   |              |                     | Fund 203 LOCAL ST. FUND               |         |          | 1,907.59  |           |  |
|                                   |              |                     | Fund 208 RECREATION FUND              |         |          | 75.00     |           |  |
|                                   |              |                     | Fund 247 TAX INCREMENT FINANCE ATH.   |         |          | 37.50     |           |  |
|                                   |              |                     | Fund 271 LIBRARY FUND                 |         |          | 381.19    |           |  |
|                                   |              |                     | Fund 401 CAPITAL IMPROVEMENT FUND     |         |          | 609.38    |           |  |
|                                   |              |                     | Fund 481 AIRPORT IMPROVEMENT FUND     |         |          | 103.93    |           |  |
|                                   |              |                     | Fund 582 ELECTRIC FUND                |         |          | 19.53     |           |  |
|                                   |              |                     | Fund 588 DIAL-A-RIDE FUND             |         |          | 1,640.07  |           |  |
|                                   |              |                     | Fund 590 SEWER FUND                   |         |          | 9.77      |           |  |
|                                   |              |                     | Fund 591 WATER FUND                   |         |          | 9.76      |           |  |
|                                   |              |                     | Fund 633 PUBLIC SERVICES INV. FUND    |         |          | 8,324.00  |           |  |
|                                   |              |                     | Fund 640 REVOLVING MOBILE EQUIP. FUND |         |          | 3,565.66  |           |  |
| Total For All Funds:              |              |                     |                                       |         |          |           | 32,291.07 |  |
| --- TOTALS BY GL DISTRIBUTION --- |              |                     |                                       |         |          |           |           |  |
|                                   |              | 101-175.000-801.000 | CONTRACTUAL SERVICES                  |         |          | 1,312.50  |           |  |
|                                   |              | 101-175.000-806.000 | LEGAL SERVICES                        |         |          | 1,305.00  |           |  |
|                                   |              | 101-191.000-862.000 | LODGING AND MEALS                     |         |          | 341.89    |           |  |
|                                   |              | 101-215.000-905.000 | PUBLISHING / NOTICES                  |         |          | 328.68    |           |  |
|                                   |              | 101-265.000-726.000 | SUPPLIES                              |         |          | 33.25     |           |  |
|                                   |              | 101-265.000-801.000 | CONTRACTUAL SERVICES                  |         |          | 40.00     |           |  |
|                                   |              | 101-265.000-920.000 | UTILITIES                             |         |          | 788.30    |           |  |
|                                   |              | 101-265.000-925.000 | TELEPHONE                             |         |          | 112.00    |           |  |
|                                   |              | 101-265.000-957.000 | PROPERTY TAXES                        |         |          | 1,932.98  |           |  |
|                                   |              | 101-276.000-726.000 | SUPPLIES                              |         |          | 960.98    |           |  |
|                                   |              | 101-276.000-801.000 | CONTRACTUAL SERVICES                  |         |          | 650.00    |           |  |
|                                   |              | 101-295.000-726.000 | SUPPLIES                              |         |          | 4.75      |           |  |
|                                   |              | 101-295.000-920.000 | UTILITIES                             |         |          | 248.15    |           |  |
|                                   |              | 101-295.000-925.000 | TELEPHONE                             |         |          | 91.68     |           |  |
|                                   |              | 101-301.000-726.000 | SUPPLIES                              |         |          | 10.95     |           |  |
|                                   |              | 101-301.000-742.000 | CLOTHING / UNIFORMS                   |         |          | 117.88    |           |  |
|                                   |              | 101-301.000-801.000 | CONTRACTUAL SERVICES                  |         |          | 50.00     |           |  |
|                                   |              | 101-301.000-905.000 | PUBLISHING / NOTICES                  |         |          | 77.75     |           |  |
|                                   |              | 101-336.000-726.000 | SUPPLIES                              |         |          | 356.71    |           |  |
|                                   |              | 101-336.000-730.000 | VEH./EQUIP. MAINT. SUPPLIES           |         |          | 88.54     |           |  |
|                                   |              | 101-336.000-740.000 | FUEL AND LUBRICANTS                   |         |          | 215.02    |           |  |
|                                   |              | 101-336.000-920.000 | UTILITIES                             |         |          | 314.89    |           |  |
|                                   |              | 101-336.000-930.000 | REPAIRS & MAINTENANCE                 |         |          | 773.82    |           |  |
|                                   |              | 101-372.000-801.372 | CONTRACTUAL SERVICES - CODE ENFORCEME |         |          | 75.00     |           |  |
|                                   |              | 101-441.000-726.000 | SUPPLIES                              |         |          | 47.49     |           |  |
|                                   |              | 101-441.000-742.000 | CLOTHING / UNIFORMS                   |         |          | 45.72     |           |  |
|                                   |              | 101-441.000-801.000 | CONTRACTUAL SERVICES                  |         |          | 90.81     |           |  |
|                                   |              | 101-441.000-920.000 | UTILITIES                             |         |          | 234.36    |           |  |
|                                   |              | 101-756.000-726.470 | SUPPLIES - REPLACEMENT TREES          |         |          | 351.00    |           |  |
|                                   |              | 101-756.000-801.000 | CONTRACTUAL SERVICES                  |         |          | 1,420.00  |           |  |
|                                   |              | 202-460.000-726.000 | SUPPLIES                              |         |          | 17.59     |           |  |
|                                   |              | 202-470.000-726.000 | SUPPLIES                              |         |          | 1,370.00  |           |  |
|                                   |              | 202-470.000-801.000 | CONTRACTUAL SERVICES                  |         |          | 1,800.00  |           |  |
|                                   |              | 203-460.000-726.000 | SUPPLIES                              |         |          | 17.59     |           |  |
|                                   |              | 203-470.000-726.000 | SUPPLIES                              |         |          | 940.00    |           |  |
|                                   |              | 203-470.000-801.000 | CONTRACTUAL SERVICES                  |         |          | 950.00    |           |  |
|                                   |              | 208-000.000-692.000 | OTHER REVENUE                         |         |          | 75.00     |           |  |
|                                   |              | 247-900.000-806.000 | LEGAL SERVICES                        |         |          | 37.50     |           |  |
|                                   |              | 271-790.000-920.000 | UTILITIES                             |         |          | 325.19    |           |  |
|                                   |              | 271-790.000-925.000 | TELEPHONE                             |         |          | 56.00     |           |  |



| GL Number | Invoice Date | Vendor              | Invoice Desc.                 | Invoice | Due Date | Amount   | check # |
|-----------|--------------|---------------------|-------------------------------|---------|----------|----------|---------|
|           |              | 401-900.000-975.038 | CITY HALL RENOVATION          |         |          | 500.00   |         |
|           |              | 401-900.000-975.040 | COMPREHENSIVE COMPUTER UPDATE |         |          | 109.38   |         |
|           |              | 481-000.000-265.000 | ACCRUED SALES TAX             |         |          | 103.93   |         |
|           |              | 582-175.000-726.000 | SUPPLIES                      |         |          | 19.53    |         |
|           |              | 588-000.000-651.000 | USE AND ADMISSION FEES        |         |          | 23.25    |         |
|           |              | 588-588.000-726.000 | SUPPLIES                      |         |          | 9.50     |         |
|           |              | 588-588.000-730.000 | VEH./EQUIP. MAINT. SUPPLIES   |         |          | 622.50   |         |
|           |              | 588-588.000-740.000 | FUEL AND LUBRICANTS           |         |          | 949.07   |         |
|           |              | 588-588.000-801.000 | CONTRACTUAL SERVICES          |         |          | 35.75    |         |
|           |              | 590-175.000-726.000 | SUPPLIES                      |         |          | 9.77     |         |
|           |              | 591-175.000-726.000 | SUPPLIES                      |         |          | 9.76     |         |
|           |              | 633-000.000-111.000 | INVENTORY - MAT. AND SUPPLIES |         |          | 8,324.00 |         |
|           |              | 640-444.000-730.000 | VEH./EQUIP. MAINT. SUPPLIES   |         |          | 1,448.55 |         |
|           |              | 640-444.000-740.000 | FUEL AND LUBRICANTS           |         |          | 1,037.65 |         |
|           |              | 640-444.000-740.301 | FUEL AND LUBRICANTS-POLICE    |         |          | 965.19   |         |
|           |              | 640-444.000-742.000 | CLOTHING / UNIFORMS           |         |          | 22.32    |         |
|           |              | 640-444.000-801.000 | CONTRACTUAL SERVICES          |         |          | 91.95    |         |

04/16/2020 INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 04/03/2020 - 04/16/2020  
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 BANK CODE: BPUAP

| GL Number                  | GL Desc                   | Vendor                       | Invoice Desc.                  | Invoice    | Due Date | Amount            | Check # |
|----------------------------|---------------------------|------------------------------|--------------------------------|------------|----------|-------------------|---------|
| Check 102                  |                           |                              |                                |            |          |                   |         |
| 582-000.000-265.000        | ACCRUED SALES TAX         | STATE OF MICHIGAN            | SALES TAX                      | 03.31.2020 | 04/09/20 | 29,840.12         | 102     |
| 582-000.000-693.000        | MISC NON-OPERATING INCOME | STATE OF MICHIGAN            | SALES TAX                      | 03.31.2020 | 04/09/20 | (186.12)          | 102     |
|                            |                           |                              | Total For Check 102            |            |          | <u>29,654.00</u>  |         |
| Check 103                  |                           |                              |                                |            |          |                   |         |
| 582-175.000-726.000        | SUPPLIES                  | EASYPERMIT POSTAGE           | POSTAGE                        | 04.16.2020 | 04/16/20 | 1,341.00          | 103     |
| 590-175.000-726.000        | SUPPLIES                  | EASYPERMIT POSTAGE           | POSTAGE                        | 04.16.2020 | 04/16/20 | 670.50            | 103     |
| 591-175.000-726.000        | SUPPLIES                  | EASYPERMIT POSTAGE           | POSTAGE                        | 04.16.2020 | 04/16/20 | 670.50            | 103     |
|                            |                           |                              | Total For Check 103            |            |          | <u>2,682.00</u>   |         |
| Check 72483                |                           |                              |                                |            |          |                   |         |
| 582-544.000-970.000-191001 | CAPITAL OUTLAY            | ALTEC NUECO                  | BUCKET TRUCK                   | 8241980    | 04/02/20 | 227,109.00        | 72483   |
|                            |                           |                              | Total For Check 72483          |            |          | <u>227,109.00</u> |         |
| Check 72484                |                           |                              |                                |            |          |                   |         |
| 582-000.000-202.000        | ACCOUNTS PAYABLE          | TO THE ESTATE OF TURNER, ED' | UB refund for account: 026013  | 04/14/2020 | 04/14/20 | 39.14             | 72484   |
| 590-000.000-202.000        | ACCOUNTS PAYABLE          | TO THE ESTATE OF TURNER, ED' | UB refund for account: 026013  | 04/14/2020 | 04/14/20 | 39.77             | 72484   |
| 591-000.000-202.000        | ACCOUNTS PAYABLE          | TO THE ESTATE OF TURNER, ED' | UB refund for account: 026013  | 04/14/2020 | 04/14/20 | 34.09             | 72484   |
|                            |                           |                              | Total For Check 72484          |            |          | <u>113.00</u>     |         |
| Check 72485                |                           |                              |                                |            |          |                   |         |
| 582-544.000-861.000        | TRAINING & SEMINARS       | ABC TRAINING AND TESTING     | BRIAN BENNETT CDL TESTING      | 5914       | 04/16/20 | 300.00            | 72485   |
|                            |                           |                              | Total For Check 72485          |            |          | <u>300.00</u>     |         |
| Check 72486                |                           |                              |                                |            |          |                   |         |
| 582-175.000-925.000        | TELEPHONE                 | ACD                          | MONTHLY FIBER LEASE            | 42187-145  | 04/16/20 | 122.24            | 72486   |
| 582-543.000-925.000        | TELEPHONE                 | ACD                          | PHONE SYSTEM - PP              | 11061-103  | 04/16/20 | 136.52            | 72486   |
| 590-175.000-925.000        | TELEPHONE                 | ACD                          | POTS FOR WWTP                  | Multiple   | 04/16/20 | 152.80            | 72486   |
| 591-175.000-925.000        | TELEPHONE                 | ACD                          | POTS FOR WTP                   | Multiple   | 04/16/20 | 152.80            | 72486   |
|                            |                           |                              | Total For Check 72486          |            |          | <u>564.36</u>     |         |
| Check 72487                |                           |                              |                                |            |          |                   |         |
| 582-175.000-801.200        | COMPUTER                  | AMAZON CAPITAL SERVICES, IN  | DBL CONVERSION UPS POWER PLANT | Multiple   | 04/16/20 | 25.56             | 72487   |
| 590-175.000-801.200        | COMPUTER                  | AMAZON CAPITAL SERVICES, IN  | DBL CONVERSION UPS POWER PLANT | Multiple   | 04/16/20 | 4.99              | 72487   |
| 591-175.000-801.200        | COMPUTER                  | AMAZON CAPITAL SERVICES, IN  | DBL CONVERSION UPS POWER PLANT | Multiple   | 04/16/20 | 5.00              | 72487   |
|                            |                           |                              | Total For Check 72487          |            |          | <u>35.55</u>      |         |
| Check 72488                |                           |                              |                                |            |          |                   |         |

04/16/2020

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 04/03/2020 - 04/16/2020  
 BOTH JOURNALIZED AND UNJOURNALIZED PAID  
 BANK CODE: BPUAP

| GL Number           | GL Desc                   | Vendor                             | Invoice Desc.                 | Invoice     | Due Date | Amount   | Check # |
|---------------------|---------------------------|------------------------------------|-------------------------------|-------------|----------|----------|---------|
| 582-543.000-930.000 | REPAIRS & MAINTENANCE     | AMERICAN COPPER AND BRASS PP MAINT |                               | Multiple    | 04/16/20 | 74.35    | 72488   |
| 582-544.000-726.800 | SUPPLIES - OPERATIONS     | AMERICAN COPPER AND BRASS PP MAINT |                               | 20INV011246 | 04/16/20 | 3.85     | 72488   |
|                     |                           |                                    | Total For Check 72488         |             |          | 78.20    |         |
| Check 72489         |                           |                                    |                               |             |          |          |         |
| 582-175.000-726.000 | SUPPLIES                  | ARROW SWIFT PRINTING               | AP CHECKS                     | 151975      | 04/16/20 | 121.00   | 72489   |
| 590-175.000-726.000 | SUPPLIES                  | ARROW SWIFT PRINTING               | AP CHECKS                     | 151975      | 04/16/20 | 60.50    | 72489   |
| 591-175.000-726.000 | SUPPLIES                  | ARROW SWIFT PRINTING               | AP CHECKS                     | 151975      | 04/16/20 | 60.50    | 72489   |
|                     |                           |                                    | Total For Check 72489         |             |          | 242.00   |         |
| Check 72490         |                           |                                    |                               |             |          |          |         |
| 582-175.000-801.000 | CONTRACTUAL SERVICES      | BATTERY SOLUTIONS                  | BATTERY RECYCLING             | A512245     | 04/16/20 | 976.65   | 72490   |
|                     |                           |                                    | Total For Check 72490         |             |          | 976.65   |         |
| Check 72491         |                           |                                    |                               |             |          |          |         |
| 582-000.000-202.000 | ACCOUNTS PAYABLE          | BEMIS, JERRY L                     | UB refund for account: 016609 | 04/08/2020  | 04/16/20 | 188.00   | 72491   |
|                     |                           |                                    | Total For Check 72491         |             |          | 188.00   |         |
| Check 72492         |                           |                                    |                               |             |          |          |         |
| 591-000.000-693.000 | MISC NON-OPERATING INCOME | BRANDON JOHNS                      | AFLAC REIMBURSEMENT           | UA211519    | 04/16/20 | 20.82    | 72492   |
|                     |                           |                                    | Total For Check 72492         |             |          | 20.82    |         |
| Check 72493         |                           |                                    |                               |             |          |          |         |
| 582-175.000-862.000 | LODGING AND MEALS         | BRENT JOHNSON                      | MEAL ALLOWANCE 3.29.2020      | 04.06.2020  | 04/16/20 | 8.00     | 72493   |
|                     |                           |                                    | Total For Check 72493         |             |          | 8.00     |         |
| Check 72494         |                           |                                    |                               |             |          |          |         |
| 582-175.000-801.000 | CONTRACTUAL SERVICES      | BRIDGESTONE AMERICAS,INC           | MONTHLY PROCESSING FEE        | 612033      | 04/16/20 | 1,561.96 | 72494   |
| 590-175.000-801.000 | CONTRACTUAL SERVICES      | BRIDGESTONE AMERICAS,INC           | MONTHLY PROCESSING FEE        | 612033      | 04/16/20 | 780.98   | 72494   |
| 591-175.000-801.000 | CONTRACTUAL SERVICES      | BRIDGESTONE AMERICAS,INC           | MONTHLY PROCESSING FEE        | 612033      | 04/16/20 | 780.97   | 72494   |
|                     |                           |                                    | Total For Check 72494         |             |          | 3,123.91 |         |
| Check 72495         |                           |                                    |                               |             |          |          |         |
| 582-000.000-202.000 | ACCOUNTS PAYABLE          | BRONSON, TAMRA M                   | UB refund for account: 025414 | 04/13/2020  | 04/16/20 | 129.24   | 72495   |
|                     |                           |                                    | Total For Check 72495         |             |          | 129.24   |         |
| Check 72496         |                           |                                    |                               |             |          |          |         |
| 582-175.000-925.000 | TELEPHONE                 | BSB COMMUNICATIONS INC             | ETHERFAX MONTHLY CHARGES      | 152081-BPU  | 04/16/20 | 28.00    | 72496   |
| 590-175.000-925.000 | TELEPHONE                 | BSB COMMUNICATIONS INC             | ETHERFAX MONTHLY CHARGES      | 152081-BPU  | 04/16/20 | 14.00    | 72496   |
| 591-175.000-925.000 | TELEPHONE                 | BSB COMMUNICATIONS INC             | ETHERFAX MONTHLY CHARGES      | 152081-BPU  | 04/16/20 | 14.00    | 72496   |

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| GL Number             | GL Desc                      | Vendor                   | Invoice Desc.   | Invoice    | Due Date | Amount    | Check # |
|-----------------------|------------------------------|--------------------------|---|------------|----------|-----------|---------|
| Total For Check 72496 |                              |                          |   |            |          | 56.00     |         |
| Check 72497           |                              |                          |   |            |          |           |         |
| 582-175.000-801.200   | COMPUTER                     | CDW-G COMPUTER CENTERS   | BPU COMPUTER PURCHASE 2020                              | Multiple   | 04/16/20 | 1,600.32  | 72497   |
| 590-175.000-801.200   | COMPUTER                     | CDW-G COMPUTER CENTERS   | BPU COMPUTER PURCHASE 2020                              | Multiple   | 04/16/20 | 800.17    | 72497   |
| 591-175.000-801.200   | COMPUTER                     | CDW-G COMPUTER CENTERS   | BPU COMPUTER PURCHASE 2020                              | Multiple   | 04/16/20 | 800.16    | 72497   |
| Total For Check 72497 |                              |                          |   |            |          | 3,200.65  |         |
| Check 72498           |                              |                          |   |            |          |           |         |
| 582-000.000-202.000   | ACCOUNTS PAYABLE             | CENTRAL MICHIGAN MANAGEN | UB refund for account: 015884                           | 04/08/2020 | 04/16/20 | 9.52      | 72498   |
| 590-000.000-202.000   | ACCOUNTS PAYABLE             | CENTRAL MICHIGAN MANAGEN | UB refund for account: 015884                           | 04/08/2020 | 04/16/20 | 12.18     | 72498   |
| 591-000.000-202.000   | ACCOUNTS PAYABLE             | CENTRAL MICHIGAN MANAGEN | UB refund for account: 015884                           | 04/08/2020 | 04/16/20 | 6.66      | 72498   |
| Total For Check 72498 |                              |                          |   |            |          | 28.36     |         |
| Check 72499           |                              |                          |   |            |          |           |         |
| 582-175.000-930.000   | REPAIRS & MAINTENANCE        | CINTAS CORPORATION       | MATT'S  | Multiple   | 04/16/20 | 40.00     | 72499   |
| 590-175.000-930.000   | REPAIRS & MAINTENANCE        | CINTAS CORPORATION       | MATT'S  | Multiple   | 04/16/20 | 20.00     | 72499   |
| 591-175.000-930.000   | REPAIRS & MAINTENANCE        | CINTAS CORPORATION       | MATT'S  | Multiple   | 04/16/20 | 20.00     | 72499   |
| Total For Check 72499 |                              |                          |   |            |          | 80.00     |         |
| Check 72500           |                              |                          |   |            |          |           |         |
| 582-175.000-820.000   | PILOT                        | CITY OF HILLSDALE        | MARCH 2020 PILOT  | 04.08.2020 | 04/16/20 | 58,569.71 | 72500   |
| 582-544.000-730.000   | VEH./EQUIP. MAINT. SUPPLIES  | CITY OF HILLSDALE        | FUEL PUMP REPAIR BACKHOE                                | 04.07.2020 | 04/16/20 | 319.58    | 72500   |
| 590-175.000-820.000   | PILOT                        | CITY OF HILLSDALE        | MARCH 2020 PILOT  | 04.08.2020 | 04/16/20 | 10,674.48 | 72500   |
| 590-546.000-930.000   | REPAIRS & MAINTENANCE        | CITY OF HILLSDALE        | VEHICLE REPAIR, COLD PATCH, SOILS, PIPE, LAE 02.28.2020 |            | 04/16/20 | 366.50    | 72500   |
| 590-547.000-730.039   | BPU VEHICLE MAINT/SUPPLIES   | CITY OF HILLSDALE        | VEHICLE REPAIR, COLD PATCH, SOILS, PIPE, LAE 04.07.2020 |            | 04/16/20 | 2,147.92  | 72500   |
| 591-175.000-820.000   | PILOT                        | CITY OF HILLSDALE        | MARCH 2020 PILOT  | 04.08.2020 | 04/16/20 | 7,331.07  | 72500   |
| 591-544.000-930.000   | REPAIRS & MAINTENANCE        | CITY OF HILLSDALE        | VEHICLE REPAIR, COLD PATCH, SOILS, PIPE, LAE Multiple   |            | 04/16/20 | 1,762.32  | 72500   |
| Total For Check 72500 |                              |                          |   |            |          | 81,171.58 |         |
| Check 72501           |                              |                          |   |            |          |           |         |
| 582-543.000-930.000   | REPAIRS & MAINTENANCE        | CLARK ELECTRIC INC.      | INSTALL DISCONNECT AND FEED SCADA ROOM 15776            |            | 04/16/20 | 3,280.00  | 72501   |
| 590-547.000-930.000   | REPAIRS & MAINTENANCE        | CLARK ELECTRIC INC.      | RUN CODUIT FOR ALARM CL ROOM WWTP 15793                 |            | 04/16/20 | 363.00    | 72501   |
| Total For Check 72501 |                              |                          |   |            |          | 3,643.00  |         |
| Check 72502           |                              |                          |   |            |          |           |         |
| 582-000.000-249.100   | LOW INCOME ENERGY ASSISTANCI | COMMUNITY ACTION AGENCY  | MARCH OPERATION ROUND-UP                                | 03/31/2020 | 04/16/20 | 2,551.95  | 72502   |
| Total For Check 72502 |                              |                          |   |            |          | 2,551.95  |         |
| Check 72503           |                              |                          |   |            |          |           |         |

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|---------------------|-----------------------|---------------------------|--|------------|----------|--------|---------|
| 582-000.000-202.000 | ACCOUNTS PAYABLE      | DOBROZSI, DOUGLAS J       | UB refund for account: 026947                          | 04/06/2020 | 04/16/20 | 68.00  | 72503   |
|                     |                       |                           | Total For Check 72503                                  |            |          | 68.00  |         |
| Check 72504         |                       |                           |  |            |          |        |         |
| 591-544.000-930.000 | REPAIRS & MAINTENANCE | DUBOIS TRUCKING AND EXCAV | TOPSOIL  | QB1626     | 04/16/20 | 46.00  | 72504   |
|                     |                       |                           | Total For Check 72504                                  |            |          | 46.00  |         |
| Check 72505         |                       |                           |  |            |          |        |         |
| 582-175.000-862.000 | LODGING AND MEALS     | DUSTIN WHEELER            | MEAL ALLOWANCE 03.29.2020                              | 04.06.2020 | 04/16/20 | 8.00   | 72505   |
|                     |                       |                           | Total For Check 72505                                  |            |          | 8.00   |         |
| Check 72506         |                       |                           |  |            |          |        |         |
| 590-547.000-726.900 | SUPPLIES - LABORATORY | ENVIRONMENTAL RESOURCES   | WS282 AND DMRQA40 TESTING MATERIALS                    | 929373     | 04/16/20 | 635.07 | 72506   |
|                     |                       |                           | Total For Check 72506                                  |            |          | 635.07 |         |
| Check 72507         |                       |                           |  |            |          |        |         |
| 582-175.000-862.000 | LODGING AND MEALS     | ERIC SHEFFER              | MEAL ALLOWANCE 3.29.2020                               | 04.06.2020 | 04/16/20 | 8.00   | 72507   |
|                     |                       |                           | Total For Check 72507                                  |            |          | 8.00   |         |
| Check 72508         |                       |                           |  |            |          |        |         |
| 590-547.000-930.000 | REPAIRS & MAINTENANCE | FAMILY FARM & HOME        | BRAKE CLEANER, NUT5S BOLTS WASHERS, HAN 616./54        |            | 04/16/20 | 39.78  | 72508   |
| 591-544.000-930.000 | REPAIRS & MAINTENANCE | FAMILY FARM & HOME        | BRAKE CLEANER, NUT5S BOLTS WASHERS, HAN 616./54        |            | 04/16/20 | 15.93  | 72508   |
|                     |                       |                           | Total For Check 72508                                  |            |          | 55.71  |         |
| Check 72509         |                       |                           |  |            |          |        |         |
| 582-175.000-862.000 | LODGING AND MEALS     | GARRETT ADAMS             | MEAL ALLOWANCE 03.29.2020                              | 04.06.2020 | 04/16/20 | 8.00   | 72509   |
|                     |                       |                           | Total For Check 72509                                  |            |          | 8.00   |         |
| Check 72510         |                       |                           |  |            |          |        |         |
| 590-547.000-726.900 | SUPPLIES - LABORATORY | HEFFERNAN SOFT WATER SERV | DISTILLED WATER WWTP LAB                               | 372        | 04/16/20 | 17.50  | 72510   |
|                     |                       |                           | Total For Check 72510                                  |            |          | 17.50  |         |
| Check 72511         |                       |                           |  |            |          |        |         |
| 590-175.000-905.000 | PUBLISHING / NOTICES  | HILLSDALE MEDIA GROUP     | PUBLIC NOTICE BOB EVANS PERMIT VIOLATION 2003-00000849 |            | 04/16/20 | 78.70  | 72511   |
|                     |                       |                           | Total For Check 72511                                  |            |          | 78.70  |         |
| Check 72512         |                       |                           |  |            |          |        |         |
| 582-000.000-202.000 | ACCOUNTS PAYABLE      | HODSHIRE, BRADLEY S       | UB refund for account: 013725                          | 04/15/2020 | 04/16/20 | 36.20  | 72512   |
| 590-000.000-202.000 | ACCOUNTS PAYABLE      | HODSHIRE, BRADLEY S       | UB refund for account: 013725                          | 04/15/2020 | 04/16/20 | 18.17  | 72512   |
| 591-000.000-202.000 | ACCOUNTS PAYABLE      | HODSHIRE, BRADLEY S       | UB refund for account: 013725                          | 04/15/2020 | 04/16/20 | 12.38  | 72512   |

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|-----------------------|--------------------------------|------------------------------|---|------------|----------|----------|---------|
| Total For Check 72512 |                                |                              |   |            |          | 66.75    |         |
| Check 72513           |                                |                              |   |            |          |          |         |
| 590-546.000-930.000   | REPAIRS & MAINTENANCE          | JACK DOHNEY COMPANIES        | AIR CYLINDER FOR VACTOR                 | Multiple   | 04/16/20 | 97.12    | 72513   |
| Total For Check 72513 |                                |                              |   |            |          | 97.12    |         |
| Check 72514           |                                |                              |   |            |          |          |         |
| 590-547.000-930.000   | REPAIRS & MAINTENANCE          | JONESVILLE LUMBER            | 2X4X8 CONST SPF                         | 845406     | 04/16/20 | 17.24    | 72514   |
| Total For Check 72514 |                                |                              |   |            |          | 17.24    |         |
| Check 72515           |                                |                              |   |            |          |          |         |
| 591-544.000-930.990   | REPAIRS & MAINTENANCE - LEAD S | KA HODGE CONSTRUCTION        | REPLACE WATERLINE 96 WESTWOOD STREET    | 1564       | 04/16/20 | 1,319.27 | 72515   |
| Total For Check 72515 |                                |                              |   |            |          | 1,319.27 |         |
| Check 72516           |                                |                              |   |            |          |          |         |
| 590-547.000-930.000   | REPAIRS & MAINTENANCE          | KENNEDY INDUSTRIES           | PREVENTATIVE MAINTENANCE TO INFLUENT PI | 617299     | 04/16/20 | 2,155.00 | 72516   |
| Total For Check 72516 |                                |                              |   |            |          | 2,155.00 |         |
| Check 72517           |                                |                              |   |            |          |          |         |
| 582-544.000-726.800   | SUPPLIES - OPERATIONS          | KSS ENTERPRISES              | PAPER TOWEL AND CAN LINERS              | 1214697    | 04/16/20 | 130.50   | 72517   |
| 590-546.000-726.800   | SUPPLIES - OPERATIONS          | KSS ENTERPRISES              | PAPER TOWEL AND CAN LINERS              | 1214697    | 04/16/20 | 65.25    | 72517   |
| 591-544.000-726.800   | SUPPLIES - OPERATIONS          | KSS ENTERPRISES              | PAPER TOWEL AND CAN LINERS              | 1214697    | 04/16/20 | 65.25    | 72517   |
| Total For Check 72517 |                                |                              |   |            |          | 261.00   |         |
| Check 72518           |                                |                              |   |            |          |          |         |
| 582-000.000-249.100   | LOW INCOME ENERGY ASSISTANCI   | LARA - MI PUBLIC SERVICE COM | "LIEAF-6099 MARCH 2020 P.A. 95"         | 03.31.2020 | 04/16/20 | 5,486.04 | 72518   |
| Total For Check 72518 |                                |                              |   |            |          | 5,486.04 |         |
| Check 72519           |                                |                              |   |            |          |          |         |
| 590-547.000-930.000   | REPAIRS & MAINTENANCE          | LOU'S GLOVES, INC            | 10 BOXES NITRILE PF BLACK XL GLOVES     | 034439     | 04/16/20 | 113.00   | 72519   |
| Total For Check 72519 |                                |                              |   |            |          | 113.00   |         |
| Check 72520           |                                |                              |   |            |          |          |         |
| 590-547.000-801.000   | CONTRACTUAL SERVICES           | MERIT LABORATORIES           | BEF COMPLIANCE TESTING                  | Multiple   | 04/16/20 | 2,005.50 | 72520   |
| Total For Check 72520 |                                |                              |   |            |          | 2,005.50 |         |
| Check 72521           |                                |                              |   |            |          |          |         |
| 590-547.000-920.400   | UTILITIES - GAS                | MICH GAS UTILITIES           | NATURAL GAS UTILITY- WWTP               | 2931576791 | 04/16/20 | 346.69   | 72521   |
| Total For Check 72521 |                                |                              |   |            |          | 346.69   |         |

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|----------------------------|-----------------------------|----------------------------|---|------------|----------|------------------|---------|
| Check 72522                |                             |                            |   |            |          |                  |         |
| 582-175.000-801.000        | CONTRACTUAL SERVICES        | ONLINE INFORMATION SERVICE | MONTHLY PROCESSING                            | 992065     | 04/16/20 | 58.15            | 72522   |
| 590-175.000-801.000        | CONTRACTUAL SERVICES        | ONLINE INFORMATION SERVICE | MONTHLY PROCESSING                            | 992065     | 04/16/20 | 29.08            | 72522   |
| 591-175.000-801.000        | CONTRACTUAL SERVICES        | ONLINE INFORMATION SERVICE | MONTHLY PROCESSING                            | 992065     | 04/16/20 | 29.07            | 72522   |
| Total For Check 72522      |                             |                            |   |            |          | <u>116.30</u>    |         |
| Check 72523                |                             |                            |   |            |          |                  |         |
| 582-000.000-110.000        | INVENTORY                   | POWERLINE SUPPLY           | INVENTORY                                     | Multiple   | 04/16/20 | 8,012.41         | 72523   |
| 582-544.000-930.000        | REPAIRS & MAINTENANCE       | POWERLINE SUPPLY           | CT BARS                                       | 56460009   | 04/16/20 | 425.16           | 72523   |
| Total For Check 72523      |                             |                            |   |            |          | <u>8,437.57</u>  |         |
| Check 72524                |                             |                            |   |            |          |                  |         |
| 590-547.000-742.000        | CLOTHING / UNIFORMS         | POWERS CLOTHING, INC.      | JEANS EXCHANGE FOR FIT SHAWN, JOSH CRDIT 8386 |            | 04/16/20 | 10.25            | 72524   |
| Total For Check 72524      |                             |                            |   |            |          | <u>10.25</u>     |         |
| Check 72525                |                             |                            |   |            |          |                  |         |
| 582-175.000-862.000        | LODGING AND MEALS           | RANDY GAY                  | MEAL ALLOWANCE - 3.29.2020                    | 04.06.2020 | 04/16/20 | 8.00             | 72525   |
| Total For Check 72525      |                             |                            |   |            |          | <u>8.00</u>      |         |
| Check 72526                |                             |                            |   |            |          |                  |         |
| 591-545.000-930.000        | REPAIRS & MAINTENANCE       | RYAN & BRADSHAW            | REPAIR HEATER WATER TREATMENT PLANT           | 11995H     | 04/16/20 | 494.75           | 72526   |
| Total For Check 72526      |                             |                            |   |            |          | <u>494.75</u>    |         |
| Check 72527                |                             |                            |   |            |          |                  |         |
| 582-000.000-202.000        | ACCOUNTS PAYABLE            | SANBORN, JOSHUA L          | REFUND - REISSUED                             | 68808      | 04/16/20 | 70.00            | 72527   |
| Total For Check 72527      |                             |                            |   |            |          | <u>70.00</u>     |         |
| Check 72528                |                             |                            |   |            |          |                  |         |
| 582-175.000-862.000        | LODGING AND MEALS           | SCOTT PLAYFORD             | MEAL ALLOWNACE 3.29.2020                      | 04.06.2020 | 04/16/20 | 8.00             | 72528   |
| Total For Check 72528      |                             |                            |   |            |          | <u>8.00</u>      |         |
| Check 72529                |                             |                            |   |            |          |                  |         |
| 582-000.000-158.000-201002 | CONSTRUCTION WORK IN PROGRE | SOLOMON CORPORATION        | REGULATORS 7620/13200                         | 333267     | 04/16/20 | 36,300.00        | 72529   |
| Total For Check 72529      |                             |                            |   |            |          | <u>36,300.00</u> |         |
| Check 72530                |                             |                            |   |            |          |                  |         |
| 582-175.000-801.200        | COMPUTER                    | SONIT SYSTEMS, LLC         | NETADMIN - MARCH 2020                         | 59998-BPU  | 04/16/20 | 656.25           | 72530   |
| 590-175.000-801.200        | COMPUTER                    | SONIT SYSTEMS, LLC         | NETADMIN - MARCH 2020                         | 59998-BPU  | 04/16/20 | 328.13           | 72530   |
| 591-175.000-801.200        | COMPUTER                    | SONIT SYSTEMS, LLC         | NETADMIN - MARCH 2020                         | 59998-BPU  | 04/16/20 | 328.12           | 72530   |
| Total For Check 72530      |                             |                            |   |            |          | <u>1,312.50</u>  |         |

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|----------------------------|---------------------------------|-----------------------------|-----------------------------------|------------|----------|-----------------|---------|
| Check 72531                |                                 |                             |                                   |            |          |                 |         |
| 582-000.000-158.000-19100€ | CONSTRUCTION WORK IN PROGRES    |                             | ENGINEERING SERVICES 2/9 THRU 3/7 | Multiple   | 04/16/20 | <u>2,920.42</u> | 72531   |
|                            |                                 |                             | Total For Check 72531             |            |          | <u>2,920.42</u> |         |
| Check 72532                |                                 |                             |                                   |            |          |                 |         |
| 582-000.000-202.000        | ACCOUNTS PAYABLE                | STECKBECK, MARK             | REFUND - REISSUED                 | 69096      | 04/16/20 | <u>315.97</u>   | 72532   |
|                            |                                 |                             | Total For Check 72532             |            |          | <u>315.97</u>   |         |
| Check 72533                |                                 |                             |                                   |            |          |                 |         |
| 582-544.000-730.000        | VEH./EQUIP. MAINT. SUPPLIES     | STILLWELL FORD MERCURY, INC | 39-15 BRAKE WARNING ON            | 627575     | 04/16/20 | <u>82.50</u>    | 72533   |
|                            |                                 |                             | Total For Check 72533             |            |          | <u>82.50</u>    |         |
| Check 72534                |                                 |                             |                                   |            |          |                 |         |
| 582-544.000-730.000        | VEH./EQUIP. MAINT. SUPPLIES     | TEREX SERVICES              | REPAIRS TO 39-02                  | 7018272    | 04/16/20 | <u>4,429.46</u> | 72534   |
|                            |                                 |                             | Total For Check 72534             |            |          | <u>4,429.46</u> |         |
| Check 72535                |                                 |                             |                                   |            |          |                 |         |
| 582-000.000-110.000        | INVENTORY                       | THOMASSON COMPANY           | NEW POLES FOR INVENTORY           | 33717-00   | 04/16/20 | <u>8,971.00</u> | 72535   |
|                            |                                 |                             | Total For Check 72535             |            |          | <u>8,971.00</u> |         |
| Check 72536                |                                 |                             |                                   |            |          |                 |         |
| 582-175.000-862.000        | LODGING AND MEALS               | TRENTON MORRILL             | MEAL ALLOWANCE 3.29.2020          | 04.06.2020 | 04/16/20 | 8.00            | 72536   |
| 582-543.000-742.000        | CLOTHING / UNIFORMS             | TRENTON MORRILL             | BOOT ALLOWANCE - REIMBURSEMENT    | 115009     | 04/16/20 | <u>24.37</u>    | 72536   |
|                            |                                 |                             | Total For Check 72536             |            |          | <u>32.37</u>    |         |
| Check 72537                |                                 |                             |                                   |            |          |                 |         |
| 582-544.000-930.546        | REPAIRS & MAINANCE - SUBSTATION | UIS PROGRAMMABLE SERVICES   | RELAY TESTING                     | 530359980  | 04/16/20 | <u>4,576.00</u> | 72537   |
|                            |                                 |                             | Total For Check 72537             |            |          | <u>4,576.00</u> |         |
| Check 72538                |                                 |                             |                                   |            |          |                 |         |
| 582-544.000-801.000        | CONTRACTUAL SERVICES            | MILSOFT                     | 4-1-2020 MILSOFT IVR SUPPORT      | Multiple   | 04/16/20 | 924.93          | 72538   |
| 590-546.000-801.000        | CONTRACTUAL SERVICES            | MILSOFT                     | 4-1-2020 MILSOFT IVR SUPPORT      | 20201545   | 04/16/20 | 129.13          | 72538   |
| 591-175.000-801.000        | CONTRACTUAL SERVICES            | MILSOFT                     | 4-1-2020 MILSOFT IVR SUPPORT      | 20201545   | 04/16/20 | <u>129.14</u>   | 72538   |
|                            |                                 |                             | Total For Check 72538             |            |          | <u>1,183.20</u> |         |
| Check 72539                |                                 |                             |                                   |            |          |                 |         |
| 591-544.000-930.000        | REPAIRS & MAINTENANCE           | VAN BRUNT TRANSPORT, INC    | PEASTONE                          | 30591      | 04/16/20 | <u>820.28</u>   | 72539   |
|                            |                                 |                             | Total For Check 72539             |            |          | <u>820.28</u>   |         |



04/16/2020 INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 04/03/2020 - 04/16/2020  
 BOTH JOURNALIZED AND UNJOURNALIZED PAID  
 BANK CODE: BPUAP

| GL Number                         | GL Desc                     | Vendor                   | Invoice Desc.                 | Invoice        | Due Date | Amount     | Check # |
|-----------------------------------|-----------------------------|--------------------------|-------------------------------|----------------|----------|------------|---------|
| Check 72540                       |                             |                          |                               |                |          |            |         |
| 582-000.000-202.000               | ACCOUNTS PAYABLE            | VANWORMER, LAURA         | ACCOUNT REFUND                | 01.03.2020     | 04/16/20 | 43.34      | 72540   |
|                                   |                             |                          | Total For Check 72540         |                |          | 43.34      |         |
| Check 72541                       |                             |                          |                               |                |          |            |         |
| 582-175.000-925.000               | TELEPHONE                   | VERIZON WIRELESS         | CELL PHONES                   | 9851662678     | 04/16/20 | 778.50     | 72541   |
| 590-175.000-925.000               | TELEPHONE                   | VERIZON WIRELESS         | CELL PHONES                   | 9851662678     | 04/16/20 | 237.01     | 72541   |
| 591-175.000-925.000               | TELEPHONE                   | VERIZON WIRELESS         | CELL PHONES                   | 9851662678     | 04/16/20 | 237.02     | 72541   |
|                                   |                             |                          | Total For Check 72541         |                |          | 1,252.53   |         |
| Check 72542                       |                             |                          |                               |                |          |            |         |
| 582-544.000-730.000               | VEH./EQUIP. MAINT. SUPPLIES | VERMEER OF MICHIGAN, INC | DIRECTIONAL BORE PARTS        | P79606         | 04/16/20 | 503.72     | 72542   |
|                                   |                             |                          | Total For Check 72542         |                |          | 503.72     |         |
| Check 72543                       |                             |                          |                               |                |          |            |         |
| 582-000.000-202.000               | ACCOUNTS PAYABLE            | WASNICH, JESSI M         | REFUND - REISSUED             | 68399          | 04/16/20 | 33.00      | 72543   |
|                                   |                             |                          | Total For Check 72543         |                |          | 33.00      |         |
| Check 72544                       |                             |                          |                               |                |          |            |         |
| 582-544.000-740.000               | FUEL AND LUBRICANTS         | WATKINS OIL COMPANY      | FUEL PURCHASES                | 000090-2009101 | 04/16/20 | 1,248.78   | 72544   |
| 590-547.000-740.000               | FUEL AND LUBRICANTS         | WATKINS OIL COMPANY      | FUEL PURCHASES                | 000090-2009101 | 04/16/20 | 25.54      | 72544   |
| 591-544.000-740.000               | FUEL AND LUBRICANTS         | WATKINS OIL COMPANY      | FUEL PURCHASES                | 000090-2009101 | 04/16/20 | 572.58     | 72544   |
|                                   |                             |                          | Total For Check 72544         |                |          | 1,846.90   |         |
| Fund Totals:                      |                             |                          |                               |                |          |            |         |
|                                   |                             |                          | Fund 582 ELECTRIC FUND        |                |          | 404,332.29 |         |
|                                   |                             |                          | Fund 590 SEWER FUND           |                |          | 22,455.95  |         |
|                                   |                             |                          | Fund 591 WATER FUND           |                |          | 15,728.68  |         |
|                                   |                             |                          | Total For All Funds:          |                |          | 442,516.92 |         |
| --- TOTALS BY GL DISTRIBUTION --- |                             |                          |                               |                |          |            |         |
|                                   | 582-000.000-110.000         |                          | INVENTORY                     |                |          | 16,983.41  |         |
|                                   | 582-000.000-158.000-191006  |                          | CONSTRUCTION WORK IN PROGRESS |                |          | 2,920.42   |         |
|                                   | 582-000.000-158.000-201002  |                          | CONSTRUCTION WORK IN PROGRESS |                |          | 36,300.00  |         |
|                                   | 582-000.000-202.000         |                          | ACCOUNTS PAYABLE              |                |          | 932.41     |         |
|                                   | 582-000.000-249.100         |                          | LOW INCOME ENERGY ASSISTANCE  |                |          | 8,037.99   |         |
|                                   | 582-000.000-265.000         |                          | ACCRUED SALES TAX             |                |          | 29,840.12  |         |
|                                   | 582-000.000-693.000         |                          | MISC NON-OPERATING INCOME     |                |          | (186.12)   |         |
|                                   | 582-175.000-726.000         |                          | SUPPLIES                      |                |          | 1,462.00   |         |
|                                   | 582-175.000-801.000         |                          | CONTRACTUAL SERVICES          |                |          | 2,596.76   |         |

04/16/2020

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
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| GL Number | GL Desc | Vendor                     | Invoice Desc.                    | Invoice | Due Date | Amount     | Check # |
|-----------|---------|----------------------------|----------------------------------|---------|----------|------------|---------|
|           |         | 582-175.000-801.200        | COMPUTER                         |         |          | 2,282.13   |         |
|           |         | 582-175.000-820.000        | PILOT                            |         |          | 58,569.71  |         |
|           |         | 582-175.000-862.000        | LODGING AND MEALS                |         |          | 56.00      |         |
|           |         | 582-175.000-925.000        | TELEPHONE                        |         |          | 928.74     |         |
|           |         | 582-175.000-930.000        | REPAIRS & MAINTENANCE            |         |          | 40.00      |         |
|           |         | 582-543.000-742.000        | CLOTHING / UNIFORMS              |         |          | 24.37      |         |
|           |         | 582-543.000-925.000        | TELEPHONE                        |         |          | 136.52     |         |
|           |         | 582-543.000-930.000        | REPAIRS & MAINTENANCE            |         |          | 3,354.35   |         |
|           |         | 582-544.000-726.800        | SUPPLIES - OPERATIONS            |         |          | 134.35     |         |
|           |         | 582-544.000-730.000        | VEH./EQUIP. MAINT. SUPPLIES      |         |          | 5,335.26   |         |
|           |         | 582-544.000-740.000        | FUEL AND LUBRICANTS              |         |          | 1,248.78   |         |
|           |         | 582-544.000-801.000        | CONTRACTUAL SERVICES             |         |          | 924.93     |         |
|           |         | 582-544.000-861.000        | TRAINING & SEMINARS              |         |          | 300.00     |         |
|           |         | 582-544.000-930.000        | REPAIRS & MAINTENANCE            |         |          | 425.16     |         |
|           |         | 582-544.000-930.546        | REPAIRS & MAINANCE - SUBSTATIONS |         |          | 4,576.00   |         |
|           |         | 582-544.000-970.000-191001 | CAPITAL OUTLAY - BUCKET TRUCK    |         |          | 227,109.00 |         |
|           |         | 590-000.000-202.000        | ACCOUNTS PAYABLE                 |         |          | 70.12      |         |
|           |         | 590-175.000-726.000        | SUPPLIES                         |         |          | 731.00     |         |
|           |         | 590-175.000-801.000        | CONTRACTUAL SERVICES             |         |          | 810.06     |         |
|           |         | 590-175.000-801.200        | COMPUTER                         |         |          | 1,133.29   |         |
|           |         | 590-175.000-820.000        | PILOT                            |         |          | 10,674.48  |         |
|           |         | 590-175.000-905.000        | PUBLISHING / NOTICES             |         |          | 78.70      |         |
|           |         | 590-175.000-925.000        | TELEPHONE                        |         |          | 403.81     |         |
|           |         | 590-175.000-930.000        | REPAIRS & MAINTENANCE            |         |          | 20.00      |         |
|           |         | 590-546.000-726.800        | SUPPLIES - OPERATIONS            |         |          | 65.25      |         |
|           |         | 590-546.000-801.000        | CONTRACTUAL SERVICES             |         |          | 129.13     |         |
|           |         | 590-546.000-930.000        | REPAIRS & MAINTENANCE            |         |          | 463.62     |         |
|           |         | 590-547.000-726.900        | SUPPLIES - LABORATORY            |         |          | 652.57     |         |
|           |         | 590-547.000-730.039        | BPU VEHICLE MAINT/SUPPLIES       |         |          | 2,147.92   |         |
|           |         | 590-547.000-740.000        | FUEL AND LUBRICANTS              |         |          | 25.54      |         |
|           |         | 590-547.000-742.000        | CLOTHING / UNIFORMS              |         |          | 10.25      |         |
|           |         | 590-547.000-801.000        | CONTRACTUAL SERVICES             |         |          | 2,005.50   |         |
|           |         | 590-547.000-920.400        | UTILITIES - GAS                  |         |          | 346.69     |         |
|           |         | 590-547.000-930.000        | REPAIRS & MAINTENANCE            |         |          | 2,688.02   |         |
|           |         | 591-000.000-202.000        | ACCOUNTS PAYABLE                 |         |          | 53.13      |         |
|           |         | 591-000.000-693.000        | MISC NON-OPERATING INCOME        |         |          | 20.82      |         |
|           |         | 591-175.000-726.000        | SUPPLIES                         |         |          | 731.00     |         |
|           |         | 591-175.000-801.000        | CONTRACTUAL SERVICES             |         |          | 939.18     |         |
|           |         | 591-175.000-801.200        | COMPUTER                         |         |          | 1,133.28   |         |
|           |         | 591-175.000-820.000        | PILOT                            |         |          | 7,331.07   |         |
|           |         | 591-175.000-925.000        | TELEPHONE                        |         |          | 403.82     |         |

04/16/2020

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
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|-----------|---------|---------------------|---------------------------------------|---------|----------|-----------------|---------|
|           |         | 591-175.000-930.000 | REPAIRS & MAINTENANCE                 |         |          | 20.00           |         |
|           |         | 591-544.000-726.800 | SUPPLIES - OPERATIONS                 |         |          | 65.25           |         |
|           |         | 591-544.000-740.000 | FUEL AND LUBRICANTS                   |         |          | 572.58          |         |
|           |         | 591-544.000-930.000 | REPAIRS & MAINTENANCE                 |         |          | 2,644.53        |         |
|           |         | 591-544.000-930.990 | REPAIRS & MAINTENANCE - LEAD SERVICES |         |          | <u>1,319.27</u> |         |
|           |         | 591-545.000-930.000 | REPAIRS & MAINTENANCE                 |         |          | <u>494.75</u>   |         |

**CITY COUNCIL MINUTES**

City of Hillsdale  
Council Chambers  
April 20, 2020  
7:00 P.M.

Regular Meeting  
ELECTRONIC MEETING (COVID-19)

**Call to Order and Pledge of Allegiance**

Mayor Adam Stockford opened the meeting with the Pledge of Allegiance.

**Roll Call**

Mayor Adam Stockford called the meeting to order. Clerk Price took electronic roll call.

- |                          |  |
|--------------------------|--|
| Council Members present: | Adam Stockford, Mayor<br>Tony Vear, Ward 1<br>William Morrissey, Ward 2<br>Cynthia Pratt, Ward 2<br>William Zeiser, Ward 3<br>Raymond Briner, Ward 4<br>Matthew Bell, Ward 4 |
| Council Members absent:  | R. Gregory Stuchell, Ward 1 (joined meeting late)<br>Bruce Sharp, Ward 3   |

Also present were in Council Chambers: David Mackie (City Manager), Katy Price (City Clerk)

Present electronically: Attorney John Lovinger, Scott Hephner (Chief of Police/Fire), Jake Hammel (DPS Director), Chris McArthur (BPU Director), Kristin Bauer (City Engineer), Penny Swan, Virginia Blake, Don Hernandez, Jeff King and Corey Murray (HDN).

**Approval of Agenda**

City Manager requested old business discussion of public hearing date change for the 2020-2021 budget from May 18<sup>th</sup>, 2020 to a special meeting on May 26, 2020.

Motion to approve the addition of Old Business B. 2020-21 Budget Public Hearing Date Change by Council Member Morrissey, seconded by Council Member Vear.

- |            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |
|            | Council Member Bell      | Aye |
|            | Council Member Briner    | Aye |

Motion passed 7-0.

Motion to approve the agenda as amended by Council Member Morrissey, seconded by Council Member Pratt.

- |            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |

|                       |     |
|-----------------------|-----|
| Council Member Bell   | Aye |
| Council Member Briner | Aye |

Motion passed 7-0.

**Public Comment**

Penny Swan, 8 S. Manning Street, commented on the flooding and drain issues at Center City Apartments on Manning Street. She suggested that the BPU bid should go to the lowest bidder.

City Manager Mackie forwarded on a public comment from Ted Jansen, 104 Hillsdale Street, Mr. Jansen suggested delaying the Coronavirus resolution until after April 30, 2020.

**Consent Agenda**

- A. Approval of Bills
  - 1. City Claims of April 2, 2020: \$110,868.57
  - 2. BPU Claims of April 2, 2020: \$114,099.74
  - 3. Payroll of April 2, 2020: \$173,270.16
- B. City Council Minutes of April 6, 2020
- C. BPU Engine #5 & #6 Maintenance
- D. March 2020 Financial Report

Motion by Council Member Morrissey, seconded by Council Member Vear to approve the consent agenda as presented.

|            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |
|            | Council Member Bell      | Aye |
|            | Council Member Briner    | Aye |

Motion passed 7-0.

**Communications/Petitions**

- A. Hillsdale County Declaration of Local State of Emergency
- B. National Fair Housing Month

The items of communications were received for informational purposes only.

**Introduction and Adoption of Ordinances/Public Hearings**

**Old Business**

- A. Assign Resolution Number to approved Capital Improvement Plan

Motion by Council Member Zeiser, seconded by Council Member Pratt to assign **Resolution 3411** to Capital Improvement Plan as presented.

|            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |

|                       |     |
|-----------------------|-----|
| Council Member Pratt  | Aye |
| Council Member Bell   | Aye |
| Council Member Briner | Aye |

Motion passed 7-0.

B. Set Public Hearing for the 2020-21 City Budget

City Manager discussed option for a special meeting for the 2020-21 Budget public hearing.

Motioned by Council member Vear, seconded by Council member Bell to set public hearing for the 2020-21 budget for Tuesday, May 26, 2020 at 7:00 p.m.

|            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |
|            | Council Member Bell      | Aye |
|            | Council Member Briner    | Aye |

Motion passed 7-0.

Council Member Stuchell joined the electronic meeting via phone because of technical difficulties.

**New Business**

A. City Flooding -Discussion

Jake Hammel, DPS director addressed Council and explained what has been done and is being planned with the location west of Manning Street and south of the Center City apartments.

Kristin Bauer, City Engineer commented on the flooding. City staff are looking into repairing deficiencies in the pipes that were built in 1900's. With that being said staff will check outfalls and will make effort to move forward with helping the situation.

The Planning Commission would have to approve the apartment project before it began. The Commission would have assumed to suggest building practices prior to being built knowing that this section is a low elevation point.

B. Oscar Larson Airport Fuel Farm Contract

City Manager Mackie reported on the Airport Fuel Farm contract with Oscar Larson and requested Council approve the contract for \$591,160.00.

Council discussion ensued on the funding for Airport Fuel Farm contract.

Motion by Council Member Vear, seconded by Council Member Stutchell to approve the contract with Oscar Larson in the amount of \$591,160.00.

|            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |
|            | Council Member Bell      | Aye |
|            | Council Member Briner    | Aye |
|            | Council Member Stuchell  | Aye |

Motion passed 8-0.

C. BPU WWTP HVAC Change Order #3

Motion by Council Member Bell, seconded by Council Member Stuchell to accept change order #3 in the amount of \$1,750.00 and revision of contract.

|            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |
|            | Council Member Bell      | Aye |
|            | Council Member Briner    | Aye |
|            | Council Member Stuchell  | Aye |

Motion passed 8-0.

D BPU Power Plant Air Compressor

Council discussion ensued on air compressor bids.

Motion by Council Member Bell, seconded by Mayor Stockford to award the air compressor bid to the lowest bidder from TMI Compressed Air Systems, Inc. in the amount of \$37,710.00

|            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |
|            | Council Member Bell      | Aye |
|            | Council Member Briner    | Aye |
|            | Council Member Stuchell  | Aye |

Motion passed 8-0.

E. MDOT Small Urban Grant Agreement & Resolution (W. Fayette Street)

Jake Hammel, DPS Director reported that the agreement is not awarding any bids it is entering into an agreement with the state to proceed and accept the \$375,000.00 for this project. He stated that staff has decided to re-bid the project due to some changes to the specifications to the culvert.

This project will be managed through fall/winter and will not be handled like the I.C.E. Grant project.

Further discussion ensued with City Engineer Bauer and Council.

Motion by Council Member Morrissey, seconded by Council Member Stuchell to approve the MDOT contract 20-5083 and **Resolution 3412**.

|            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |
|            | Council Member Bell      | Aye |
|            | Council Member Briner    | Aye |
|            | Council Member Stuchell  | Aye |

Motion passed 8-0.

F. Coronavirus Resolution- Council Member Bell

Mayor Stockford led discussion on the proposed Coronavirus resolution to the State of Michigan Governor Whitmer in opposition in most of the executive orders she set forth. As our community and small businesses are taking hits without business and income.

Further discussion ensued on specifics in the resolution that council members are for and against and some council members thinks citizens can self-govern with social distancing and wearing proper masks, etc.

Council Member Stuchell stated that a local group was pictured on social media that went to the protest in Lansing, MI without proper masks and not practicing social distancing as they were all huddled together.

Motion by Council Member Bell, seconded by Council Member Vear to approve the Coronavirus **Resolution 3413**.

|            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |
|            | Council Member Bell      | Aye |
|            | Council Member Briner    | No  |
|            | Council Member Stuchell  | Aye |

Motion passed 7-1.

**Miscellaneous Reports**

A. Proclamation – None

B. Appointments: BPU Board – Pete Becker.

Motion by Council Member Zeiser, seconded by Mayor Stockford to approve the presented appointment.

|            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |
|            | Council Member Bell      | Aye |
|            | Council Member Briner    | Aye |
|            | Council Member Stuchell  | Aye |

Motion passed 8-0.

C. Other – None

**General Public Comment**

Penny Swan, 8 S. Manning Street, shared her displeasure on council member Stuchell’s comment about protestor group picture on social media and using their constitution rights as a citizen to protest.

Jeff King, commented on the CARE funds available for the airport.

**City Manager’s Report**

With the governor’s stay at home order the city has been working hard on achieving day to day operations while practicing social distancing, as well as keeping the parks and recreation open.



City has been working with local businesses to see what resources are out there for their business.

City Manager thanked Jeff King on his comment on the airport funds that are available.

**Council Comments**

Mayor Stockford thanked the City Manager and staff still working day to day operations during this time.

Council Member Stuchell stated people have the right to protest but request it to be done safely and asked not to contaminate others and stay in social distance. The city council takes pride to keep the city residents safe.

Council Member Bell thanked Council for looking over, adding input and approving the Coronavirus resolution.

**Adjournment**

Council Member Bell, seconded by Council Member Stuchell moved to adjourn the meeting.

|            |                          |     |
|------------|--------------------------|-----|
| Roll call: | Mayor Stockford          | Aye |
|            | Council Member Vear      | Aye |
|            | Council Member Morrissey | Aye |
|            | Council Member Zeiser    | Aye |
|            | Council Member Pratt     | Aye |
|            | Council Member Bell      | Aye |
|            | Council Member Briner    | Aye |
|            | Council Member Stuchell  | Aye |

Motion passed 8-0.

The meeting adjourned at 9:00 p.m.

\_\_\_\_\_  
Adam L. Stockford, Mayor

\_\_\_\_\_  
Katy Price, City Clerk

# CITY OF HILLSDALE FINANCE COMMITTEE

PLACE: City Hall, 97 N. Broad Street, Hillsdale, MI 49242

DATE: April 6, 2020

TIME: 5:15 PM

## **PRESENT**

COUNCIL: Ray Briner, Bruce Sharp and Tony Vear

STAFF: David Mackie City Manager, Scott Hepner Police and Fire Chief, Bonnie Tew Finance Director

PUBLIC: None

## **BOARD OF PUBLIC UTILITIES ACCOUNTS PAYABLE:**

Check 72409 Annual preventative maintenance bucket truck.

Check 72421 Putting electric service underground.

Check 72440 Annual testing for the back flow preventer.

Check 72450 Gas bills for the WWT Plant, Power Plant and Administration Buildings.

Check 72454 Sewage treatment tester equipment.

Check 72455 Leather gloves for WWTP.

Check 72465 Same meter but different parts.

Check 72470 Actual pad that transformer sits on.

Check 72478 Curb stop box key modification.

Check 72481 Time and material for removing trees around power lines.

Motion by Vear and seconded by Briner Passed 3 to 0

## **CITY OF HILLSDALE ACCOUNTS PAYABLE:**

Check 414 Current funding for the Municipal Employees Retirement System MERS.

With the current market conditions the percentage of unfunded liabilities has increased.

Check 416 Jet fuel at the airport of 3500 gallons.

Check 82873 Chairs were for the city manager and new city engineer.

Check 82879 Work being done on the inside.

Check 82882 Treatment at the firestation.

Check 82894 Week long conference for Michigan Certification of Assessing Officers.

Check 82897 Had some troubles with getting bathroom supplies. Was reimbursed for the purchase.

Check 82899 Trees were removed on Fayette, Warren Avenue and Oak Grove Cemetery.

Check 82908 Officer's badge.

Motion by Briner and seconded by Vear Passed 3 to 0

## **PUBLIC COMMENT:** None

Motion by Vear and seconded by Sharp to adjourn Passed 3-0

## **ADJOURNMENT: 5:55PM**

Next Meeting

5:15PM

City Hall

April 20, 2020

# CITY OF HILLSDALE FINANCE COMMITTEE

**PLACE:** Virtual City Hall (Electronic Meeting)

**DATE:** April 20, 2020

**TIME:** 5:17 PM

## **PRESENT**

**COUNCIL:** Bruce Sharp and Tony Vear

**STAFF:** David Mackie City Manager, Chris McArthur BPU Director, Bonnie Tew Finance Director

**PUBLIC:** None

## **BOARD OF PUBLIC UTILITIES ACCOUNTS PAYABLE:**

**Check 72483** The amount budgeted for was \$290,000, well under budget for the project.

**Check 72497** Bridgestone does the customer billing for the BPU.

**Check 72497** This purchase was a budgeted yearly replacement for computers. BPU purchased 5 Dell computers with monitors and mounting brackets. They were for as follows:

- 2- Customer Service

- 1- Power Plant

- 1- Time entry for employees

- 1- Council Chambers

**Check 72501** Our linesmen are not certified for simple electric repair and replacement. The SCADA room is where all the information comes in and out at the power plant.

The room did not have backup power, so in a power loss situation the servers and SCADA computers would shut down. This project needed equipment to provide a generator back up in a power loss situation. Our linesmen are not licensed electricians, which is required for the installation.

**Check 72516** This is an annual preventative maintenance performed on the sewer inlet pipes.

**Check 72529** Was a capitol project approved by the BPU Board and Council to replace the three voltage regulators on the line feeding Osseo and three voltage regulators feeding Pittsford.

**Check 72531** This is for engineering services provided by SSOE for work on the Voltage Upgrade Project which was approved by BPU and Council.

**Check 72534** The piece of equipment is the service truck. During annual inspection the bucket was determined to need repair and this was the cost of the repair.

Motion by Vear and seconded by Sharp Passed 2-0

## **CITY OF HILLSDALE ACCOUNTS PAYABLE:**

**Check 82924** The county drain commission did two drain projects that affect the city. The Frankhauser Drain #170 and the Sand Creek Drain #179. Locations were not given. This represents the special assessment portion of these projects as they relate to the city.

**Check 82936** Matt Taylor was hired to do the engineering work to replace the chiller at City Hall for a total cost of \$7,450. He billed us for the work he has completed to date (\$500) or approximately 6.71% of the contract. This is the first payment of the contract.

**Motion by Vear and seconded by Sharp Passed 2 to 0**

**Reviewed the City's Quarterly Investment report and accepted as is.**

**PUBLIC COMMENT: None**

**Motion by Sharp and seconded by Vear to adjourn Passed 2-0**

**ADJOURNMENT: 5:38PM**

**Next Meeting**

**May 4, 2020**

**Time and Place**

**To be determined during Covid-19**

**Minutes prepared by Tony Vear acting secretary.**

# The Trump Administration Is Supporting the People of Michigan

*“We have the best doctors, the best military leaders, and the best logistics professionals anywhere in the world. And we’re orchestrating a massive Federal response unlike anything our country has ever seen.”*

– President Donald J. Trump

**Overview:** Response and recovery efforts are locally executed, State managed, and Federally supported. Successful emergency management requires nationwide cooperation and unity of effort, combining the strength and ingenuity of our citizens and private sector with a sweeping, all-inclusive, and whole-of-government response. The below is a partial overview of Federal assistance provided to the State of Michigan and the people of Michigan to combat Novel Coronavirus (COVID-19). The below information is bolstered by hundreds of additional actions by the Federal government to help the people of Michigan. Implementation of the CARES Act is ongoing which will also bring additional support to Michigan. President Donald J. Trump and Vice President Mike Pence have appreciated the strong State-Federal partnership with Governor Gretchen Whitmer.

## **Supportive Actions by President Donald J. Trump:**

- **President Trump Declares a National Emergency:** On March 13, President Trump **declared** a national emergency concerning COVID-19. The emergency declaration authorized direct Federal assistance, temporary facilities, commodities, equipment, and emergency operation costs for all states, including Michigan, pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- **Michigan’s Major Disaster Declaration:** On March 26, Governor Gretchen Whitmer submitted a major disaster declaration request to the Federal Emergency Management Agency (FEMA). On March 28, President Trump **approved** the request declaring a major disaster in the State of Michigan and ordered Federal assistance to supplement State, Tribal, and local recovery efforts in the areas affected by COVID-19. For the first time in our Nation’s history, every state and territory has a presidential disaster declaration at the same time.
- **Historic Economic Relief:** On March 27, President Trump signed the CARES Act into law. The law provides unprecedented economic relief to American citizens, small businesses, workers, healthcare providers, and State, local and tribal governments and builds on the *Families First Coronavirus Response Act*. More **here**. Additional Michigan allocation information is found below.
- **National Guard Support:** On March 30, President Trump **directed** FEMA to fund 100% of the emergency assistance activities provided by Michigan National Guard personnel in Title 32 duty status, per Governor Whitmer’s request.

**Testing, Resource & Logistics Support:** FEMA is working with the U.S. Department of Health & Human Services (HHS), other Federal agencies, and private sector partners to produce, allocate, and distribute key resources to Michigan including personal protective equipment (PPE), and ventilators (including expediting critical supplies from overseas to various U.S. locations).

- HHS, the Centers for Disaster Control and Prevention (CDC), and the Food and Drug Administration (FDA), are providing unprecedented regulatory flexibilities, resources, and guidance to expand the availability of testing and to assist States, including Michigan, in scaling testing. Learn more from the CDC **here** and FDA **here**.
- In Michigan, the Federal Government is currently supporting 6 mobile testing sites to increase testing capacity in the State. By April 22, the Federal Government will be supporting 8 private mobile testing sites.”
- In support of the White House Coronavirus Task Force, FEMA and HHS are coordinating a whole-of-America approach to source personal protective equipment (PPE), ventilators, and other critical resources for States, Tribes, and Territories. The effort is led by Rear Admiral John Polowczyk of the Joint Chiefs of Staff. For more on the Supply Chain Stabilization Task Force, read more **here**.

- The Trump Administration is coordinating [Project Air Bridge](#), a coordinated public-private partnership designed to expedite the movement of critical supplies from other countries to the United States. The below table shows recently delivered supplies to Michigan entities, including Project Air Bridge efforts to bolster private sector supply chains.

| PPE                                    | April 1 - 7 | April 8 – 14 | Total             |
|--|-------------|--------------|-------------------|
| <b>N-95 Masks</b>                      | 187,900     | 546,700      | <b>734,600</b>    |
| <b>Surgical &amp; Procedural Masks</b> | 619,900     | 439,800      | <b>1,059,700</b>  |
| <b>Eye &amp; Face Shields</b>          | 18,200      | 11,100       | <b>29,300</b>     |
| <b>Isolation &amp; Surgical Gowns</b>  | 604,600     | 371,700      | <b>976,300</b>    |
| <b>Surgical &amp; Exam Gloves</b>      | 42,301,200  | 18,322,000   | <b>60,623,200</b> |

- In addition to the Project Air Bridge efforts, as of April 14, FEMA delivered 700 ventilators, 311 K N-95 masks, 740 K surgical masks, 121 K medical gowns, 3,800 coveralls, 148 K face shields, and 618 K gloves from the Strategic National Stockpile to Michigan.
- As of April 15, FEMA obligated \$120.5 M for Michigan to respond to COVID-19 and will continue to obligate additional dollars per validated State requests.
- The U.S. Army Corps of Engineers (USACE) has worked with the State of Michigan to increase hospital capacity in Michigan by over 3,000 beds (as of April 17) in two COVID-19 facilities. The USACE is providing resources and personnel to create alternate care facilities in Detroit (TCF Center – 1,000 beds), and Novi (Suburban Collection Showplace – 1,100 beds). More [here](#).
- The Defense Logistics Agency awarded a contract to Battelle Critical Care Decontamination Systems for 60 N95 decontamination system units for the sanitation and reuse of N95 respirators. As of April 20, nine systems have been deployed in New York (2), Connecticut (1), Illinois (1), Massachusetts (1), New Jersey (1), Ohio (1), Rhode Island (1), and Washington (1). Systems are en route to California, Michigan, District of Columbia, Georgia, Maryland, and Pennsylvania.

**Federal Agency Support:** The Trump Administration continues to provide unprecedented resources, guidance, and regulatory flexibilities for State, local, and tribal governments to develop and deploy innovative solutions for addressing COVID-19.

- **U.S. Department of Health & Human Services (HHS)**
  - Through the Coronavirus Preparedness and Response Supplemental Appropriations Act, the Centers for Disease Control and Prevention (CDC) provided \$21.6 M to the State of Michigan. More [here](#).
  - As of April 20, HHS has awarded \$32.5 M in CARES Act funding to 39 health centers across Michigan to assist in combatting COVID-19. More [here](#).
  - Medical providers in Michigan were allocated \$936.7 M for the first round of funding from the Provider Relief Fund, with most of that provided Friday, April 10. More [here](#).
  - As of April 18, the State of Michigan has received a total of \$171M from HHS, through the Provider Relief Fund, CDC State and local funding, HRSA health centers, and other HHS grants.
  - On April 1, the State of Michigan submitted a 1135 Medicaid Waiver request to the Centers for Medicare & Medicaid. On April 6, CMS [approved](#) Michigan’s waiver request offering new flexibilities to focus resources on combatting the outbreak and providing the best possible care to Medicaid beneficiaries in Michigan.
  - HHS, CMS, and FDA have issued guidance on several topics to help inform decisions made by State and local health officials and private sector partners, including operational guidance for Michigan nursing homes, telemedicine, elective surgery, and insurers. Learn more from CMS [here](#), CDC [here](#), and FDA [here](#).

- **U.S. Small Business Administration (SBA)**
  - As a result of the CARES Act, the SBA created four [additional loan/funding programs](#) to assist businesses impacted by COVID-19. As of April 16, the SBA issued over \$10.3 B in loans to over 43,000 Michigan small businesses. Nationally, SBA executed more loans in 14 days of CARES Act implementation than the agency had done in the previous 14 years.
  - On March 19, SBA [declared](#) an economic disaster in Michigan at the request of Governor Whitmer. The disaster declaration creates access to low interest loans for small businesses across Michigan. SBA continues to process and allocate disaster loans to eligible parties in Michigan.
  
- **U.S. Department of the Treasury**
  - Economic Impact Payments authorized by the CARES Act have gone out to 80 million Americans in Michigan and across the country as of Monday, April 13. These payments are being automatically issued to eligible 2019 or 2018 federal tax return filers who received a refund using direct deposit. More [here](#). Social Security recipients who do not file tax returns will automatically receive economic impact payments. More [here](#).
  - Treasury is operationalizing stimulus relief to States, Tribes, and eligible units of local government as authorized under the CARES Act's Coronavirus Relief Fund. The State of Michigan, combined with eligible units of local government in the State that apply, will receive over \$3.8 B. Governmental entities in the State of Michigan have already received over \$2 B of this allocation. More [here](#).
  - On Thursday, April 9, the Department of the Treasury and Federal Reserve launched a Main Street Business Lending program and a Municipal Liquidity Facility (MLF) to support the flow of credit to American workers, businesses, states, counties, and cities impacted by the COVID-19 pandemic. The MLF will provide up to \$500 B in direct financing to states, counties, and cities across the Nation to help ensure they have the funds necessary to provide essential services to citizens and respond to the COVID-19 pandemic. More [here](#). MLF term sheet and guidance can be found [here](#).
  
- **U.S. Department of Housing and Urban Development (HUD)**
  - HUD made \$115.9 M in COVID-19 funding available to Michigan via CARES Act authorizations. More [here](#).
  - On April 1, HUD implemented the CARES Act requirement to provide up to one year of payment forbearance for FHA single-family borrowers in Michigan and across the Nation who are experiencing financial hardship due to COVID-19. More [here](#).
  - On April 10, HUD implemented the CARES Act requirement to provide FHA multifamily borrowers in Michigan and across the Nation with forbearance for up to three months if they agree not to evict tenants during that period. More [here](#).
  
- **U.S. Department of Labor (DOL)**
  - As a result of the Families First Coronavirus Response Act, DOL [expanded paid sick, family, and medical leave](#); the Department has offered flexibilities and emergency administrative capacity expansion grants for unemployment insurance that will help the people of Michigan.
  - DOL has allotted over \$29 M in emergency unemployment insurance grants.
  
- **U.S. Department of Education (DoED)**
  - On March 20, DoED [suspended](#) Federal student loan payments and waived interest during the Federal emergency, which could help up to 1.29 M direct loan borrowers in Michigan.
  - DoED has also provided unprecedented reporting flexibilities to Michigan to allow the State to best meet the needs of students and teachers during the emergency. More [here](#) and [here](#).
  - On April 9, DoED [announced](#) an allocation under the Higher Education Emergency Relief Fund of the CARES Act of nearly \$177.4 M to support postsecondary education students in Michigan. Colleges and universities are required to utilize the funds to provide cash grants to students for expenses related to disruptions to their educations due to the COVID-19 outbreak, including things like course materials and technology as well as food, housing, health care, and childcare.
  - On April 14, DoED [announced](#) an allocation in The Governor's Emergency Education Relief Fund (GEERF), authorized by the CARES Act, of \$89 M for Michigan. This is an extraordinarily flexible "emergency block grant" designed to enable governors to decide how best to meet the needs of students,

schools (including charter schools and non-public schools), postsecondary institutions, and other education-related organizations. More [here](#).

- **U.S. Department of Agriculture (USDA)**

- On April 17, Secretary Perdue joined President Trump in announcing the Coronavirus Food Assistance Program ([CFAP](#)) to assist farmers, ranchers, and consumers in response to COVID-19. This \$19 B relief program will provide \$16 B in direct support based on actual losses for agricultural producers and \$3 B in purchases of fresh produce, dairy and meat, including Michigan producers.
- On April 9, USDA [approved](#) Michigan as the first State to operate Pandemic Electronic Benefit Transfer (P-EBT), a new program authorized by the Families First Coronavirus Act (FFCRA), which provides assistance to families of children eligible for free or reduced-price meals dealing with school closures.
- USDA has provided numerous flexibilities and resources to the State of Michigan to ensure children and low income Americans have access to food during the national emergency. More [here](#).
- USDA published a [COVID-19 Federal Rural Resource Guide](#) for rural residents, businesses, and communities to find information about federal funding and partnership opportunities during the COVID-19 pandemic.

- **U.S. Department of Transportation (DOT)**

- DOT allocated \$353 M in Federal Transit Administration funds to help the Michigan public transportation systems respond to the challenges of COVID-19. More [here](#).
- DOT awarded \$256.9 M from the Federal Aviation Administration to help fund continuing operations and lost revenue for airports in Michigan. More [here](#).

- **U.S. Department of Veterans Affairs (VA)**

- With the \$19.6 B allocated under the CARES Act, the VA is hiring new staff and procuring additional resources to deal with the evolving needs of the pandemic. This includes expanding free or subsidized telehealth services and waiving a requirement that VA State homes maintain a 90 percent occupancy rate in order to receive federal benefits for times when the Veteran is not in the home. More [here](#).
- The VA traditionally provides Veterans' healthcare, benefits and memorial affairs. In times of national crisis, such as the current COVID-19 pandemic, VA provides services to the Nation based on requests from states, while being clear that Veterans are our first priority. This is known as VA's [Fourth Mission](#). As part of its Fourth Mission, the VA has provided a total of 50 beds to the state of Michigan in both Ann Arbor and Detroit - 15 ICU beds and 35 medical/surgical beds. The VA also provided the City of Detroit with a 53 foot mobile pharmacy truck to help staff the temporary hospital at the Detroit Convention Center.
- The U.S. Department of the Treasury and VA [announced](#) that VA benefit recipients will automatically receive \$1,200 in Economic Impact Payments provided for under the CARES Act.
- On April 3, the VA announced a number of actions to provide Veterans with financial, benefits and claims help as part of the VA's COVID-19 response. The financial relief actions include – until further notice – (i) suspending all actions on Veteran debts under the jurisdiction of the Treasury Department and (ii) suspending collection action or extending repayment terms on preexisting VA debts, as the Veteran prefers. More [here](#).

- **U.S. Department of State (DOS)**

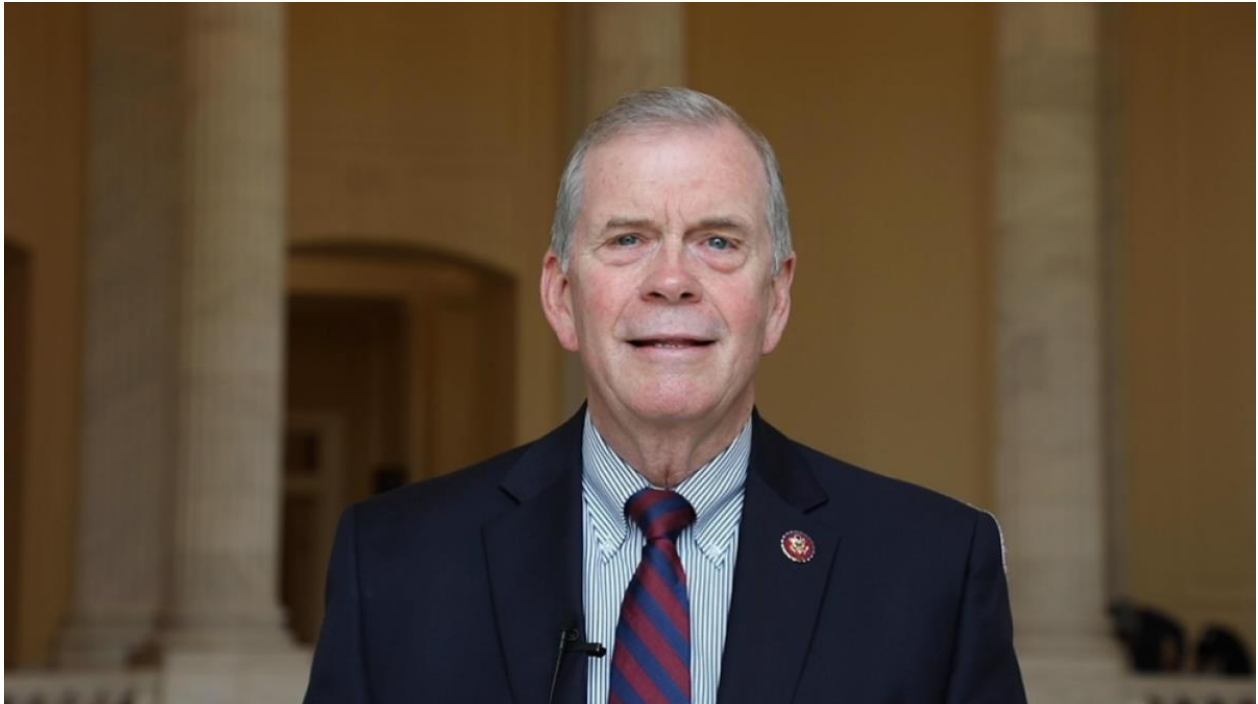
- The State Department launched an unprecedented global effort to bring home citizens from every corner of the globe and has repatriated thousands of Americans from multiple countries. As of April 15, DOS coordinated the repatriation of nearly 70,000 Americans, including individuals from Michigan. More [here](#).

- **U.S. Department of Justice (DOJ)**

- DOJ allocated \$24.8 M in funds to Michigan through the [Coronavirus Emergency Supplemental Funding \(CESF\) Program](#) to assist the State and local government response to COVID-19. This includes \$16.4 M in funding to the State and \$8.4 M to local governments. More [here](#).



# Walberg Announces CARES Act Grants for Lenawee, Hillsdale Airports



April 27, 2020  
Press Release

**Jackson, MI**—Today, Congressman Tim Walberg (MI-07) announced that Lenawee County Airport and Hillsdale Municipal Airport will each receive approximately \$1 million in federal funds to complete infrastructure improvements. The funding is made available as a result of the Fiscal Year 2020 Airport Improvement Program (AIP), and the standard local match portion will be covered by funds from the *Coronavirus Aid, Relief, and Economic Security (CARES) Act* passed by Congress at the end of March.

“Completing these infrastructure projects without the standard local match will give these airports a much-needed boost as air travel and economic activity begins to re-open again,” **said Walberg**. “Going forward, our local airports will continue to play an important role in connecting our economy, facilitating business travel, and transporting products.”

Lenawee County Airport will receive a total of \$988,889 to rehabilitate the taxiway—\$890,000 in AIP discretionary funding and \$98,889 in CARES Act local match. Hillsdale Municipal Airport will receive a total of \$1,111,111 to extend the taxiway—\$1 million in AIP discretionary funding and \$111,111 in CARES Act local match. With the additional resources from the CARES Act, these two projects will receive 100% of its funding from federal grants.

<https://walberg.house.gov/media/press-releases/walberg-announces-cares-act-grants-lenawee-hillsdale-airports>

# CITY OF HILLSDALE

## QUARTERLY NEWSLETTER

ISSUE 10 | SUMMER 2020

FOLLOW US ON SOCIAL

MEDIA:  

PLEASE CHECK FACEBOOK, WCSR, AND THE HILLSDALE DAILY NEWS FOR UPDATED INFORMATION REGARDING THE VARIOUS SUMMER EVENTS SCHEDULED IN THE COMMUNITY!

## TOGETHER, AS A COMMUNITY, AGAINST COVID-19!



### FEDERAL STIMULUS CHECK SCAMS

Michigan taxpayers and tax preparers are advised to be extra vigilant for federal stimulus scams. The Michigan department of Treasury warns that there will be a boost of phishing attempts and phone scams.

State Treasurer Rachel Eubanks warns taxpayers to "please be extra vigilant for scams during this unprecedented time."

Taxpayers or tax preparers can report attempted phishing scams to the IRS at [phishing@irs.gov](mailto:phishing@irs.gov).

Questions about the federal stimulus program should be directed to the IRS at 1-800-829-1040.



**Michigan 2-1-1 is an easy way to connect with help of all kinds. Need help with food, housing, or paying bills? Need support in a family crisis or during COVID-19? Just call, text, or search 2-1-1 online and they will get you connected.**



### 2020 CENSUS REMINDER

*#shapeyourfuture*

Olivia Stemen of the Hillsdale County Community Foundation (HCCF) writes: "The 2020 Census is fast approaching. Data collected in the census will inform the distribution of more than \$675 billion in federal funds to states and communities each year for things like infrastructure, health care, food assistance and many more community services. Complete the 2020 Census. It's easy, confidential and takes just 10 minutes. You have the power to create a brighter future for your family and your community."

To learn more, visit [www.2020census.gov](http://www.2020census.gov).



### SMALL BUSINESS COVID-19 RESOURCES

There are resources and support available for your small businesses that are affected by the current COVID-19 pandemic. Please visit: <https://sbdcmichigan.org/small-business-covid19/> for more information.



### RURAL DEVELOPMENT COVID-19 RESPONSE

The USDA has taken a number of immediate actions to aid rural residences, businesses, and communities that have been affected by the COVID-19 pandemic. Please visit: <https://www.rd.usda.gov/coronavirus> for more information.

**CITY ASSESSOR**  
**(517) 437-6455**  
**assessor@cityofhillsdale.org**

**ASSESSMENT REVIEWS**

Our department will be continuing our annual review of 20% of the assessments of the properties in the City. This will include a desk review of the tax description, deed history, and parcel tax map. The review will also include a physical inspection of the property, updated pictures, and verification of the exterior dimensions of buildings and land improvements.

Property owners will be notified by mail prior to on-site inspections. Owners or occupants may refuse access to the property if they wish.

**JULY BOARD OF REVIEW**

The July Board of Review will tentatively meet the Tuesday following the third Monday in July. (July, 21, 2020). This meeting will be held to correct clerical errors and consider some types of tax exemptions. If you wish to have an exemption granted by the Board, please submit a letter addressed to the Board of Review including a specific description of request and the application for exemption.

Please contact the Assessor's Office for more information regarding either the Board of Review or the annual assessment reviews.

**CITY CLERK**  
**(517) 437-6441**  
**kprice@cityofhillsdale.org**

**STATE PRIMARY ELECTION**

The deadline to turn in nominating petitions and forms for City Council seats (Wards 1-4) is **May 8, 2020 by 5:00 p.m.**

Write-in candidates may file a Declaration of Intent form **by 4:00 p.m. on July 31, 2020.**

Submit all forms to the City Clerk's office at City Hall.

The State Primary Election will be held on **Tuesday, August 4, 2020.** City residents will **vote at the Hillsdale Community Library located at 11 E. Bacon St., Hillsdale, MI 49242. Polls will be open from 7 a.m. - 8:00 p.m.**

**PLANNING & ZONING**  
**(517) 437-6449**  
**abeeker@cityofhillsdale.org**

**PERMITS DURING COVID-19**

Permits are required for all projects, including fences, construction changing building footprints (including decks and porches), etc.

Permit applications will be received and reviewed, but all on site inspections will be suspended until the executive order is lifted.

Thank you for your patience!



**BPU RECOGNIZED AND RECEIVES AWARD**

Hillsdale Board of Public Utilities (BPU) earned a Reliable Public Power Provider (RP3)<sup>®</sup>Diamond designation from the American Public Power Association for providing reliable and safe electric service. "We take a lot of pride in the work we do to power our community. It's nice to be recognized as among the 'best of the best' on a national level," says Hillsdale Board of Public Utilities Director Chris McArthur.

Congratulations to BPU on this recognition.

Hillsdale Board of Public Utilities has also earned the American Public Power Association's Safety Award of Excellence for safe operating practices in 2019. Brandon Wylie, Chair of the Association's Safety Committee and Director of Training & Safety at Electric Cities of Georgia says, "The utilities receiving this award have proven that protecting the safety of their employees is a top priority."

Chris McArthur, Director of Hillsdale Board of Public Utilities says, "We take a lot of pride in the work we do to power our community. It's nice to be recognized as among the 'best of the best' on a national level."

Congratulations to Ken Keasal, the Safety Coordinator, and BPU for this prestigious award!

Thank you for all your hard work!



**97 North Broad Street**  
**Hillsdale, Michigan 49242**  
**(517) 437 -6440**  
**www.cityofhillsdale.org**

# #HillsdaleCounty FamiliesCount



**You and your family deserve the best we have to offer.**

Census funds impact programs that feed families, provide homes and shelter, support learning, create parks and generate jobs. **That's why we count.**

**Complete the Census. It's easy, confidential and takes just 10 minutes.**

*Your answers on the 2020 Census cannot be shared with other government agencies, organizations or people.*

## Take the Census Today!



Go to  
**2020Census.gov**

# Families count.

## Did you know 40% of Michigan's funding comes from the federal government?

The amount of money Michigan receives depends on the Census – a survey conducted every 10 years to determine the number of people living in the United States. An accurate count is vital to obtain funding and distribute resources throughout our community. Census funding impacts almost everything that's important to you.

### EDUCATION



- Pell Grant
- Special education programs
- Head Start
- Title 1
- IDEA grants

### FOOD



- WIC
- Bridge Card
- SNAP
- National School Lunch Program

### ECONOMIC DEVELOPMENT



- Public transportation and roads
- Public Water System Supervision Program
- Highway planning
- Community development grants

### SOCIAL SERVICES



- Emergency services
- Child welfare funding
- Foster care
- Child Care and Development Fund

### HOUSING



- Shelters
- Section 8 Housing Assistance Payments Program
- Low Income Home Energy Assistance Program

### PUBLIC HEALTH



- Medicaid
- Medicare
- MIChild
- Medi-Cal
- CHIP
- Medical Assistance Program

### POLITICAL/GOVERNMENTAL REPRESENTATION



- Number of seats in US House of Representatives
- Number of electoral votes
- Redistricting

## Census 2020 Fast Facts

- Confidential – answers will not be shared with ICE, police, IRS, FBI, landlords or Child Protective Services
- Offered in dozens of languages
- For every uncouneted person, Michigan will lose \$1,800 per person per year
- Asks for less personal information than most social media profiles
- Takes 10 minutes

Look for a Census invitation in the mail in March 2020 with instructions on how to respond online, in the mail or on the phone.



Be Counted

CENSUS 2020

Hillsdale County Counts

**From:** Peter Merritt <pmerritt6732@comcast.net>  
**Date:** April 27, 2020 at 7:23:19 PM EDT  
**To:** Adamlstockford@gmail.com  
**Subject:** fr. Cindy Merritt

*Please use the following as you see fit.*

Dear Mayor Stockford,

All businesses in Hillsdale are essential to the people who own them.  
All businesses in Hillsdale are essential to the employees that work there.  
All businesses in Hillsdale are essential to the people who purchase a good or service.

The excellent resolution recently penned by the Hillsdale City Council was the inspiration behind my idea: I propose that the City of Hillsdale deem itself to be a Freedom Sanctuary City. All businesses that want to, reopen; each business to decide for themselves what safety precautions they want to establish, with the idea that individuals would once again engage in commerce as they see fit. And, to save our small businesses from certain ruin.

It would be wonderful if the idea would spread, but it would require courage.

I am sick and tired of the Tyrant who resides in the Governor's mansion, and of the Weimar Republic state legislature unwilling to take her on. To regain our God-given rights, let us start here. If necessary, I am willing to die for them. Are members of the City Council courageous enough to do the same? Or do I, a 61-year-old lady, have more testicular fortitude than a group of men?

Yours in liberty, for those courageous enough to stand up for it,

Cynthia Merritt

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

# **City of Hillsdale Agenda Item Summary**

**Meeting Date:**       **May 4, 2020**

**Agenda Item # :**   **New Business**

**SUBJECT:**           **Audit Proposals 2020 - 2024**

**BACKGROUND PROVIDED BY STAFF**   **Bonnie Tew, Finance Director**

The City sent out a Request for Audit Proposals in March covering the fiscal years 2020 through 2024. Four proposals were received: Rehmann Robson, Maner Costerisan, Willis & Jurasek and Gabridge & Co. The Finance Committee met April 6, 2020 and reviewed the proposals. Upon completing several reference checks, the Committee voted April 20<sup>th</sup> to recommend Council award the 5-year contract to the low bidder, Garidge & Co.

**RECOMMENDATION:**

The Finance Committee and staff recommend that Council award the 2020-2024 auditing services contract to Gabridge & Co. for the total cost of \$141,800.

A PROPOSAL FOR FINANCIAL AUDIT SERVICES

*For the Years Ending June 30, 2020 - 2022*

**CITY OF HILLSDALE**

Submitted by

**GABRIDGE & CO.**  
WEALTH ADVISORS / CERTIFIED PUBLIC ACCOUNTANTS / CONSULTANTS

Joe Verlin, CPA, CGFM  
3940 Peninsular Drive SE – Suite 200  
Grand Rapids, MI 49546  
Ph | 616.328.6275  
JVerlin@Gabridgeco.com

March 20, 2020



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## Audit Scope

Gabridge & Company, PLC will audit and provide an opinion on the City of Hillsdale's (the "City") basic financial statements, including the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information.

The audit report will be performed in accordance with Generally Accepted Auditing Standards, as promulgated by the American Institute of Certified Public Accountants (AICPA); the AICPA Audits of State and Local Government Units audit and accounting guide; the OMB Uniform Guidance; the Single Audit Act Amendments of 1996; and the Government Auditing Standards, published by the U.S. General Accounting Office.

Gabridge & Company, PLC guarantees access to the working papers for a minimum of seven years. All data, files & reports will be safeguarded by Gabridge & Company, PLC. The following reports will be submitted to the City:

- Independent Certified Public Accountant report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles in the United States and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
- Independent Certified Public Accountant report on internal control over financial reporting in accordance with Government Auditing Standards and test its compliance of laws, regulations, contracts and grants.
- Independent Certified Public Accountant report on the Schedule of Expenditures of Federal Awards (if applicable) and a report on Compliance and Internal Control over Financial Reporting in accordance with auditing standards generally accepted in the United States of America, and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and as required by OMB Uniform Guidance, Audits of State and Local Governments (if applicable - Single Audit).
- Management letter, covering internal control and recommendations.

All final copies of the City financial statement audit and related reports will be provided to the City in accordance with your schedule. Included with the audit will be the Management Representation Letter, a report on all audit adjustments (and backup documents), fixed asset depreciation lapse schedules, and year end proposed adjusting journal entries (if applicable). Gabridge & Company will upload the audit report to the Michigan Department of Treasury and Federal Audit Clearinghouse (if applicable). Gabridge & Company will also prepare a draft of the F-65 statement and Act 51 report upon City request, at no additional charge. Lastly, a .pdf of the audit will be forwarded to the City.

## Authorized Contact

**Joe Verlin, CPA, CGFM**  
Principal in Charge - Audit Services  
3940 Peninsular Drive SE - Suite 200  
Grand Rapids, MI 49546  
Ph | 616.328.6275

We warrant that Joe Verlin is authorized to bind Gabridge & Company, PLC to the terms set forth in this proposal.

# Proposed Audit Fees

## CITY OF HILLSDALE & THE BOARD OF PUBLIC UTILITIES Proposed Audit Fees

For the Period Ending June 30, 2020

| PRELIMINARY           |                   | Planning<br>Hours | Field Work<br>Hours | Report<br>Prep<br>Hours | Total<br>Hours | Hourly<br>Rate | Fee               |
|-----------------------|-------------------|-------------------|---------------------|-------------------------|----------------|----------------|-------------------|
|                       | Partner in charge | 8                 | -                   | -                       | 8              | \$ 150         | \$ 1,200          |
|                       | Senior Staff      | 24                | -                   | -                       | 24             | 90             | 2,160             |
| <b>Total</b>          |                   | <u>32</u>         | <u>-</u>            | <u>-</u>                | <u>32</u>      |                | <u>\$ 3,360</u>   |
| FINAL                 |                   | Planning<br>Hours | Field Work<br>Hours | Report<br>Prep<br>Hours | Total<br>Hours | Hourly<br>Rate | * Fee             |
|                       | Partner in charge | -                 | 16                  | 16                      | 32             | \$ 150         | \$ 4,800          |
|                       | Audit Manager     | -                 | 56                  | 16                      | 72             | 120            | 8,640             |
|                       | Senior Staff      | -                 | 112                 | 48                      | 160            | 90             | 14,400            |
| <b>Total</b>          |                   | <u>-</u>          | <u>184</u>          | <u>80</u>               | <u>264</u>     |                | <u>\$ 27,840</u>  |
| <b>DISCOUNT (20%)</b> |                   |                   |                     |                         |                |                | <u>\$ (6,240)</u> |
| <b>TOTALS</b>         |                   | <u>32</u>         | <u>184</u>          | <u>80</u>               | <u>296</u>     |                | <u>\$ 24,960</u>  |

|                           |           |                            |
|---------------------------|-----------|----------------------------|
| Year Ending June 30, 2020 | \$ 24,960 | - Not to exceed            |
| Year Ending June 30, 2021 | \$ 25,160 | - Not to exceed            |
| Year Ending June 30, 2022 | \$ 25,360 | - Not to exceed            |
| Year Ending June 30, 2023 | \$ 25,560 | - Not to exceed (Optional) |
| Year Ending June 30, 2024 | \$ 25,760 | - Not to exceed (Optional) |

\* Notes regarding the proposed fees are as follows:

- Year(s) subject to a federal single audit would increase audit fees by \$3,000.
- City of Hillsdale would require 55% of the total audit effort and BPU will required 45% of the total audit effort (and fees), as stated below:

|                           | <u>Hours</u> | <u>Audit Fees</u> |
|---------------------------|--------------|-------------------|
| City of Hillsdale         | 160          | \$ 13,700         |
| Board of Public Utilities | 136          | 11,260            |
| <b>Total</b>              | <u>296</u>   | <u>\$ 24,960</u>  |

## Firm Qualifications and Experience

Gabridge & Company currently has over 200 governmental and non-profit audit clients throughout the State of Michigan. We also have 30 employees, including fifteen full-time governmental audit professionals. Gabridge & Company actively recruits prospective governmental audit staff members by seeking only individuals who are committed to serving our clients with integrity; while also being committed to becoming industry experts and providing proactive customer service. Gabridge & Company has offices located in Traverse City, Sturgis, Three Rivers, and Grand Rapids. Gabridge & Company will assign only accountants with extensive governmental experience to the audit of the City, **primarily from our Sturgis office**, including a principal in charge and an independent review principal. Joe Verlin (Principal in Charge of Audit Services) will be assigned full-time to the audit and will remain the primary contact for the City for the duration of the engagement term(s). Gabridge & Company is a member of the Michigan Association of Certified Public Accountants, the American Institute of Certified Public Accountants, the Governmental Audit Quality Center, the Michigan Municipal League and the Michigan Local Government Association.

Gabridge & Company is dedicated to serving municipal clients. We offer newsletters, webinars, and conferences at no charge to provide our clients with timely updates and best practices for the rapidly changing governmental financial regulations. We advise our clients before, during, and after the audit – and strive to be much more than what you would expect from your auditor.

Our firm has not been involved with any state or federal desk reviews or field reviews of its audits. Additionally, our firm has not been involved with any disciplinary action taken by state regulatory bodies or professional organizations. Our firm will also follow the American Institute of Certified Public Accountants "Interpretation 501-3, Failure to Follow Standards and/or Procedures or Other Requirements in Governmental Audits." Our firm will not subcontract any of the auditing services included in this proposal.

Our proposal will remain valid for 120 days past the deadline for submittal.

We warrant that all information provided in connection with this proposal is true and accurate to the best of our knowledge.

# Team Qualifications and Experience

## PRINCIPALS

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### **Joseph Verlin, CPA, CGFM**

Principal in Charge - Audit Services

#### Education

BA, Accounting  
Ferris State University

#### Memberships

American Institute of Certified Public Accountants (AICPA)  
Michigan Association of Certified Public Accountants (MICPA)  
Michigan Municipal League  
Michigan Local Government Management Association  
AICPA Governmental Audit Quality Center  
Association of Government Accountants (AGA)  
Government Finance Officers Association (GFOA)

#### Committees

Co-Chair of the MICPA Governmental Accounting and Auditing Task Force

#### Recent Speaking Engagements

MICPA sponsored governmental auditing conferences  
Internal Controls for Local Units of Government  
Improving Audit Timelines  
Implementing GASB 54, 63 & 65  
Single Audit Update  
Preventing Fraud, Waste and Abuse  
AGA sponsored governmental accounting event  
Implementing GASB 63 and 65

Joe will serve as the engagement principal with responsibility for planning and technical execution of all of Gabridge & Company's services. Joe will ensure appropriate levels of staffing for your engagement, monitor your satisfaction, and manage regular communication with your executive leadership and Audit Committee. Joe currently serves as the engagement executive or independent review partner on over 75 of our firm's audit clients.

Joe is certified to practice public accounting in Michigan. Joe is also a **Certified Government Financial Manager** (CGFM), has earned the **Advanced Single Audit certification** from the AICPA, and is a member of the Government Finance Officers Association's (GFOA) Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program.

**Sue Buitenhuis, CPA**  
Audit Manager - Independent Reviewer

Education

BA, Accounting  
MSA, Accounting  
Grand Valley State University

Memberships

American Institute of Certified Public Accountants (AICPA)  
Michigan Association of Certified Public Accountants (MICPA)  
AICPA Governmental Audit Quality Center

Professional History

- Over six years of governmental audit experience at Rehmann advancing to a senior auditor position prior to her current position with Gabridge & Company
- Has held an elected clerk position at a charter township and a finance director position at a Township for over seventeen combined years
- Has several years full-time experience using BS&A for general ledger, fixed assets, cash receipts, payroll, accounts payable, and long-term debt reporting

Sue will serve as the independent reviewer for this engagement. The independent review will be conducted in accordance with the guidelines of the AICPA Statements of Quality Control Standards. Sue currently serves as audit manager or independent reviewer for a significant number of other local units of government.

## AUDIT TEAM MEMBERS

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### **Neil Hammerbacher, CPA**

Neil provides valued support in the role of audit manager. He is in the field routinely performing audit services. Neil serves in a similar role on a significant number of other governmental audits.

#### Education

BA, Business Administration  
Saginaw Valley State University

#### Memberships

Michigan Association of Certified Public Accountants (MICPA)  
AICPA Governmental Audit Quality Center  
Government Finance Officers Association

#### Professional History

- Over eighteen years of governmental accounting and auditing experience in public accounting
- Also held a treasurer and finance director positions at a Township and City for over fifteen years
- Has several years full-time experience using BS&A for assessing, general ledger, fixed assets, cash receipts, payroll, accounts payable, and long-term debt reporting

### **Robert J. Klein**

Robert provides valued support in the role of senior auditor. He is in the field routinely performing audit services. Robert serves in a similar role on a significant number of other governmental audits.

#### Education

BA, Accounting  
Eastern Michigan University

#### Memberships

Michigan Association of Certified Public Accountants (MICPA)  
AICPA Governmental Audit Quality Center

#### Professional History

- Over 16 years of public accounting experience with David E Wilson, CPA, which merged with Gabridge & Company, PLC in July 2010
- Serves local units of government, non-profit organizations, and privately held businesses



## **Kevyn Kozumplik, CPA**

Kevyn provides valued support in the role of staff auditor. He is in the field routinely performing audit services. Kevyn serves in a similar role on a significant number of other governmental audits.

### Education

Bachelor of Science in Public Accountancy  
Central Michigan University

### Memberships

Michigan Association of Certified Public Accountants (MICPA)  
AICPA Governmental Audit Quality Center

### Professional History

- Over three years of public accounting experience
- Serves local units of government and non-profit organizations
- Specializes entirely in governmental and non-profit audit

## **Matt Holland**

Matt provides valued support in the role of staff auditor. He is in the field routinely performing audit services. Matt serves in a similar role on a significant number of other governmental audits.

### Education

Bachelor of Science in Public Accountancy  
Calvin College, Grand Rapids, MI

### Memberships

Michigan Association of Certified Public Accountants (MICPA)  
AICPA Governmental Audit Quality Center

### Professional History

- Four years of public accounting experience with Gabridge & Company, PLC
- Serves local units of government and non-profit organizations
- Specializes entirely in governmental and non-profit audit

## Other Services

Gabridge & Company, PLC is able to provide consulting services to its clients throughout the year **at no additional charge**. We feel that it is important to interact with our clients throughout the year, especially with the rapidly changing governmental accounting pronouncements. We find that these proactive discussions will ultimately reduce the upcoming audit workload for both our firm, and more importantly, the staff of the City. Joe Verlin will be your primary contact throughout the year to ensure continuity.

Our consulting services include (but are not limited to); assistance with BS&A, budgeting, general accounting questions, human resource consulting, financial reporting, internal control, grant compliance, implementation and assistance to the City with any new accounting principles required by GASB, or as required by State or Federal Law, etc. Our customer service policy allows us to handle our audit clients informal questions and consultations throughout the year without additional billings, unless the scope of the consultation becomes a project in nature. In these cases, our consulting projects will be documented in an engagement letter that will set forth the timing, scope and related fees.

## Licensed to Practice in Michigan

Gabridge & Company is a CPA firm actively registered to practice public accounting in the State of Michigan. Also, all assigned CPA's from Gabridge & Company are properly registered and licensed to practice in public accounting in Michigan.

## Independence and Conflict of Interest

Gabridge & Company, PLC is independent of the City as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards (2018 revision). Gabridge & Company is also independent of all component units of the City, as defined by the aforementioned standards. Gabridge & Company has had no professional relationships involving the City or any of its agencies, component units or primary governments during the past five years that would impair independence. Lastly, Gabridge & Company will give the City written notice of any professional relationship entered into with the City, or any of its agencies, component units or primary governments during the period of this agreement.

We warrant that no work included within this proposal will be subcontracted by Gabridge & Company, PLC.

Following is a list of all Michigan governmental and nonprofit clients for which our firm has performed an audit for during the past five years:

**Villages**

Village of Bear Lake  
 Village of Benzonia  
 Village of Beulah  
 Village of Decatur  
 Village of Detour  
 Village of Eastlake  
 Village of Elk Rapids  
 Village of Empire  
 Village of Honor  
 Village of Kalkaska  
 Village of Lyons  
 Village of Maple Rapids  
 Village of Morrice  
 Village of Muir  
 Village of Ontonagon  
 Village of Pentwater  
 Village of Pewamo  
 Village of Sheridan  
 Village of Thompsonville

**Townships**

Township of Acme  
 Township of Allegan  
 Township of Almira  
 Township of Arcadia  
 Township of Bear Lake  
 Township of Blue Lake  
 Township of Centerville  
 Township of Cheshire  
 Township of Covert  
 Township of Detour  
 Township of Drummond Island  
 Township of Everett  
 Township of Fredonia  
 Township of Garfield  
 Township of Gilmore  
 Township of Grattan  
 Township of Hagar  
 Township of Hartford  
 Township of Holton  
 Township of Howell  
 Township of LaGrange  
 Township of Mancelona  
 Township of Manistee  
 Township of Otisco  
 Township of Pentwater  
 Township of Pleasanton  
 Township of Salem  
 Township of Solon  
 Township of Stronach  
 Township of Trout Lake  
 Township of Tuscarora  
 Township of Tyrone  
 Township of Vevay  
 Township of Wayland  
 Township of Whitefish  
 Township of Wilson

**Nonprofits**

Another Way Pregnancy Center  
 Alano Club of Kent County  
 Association of Legal Writing Directors  
 Bay Area Recycling for Charities  
 Big Brothers Big Sisters  
 Choices of Manistee County  
 Communities in Schools of MI  
 Community Action of Allegan County  
 Jubilee Jobs  
 Marshall Area Economic Dev. Alliance  
 MI. Center for Clinical Systems Imp.  
 Senior Services of Van Buren County  
 Staircase Youth Services  
 The Ridge Project

**Cities**

City of Auburn  
 City of Boyne City  
 City of Cadillac  
 City of Cheboygan  
 City of Fennville  
 City of Flushing  
 City of Fraser  
 City of Laingsburg  
 City of Marshall  
 City of Menominee  
 City of New Baltimore  
 City of New Buffalo  
 City of Olivet  
 City of Owosso  
 City of Parchment  
 City of Pottsville  
 City of White Cloud

**Counties**

Alger County  
 Allegan County  
 Barry County  
 Calhoun County  
 Cheboygan County  
 Gogebic County  
 Manistee County  
 Missaukee County  
 Montcalm County  
 Oceana County  
 St. Joseph County  
 Tuscola County

**Schools**

Bessemer Area Schools  
 Columbia School District  
 Manistee Area Public Schools  
 Marcellus Community Schools  
 Michigan Center School District  
 North Adams-Jerome Public Schools  
 Waldron Area Schools  
 William C. Abney Academy  
 Woodland School

**Charter Townships**

Charter Township of Breitung  
 Charter Township of Coloma  
 Charter Township of Gun Plain  
 Charter Township of Marquette  
 Charter Township of Muskegon  
 Charter Township of Niles

**Libraries**

Brandon Township Public Library  
 Albion District Library  
 Briggs District Library  
 Cheboygan Area Public Library  
 Coopersville Area District Library  
 Eau Claire District Library  
 Ferndale Area District Library  
 Galesburg-Charleston District Library  
 Grant Area District Library  
 Hartford Library  
 Lakeland Library Cooperative  
 Manistee County Library  
 Maple Rapids Public Library  
 Marshall District Library  
 Newaygo Area District Library  
 Otsego District Library  
 Parchment Community Library  
 Suburban Library Cooperative  
 Watervliet District Library

**Other**

Alger Conservation District  
 Barry County Transit  
 Bear Lake Improvement Board  
 Calhoun County Cons. Dispatch Authority  
 Cass County Transit Authority  
 Central Upper Peninsula Planning and Dev. Com.  
 Coloma City-Charter Township of Coloma Cem.  
 Fennville Area Fire Board  
 Fife Lake Area Utility Authority  
 Firekeepers Local Revenue Sharing Board  
 Jordan Valley Emergency Med. Svcs. Auth.  
 Kent County Conservation District  
 Lake Leelanau Lake Association  
 Lowell Area Fire and Emergency Svcs. Auth.  
 Ludington Mass Transit Authority  
 Manistee 9-1-1 Authority  
 Manistee-Blacker Airport Authority  
 Mason-Oceana 9-1-1  
 Match-E-Be-Nash-She-Wish Rev. Shg. Board  
 Mid-Michigan Area Cable Comm. Consortium  
 Newaygo County Area Promise Zone Authority  
 North Berrien Fire Rescue Board  
 Oceana County Medical Care Facility  
 Owosso Downtown Development Authority  
 Polagon Band Local Revenue Sharing Board  
 Portland Area Fire Authority  
 St. Joseph County Transportation Authority  
 Straits Regional Ride  
 Thornapple Manor  
 Washtenaw County Conservation District  
 West Michigan Regional Planning Commission  
 White Cloud-Sherman Utilities Authority

# Continuing Education and External Quality Control Review

## ***Continuing Education***

Gabridge & Company, PLC and its professional staff members meet all continuing education and external quality control requirements as stated in the U.S. General Accounting Office's Government Auditing Standards (2018 revision).

## ***External Quality Control Review***

Included with this proposal is Gabridge & Company's most recent external quality control review (peer review) for which government engagements were included. The peer review is for the period ended June 30, 2018. Our firm continues to meet the external quality control review requirements by actively monitoring our staff member's continuing education and training (through frequent staff meetings, attending pertinent governmental conferences, and self-study courses focused on governmental accounting and auditing), participating in governmental associations, and internal inspections of audit files by partners not involved with the audit.

## ***Quality Control Procedures***

Some examples of our quality control procedures include:

- Draft versions of audit reports are reviewed by an independent review principal who was not involved with the audit.
- Our audit teams are trained prior to their arrival for fieldwork to ensure audit efficiency and that you will not need to "train the auditor".
- An audit manager or the principal in charge of the audit will be on-site at all times during fieldwork to ensure that a properly trained decision-maker will be available throughout fieldwork.
- The principal in charge of each audit reviews the audit report and related letters with the client prior to finalizing.

# Specific Audit Approach

Our goal is to provide a thorough and quality audit with as little disruption to our clients as possible. We achieve this by emphasizing planning procedures and having audit team members who specialize in governmental audit. For example, prior to our arrival for fieldwork, we will already have a working set of financial statements loaded into our proprietary software and will have identified the audit areas that we feel need to be emphasized in the field. We will know precisely what we need to look at prior to our arrival – this focused approach minimizes disruption to your staff while we are in the field. Also, our staff is made up of employees who specialize in governmental audit and who are fully dedicated to auditing governmental agencies. In other words, our clients will not need to "train the auditors".

### ***Interim Fieldwork and Audit Planning***

During the interim fieldwork and audit planning phase, we gain an understanding of your current year operations, evaluate the reliability of your internal controls, identify any issues that may have audit significance, and complete planning in preparation for final audit fieldwork. Based on the information that we obtain during this phase, we can determine your general areas of audit risk, the extent to which we can rely on your internal controls for our audit testing, and whether any significant audit issues need to be discussed so they can be resolved prior to the start of fieldwork. Some of the areas addressed at this time include documentation of internal controls, preparation of confirmations as necessary, review of minutes, completion of the preliminary analytical procedures review, and tailoring the current year audit work programs.

### ***Final Fieldwork***

As we complete our interim fieldwork and engagement planning, you will be provided with a listing of audit schedules required for final fieldwork. Many of the schedules will be similar to what you have prepared for previous audits and may be provided to us in an electronic format. The final fieldwork phase of the audit will generally commence once the books are closed and the appropriate audit schedules have been completed. During this phase, we will perform the appropriate tests of account balances, using sampling, substantive, and analytical review procedures, in order to form an opinion on the financial statements as a whole.

Areas that we will test using substantive procedures include (not intended to be an all-inclusive list):

**Cash and cash equivalents** – we will inspect bank account reconciliations and prepare bank account confirmations to ensure that the balances agree to the financial statements.

**Accounts receivable** – we will test certain balances by using a combination of analytical procedures and tracing year end balances to subsequent receipts.

**Interfund transactions** – we will review the schedule of interfund transfers and balances to ensure that all entries are reconciled and eliminated properly for government-wide presentation.

**Capital assets** – we will obtain a depreciation lapse schedule and verify key additions by inspecting vouchers, while also testing the adequacy of depreciation expense.

**Accounts payable** – we will obtain a year end accounts payable aging report and test for accuracy by inspecting certain vouchers. We will also review subsequent expenditures (after year end) searching for possible unrecorded liabilities as of year-end.

**Accrued payroll** – We will obtain payroll registers for payrolls issued after year end and compare to the schedule of accrued salaries and wages. We will also test the year end balances for payroll taxes by tracing year end liabilities to their payments, while comparing to payroll forms.

**Compensated absences** – We will obtain a year end value of compensated absences and validate the balance by comparing to the employee handbook and / or union contracts.

**Long-term debt** – We will obtain a year end schedule of long-term debt and verify the accuracy of the current portion of long-term debt by reviewing amortization schedules. We will also confirm certain balances by inspecting vouchers or sending confirmations to lenders.

**Equity** – We will ensure that the beginning fund balance and net assets amounts agree to the prior year ending balances.

**Property Taxes** – We will examine taxable values and the City's millages to ensure that the tax revenues are properly supported and allocated to the proper funds.

**State and Federal Grants** – We will compare state and federal grant revenues and substantiate the activity with Treasury reports and grant documents. We will also review federal grant and loan activity verifying consistency between the financial statements and the Schedule of Expenditures of Federal Awards (if applicable).

***Type and Extent of Statistical Sampling to be Used in the Engagement***

Statistical sampling will be used extensively during field work to assist with our testing procedures. Sample size will be based primarily on the level of risk assigned to a given financial statement assertion, the potential magnitude of misstatement, the potential for non-compliance, and other factors based on our professional judgment. Most often the range of our sample size is between 25 and 40 items. We affirm that adequate tests of transactions will be performed.

***Type and Extent of Analytical Procedures to be Used in the Engagement***

Analytical procedures also will be used extensively during our planning and final fieldwork stages. We will rely on our analytical procedures to determine what areas may need additional attention based on the size of deviation from our expectations. Analytical procedures will be applied using key ratios compared to budget and historical figures. Areas with large "gaps" between actual and expected amounts will receive additional attention in the field, and the results of the extra attention will be documented and substantiated. Lastly, during field work we will gather sufficient audit documentation, clear all open items, complete our audit programs, and our quality control documents will be completed and reviewed.

***Approach to be Taken to Document an Understanding of Internal Controls***

As auditors for a significant number of governmental units, we have a good understanding of the significant areas of internal control that need to be tested and documented. We have tailored client questionnaires for each significant transaction class that allow our clients to review and document any changes in procedures in a timely and efficient manner. We then review the questionnaires and utilize them as a base for documenting our related tests and walkthroughs.

***Approach to Determining Laws and Regulations that will be Subject to Audit Test Work***

We have accumulated an extensive list of the significant laws and regulations that apply to governmental entities. Each year we review that list in relation to new State, Federal, and industry guidelines and make modifications as appropriate. During fieldwork, the list is reviewed with client personnel to ensure compliance with the identified laws and regulations.



**RINGO**  
 & ASSOCIATES, P.C.  
 Certified Public Accountants

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 www.ringocpas.com

**Report on the Firm's System of Quality Control**

March 28, 2019

To the Shareholder of Gabridge & Co.  
 and the Peer Review Committee of the Michigan Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Gabridge & Co. (the firm) in effect for the year ended June 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, included a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Gabridge & Co. in effect for the year ended June 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Gabridge & Co. has received a peer review rating of *pass*.

Ringo & Associates, PC

|                  | BPU<br>2020   | City<br>2020 | Single<br>Audit | BPU<br>2021 | City<br>2021 | Single<br>Audit | BPU<br>2022 | City<br>2022 | Single<br>Audit | BPU<br>2023 | City<br>2023 | Single<br>Audit | BPU<br>2024 | City<br>2024 | Single<br>Audit | Totals  | Variance | % of<br>Increase |  |
|------------------|---|--------------|-----------------|-------------|--------------|-----------------|-------------|--------------|-----------------|-------------|--------------|-----------------|-------------|--------------|-----------------|---------|----------|------------------|--|
| Rehmann Robson   |   | 29,500       | 5,000           |             | 30,650       | 5,200           |             | 31,900       | 5,400           |             | 33,150       | 5,625           |             | 34,500       | 5,850           | 186,775 | 44,975   | 31.72%           |  |
| Maner Costerisan | 11,100  | 15,000       | 3,500           | 11,500      | 15,600       | 3,600           | 12,000      | 16,200       | 3,700           | 12,500      | 16,900       | 3,800           | 13,000      | 17,600       | 3,900           | 159,900 | 18,100   | 12.76%           |  |
| Willis & Jurasek | 10,400  | 15,600       | 2,500           | 10,400      | 15,600       | 2,500           | 10,800      | 16,200       | 2,500           | 11,200      | 16,800       | 2,500           | 11,400      | 17,100       | 2,500           | 148,000 | 6,200    | 4.37%            |  |
| Gabridge & Co.   | 11,260  | 13,700       | 3,000           | 11,322      | 13,838       | 3,000           | 11,412      | 13,948       | 3,000           | 11,502      | 14,058       | 3,000           | 11,592      | 14,168       | 3,000           | 141,800 |          |                  |  |
|                  | Rehmann Robson is the highest bidder and did not brake out the BPU from the City as requested in the RFP.   |              |                 |             |              |                 |             |              |                 |             |              |                 |             |              |                 |         |          |                  |  |
|                  | Gabridge & Company: Only submitted two copies of their proposal. The RFP specifically stated to submit 3 copies. I don't recommend throwing out the bid for this technicality. Bid included a 20% discount (\$6,240) for 2020, without which would make their total \$240 more than Willis & Jurasek's for that year. They gave us the discount because they have significantly more capacity within their Sturgis office after June 30 given the volume of tax work that they handle in that office. |              |                 |             |              |                 |             |              |                 |             |              |                 |             |              |                 |         |          |                  |  |
|                  | Willis & Jurasek submitted their proposal to the BPU drop box on Monday, March 30, 2020 at 10:30 a.m. at Bonnie's instruction due to the absence of anyone being in the Clerk's Office and the building being closed due to the Coronavirus. We have had 10 years of experience with them. They did our audit from 2004 - 2013. Lowest bid for the BPU and single audits for all five years.  |              |                 |             |              |                 |             |              |                 |             |              |                 |             |              |                 |         |          |                  |  |
|                  | We paid CHBW \$28,585 for the 2019 audit including the single audit; in 2018 we paid \$27,640.75 and \$30,147.75 in 2017. Based on these numbers we have been paying at least 2% more than what the lowest bidder is proposing.   |              |                 |             |              |                 |             |              |                 |             |              |                 |             |              |                 |         |          |                  |  |
|                  | My recommendation would be to go with the lowest bidder, Gabridge and Company upon checking several references.   |              |                 |             |              |                 |             |              |                 |             |              |                 |             |              |                 |         |          |                  |  |





# City of Hillsdale, Michigan

## BID SHEET

Project: REQUEST FOR AUDIT PROPOSALS

Date: 3/30/20 1:00PM

2020-2

| Company            | 2020<br>Base Fees     | 2021<br>1             | 2022<br>1             | TOTAL: 2023<br>OPTION 2 | 2024  |
|--------------------|-----------------------|-----------------------|-----------------------|-------------------------|---|
| GARRIDGE & COMPANY | 24,960. <sup>00</sup> | 25,160. <sup>00</sup> | 25,360. <sup>00</sup> | 25,520. <sup>00</sup>   | 25,760. <sup>00</sup>                               |
| REHMANN            | 34,500. <sup>00</sup> | 35,850. <sup>00</sup> | 37,300. <sup>00</sup> | 39,775. <sup>00</sup>   | 40,350. <sup>00</sup><br>* INCLUDE<br>SINGLE<br>FEE |
| MANER COSTERISAN   | 29,600. <sup>00</sup> | 30,700. <sup>00</sup> | 31,900. <sup>00</sup> | 33,200. <sup>00</sup>   | 34,500. <sup>00</sup>                               |
| WILLIS & JURASEK   | 26,000. <sup>00</sup> | 26,000. <sup>00</sup> | 27,000. <sup>00</sup> | 28,000. <sup>00</sup>   | 28,500. <sup>00</sup><br>* \$4                      |
|                    |                       |                       |                       |                         |   |
|                    |                       |                       |                       |                         |   |
|                    |                       |                       |                       |                         |   |
|                    |                       |                       |                       |                         |   |

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** May 4, 2020

**Agenda Item:** New Business

**SUBJECT:** Contract for a Federal/State/Local Airport Project (Fuel Farm)

**BACKGROUND PROVIDED BY:** David Mackie, City Manager

This year's project in the Airport's 10-year Capital Improvement Plan is the construction of a new fuel farm adjacent to the new apron. The attached contract is for the construction phase of the project, which includes an authorization resolution, sponsor certifications and MDOT Aero contract. The total cost of construction is \$591,160 with the City's share of \$29,558 being covered by the Federal government. The fuel facility will help facilitate the increased fueling demand at the Airport.

**RECOMMENDATION:**

Approve Resolution No. 3414 authorizing the Mayor and City Clerk, on behalf of the City of Hillsdale, to enter into and execute MDOT Contract No. 2020-0527 and all supporting documents necessary to facilitate the design phase of a new fuel farm.

**CITY OF HILLSDALE, MICHIGAN**

**RESOLUTION NO. 3414**

WHEREAS the City of Hillsdale has the authority to enter into a contract with the Michigan Department of Transportation (MDOT) for State and/or Federal funds for airport related services; and

WHEREAS the City of Hillsdale has a demonstrated need for a new fuel farm; and

WHEREAS MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

WHEREAS the City of Hillsdale and MDOT are in agreement as stated in Contract No. 2020-0527 to the terms and conditions; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Clerk are authorized to enter into and execute on behalf of the City of Hillsdale Contract No. 2020-0527 with the MDOT for the construction of a new fuel farm.

ADOPTED IN OPEN COUNCIL MEETING THIS 4<sup>th</sup> DAY OF May, 2020.

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Adam Stockford, Mayor

---

Katy Price, City Clerk

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**CITY OF HILLSDALE**  
**CONTRACT FOR A FEDERAL/STATE/LOCAL**  
**AIRPORT PROJECT**  
**UNDER THE BLOCK GRANT PROGRAM**

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation (MDOT) and City of Hillsdale (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Hillsdale Municipal Airport , whose associated city is Hillsdale , Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated April 9, 2020 attached hereto and made a part hereof.

**PROJECT DESCRIPTION: CONSTRUCT TAXIWAY - PARALLEL C PHASE 2 - DESIGN; CONSTRUCT FUEL FARM - NEW TERMINAL AREA (10,000 GALLON JET A & 5,000 GALLON 100LL) - CONSTRUCTION.**

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 6, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
  - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.

- b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
  - c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 13 at the time of award of the amendment for approved work.

9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

|                                     |                    |
|-------------------------------------|--------------------|
| Federal Share .....                 | \$637,200.00       |
| Maximum MDOT Share .....            | \$35,400.00        |
| SPONSOR Share .....                 | <u>\$35,400.00</u> |
| <i>Estimated</i> PROJECT COST ..... | \$708,000.00       |

12. The PROJECT COST will be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.



MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by MDOT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of MDOT.

18. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor")

further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof.

19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award through twenty (20) years .
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF HILLSDALE

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

**EXHIBIT 1**

**HILLSDALE MUNICIPAL AIRPORT  
HILLSDALE, MICHIGAN**

Project No. B-26-0044-2920  
Job Nos. 202152CON & 202252PE

April 9, 2020

|  | Federal          | State           | Local           | Total            |               |
|--|------------------|-----------------|-----------------|------------------|---------------|
| <b>ADMINISTRATION</b>  | \$900            | \$50            | \$50            | \$1,000          |               |
| DEPARTMENT-AERO  | \$450            | \$25            | \$25            | \$500            | Job 202252PE  |
| DEPARTMENT-AERO  | \$450            | \$25            | \$25            | \$500            | Job 202152CON |
| <b>PLANNING</b>  | \$0              | \$0             | \$0             | \$0              |               |
| <b>DESIGN</b>  | \$87,750         | \$4,875         | \$4,875         | \$97,500         |               |
| Construct Taxiway - Parallel C<br>Phase 2  |                  |                 |                 |                  |               |
| AERO - Design  | \$3,799          | \$211           | \$211           | \$4,221          | Job 202252PE  |
| CONSULTANT - Design  | \$83,951         | \$4,664         | \$4,664         | \$93,279         | Job 202252PE  |
| <b>CONSTRUCTION</b>  | \$548,550        | \$30,475        | \$30,475        | \$609,500        |               |
| Construct Fuel Farm - New<br>Terminal Area (10,000 gallon Jet A<br>& 5,000 gallon 100LL) | \$531,900        | \$29,550        | \$29,550        | \$591,000        | Job 202152CON |
| AERO - Construction  | \$3,173          | \$176           | \$176           | \$3,525          | Job 202152CON |
| CONSULTANT - Construction  | \$13,477         | \$749           | \$749           | \$14,975         | Job 202152CON |
| <b>TOTAL PROJECT BUDGET</b>  | <b>\$637,200</b> | <b>\$35,400</b> | <b>\$35,400</b> | <b>\$708,000</b> |               |

Federal Billing Breakdown (Job 202152CON):

|         |           |            |  |
|---------|-----------|------------|--|
| Bill #1 | \$36,174  | SBGP 9616  | Grant Award Date: 8/22/16<br>Expires 8/21/20 |
| Bill #2 | \$65,449  | SBGP 9817  | Grant Award Date: 7/24/17                    |
| Bill #3 | \$150,000 | SBGP 10318 | Grant Award Date: 7/30/18                    |
| Bill #4 | \$147,377 | SBGP 10719 | Grant Award Date: 9/24/19                    |
| Bill #5 | \$150,000 | SBGP 11220 | Grant Award Date: Pending                    |

Federal Billing Breakdown (Job 202252PE):

|         |          |            |                           |
|---------|----------|------------|---------------------------|
| Bill #1 | \$39,905 | SBGP 9817  | Grant Award Date: 7/24/17 |
| Bill #2 | \$48,295 | SBGP 10719 | Grant Award Date: 9/24/19 |

Letting Information: 01/17/20 Job 202152CON  
(Local Let)

Period of Performance End Date: 06/01/21

MAC Approval: 03/25/20

**ATTACHMENT X**

**REQUIRED FOR ALL PROJECTS  
Notification of Required Federal Program Information to  
Sub-recipients for Federal Funding**

1. Does this project receive Federal funds? Yes
2. Recipient's Name: City of Hillsdale
3. Recipient's DUNS Number: 07-756-3401
4. Amount of Federal funds: \$637,200.00
5. Federal Grant Number(s): 9616,9817,10318,10719,11220
6. Grant Award Date(s): 8/22/16,7/24/17,7/30/18,9/24/19, / /
7. MDOT Project Number: B-26-0044-2920
8. Project Description: Construct Taxiway - Parallel C Phase 2 - Design; Construct Fuel Farm - New Terminal Area (10,000 gallon Jet A & 5,000 gallon 100LL) - Construction.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106  
Federal Aviation Administration  
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-096-2016,098-2017,103-2018,107-2019,112-2020
11. Federal Award Date: 8/22/16,7/24/17,7/30/18,9/24/19, / /
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 06/01/21
14. Amount of Federal Funds obligated by this action: \$637,200.00
15. Total amount of Federal Funds obligated: \$637,200.00
16. Total amount of the Federal award: \$637,200.00
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:  
Director Paul C. Ajegba, P.E.  
Michigan Department of Transportation  
425 West Ottawa Street  
Lansing, MI 48909

19. Is this a Research and Development award? No

20. Indirect cost rate for the Federal award (if applicable): N/A

## ATTACHMENT 6

### SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS WITH BID OPENINGS HANDLED BY THE SPONSOR

1. The "PROJECT COST" is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The SPONSOR is responsible for obtaining bids for the PROJECT work and will make a recommendation to the DEPARTMENT to award a contract. The recommendation to award a contract will include a summary of all bids received. If the SPONSOR recommends awarding a contract to other than the lowest bidder, a written explanation detailing the SPONSOR's rationale will be provided.
4. The SPONSOR will have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.
5. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the SPONSOR. The vendor's invoice must be for eligible PROJECT work and signed and dated noting the SPONSOR's approval.
6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT's "Project Engineer's Manual" for airport construction. Any contract modifications determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.



In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
  - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
  - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated cost thereof.
  - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
  8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
  9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT a prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

11. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.
12. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and that are directly and substantially related to the actual air transportation of passengers or property.
13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
  - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
  - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14. If PROJECT COSTS are related to a fuel facility, the SPONSOR will assure that aviation fuel will be available at the airport on a year-round basis for a period of not less than ten (10) years from the effective date of this Contract.

The SPONSOR will obtain from the installer and provide to the DEPARTMENT a certification that the tank(s) were installed in accordance with federal and state requirements.



**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**Appendix B**  
*(Aeronautics)*

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21**  
**CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



(Revised October 2, 2014)

**APPENDIX C**  
**Assurances that Recipients and Contractors Must Make**  
**(Excerpts from US DOT Regulation 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

# APPENDIX F

## GENERAL CONDITIONS

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

# APPENDIX F

## 9. Suspension or Debarment.

The State must:

- A. Immediately disclose to the FAA whenever the State:
  - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
  - 2. Suspends or debars a contractor, person or entity.

The Subgrantee must:

- B. When entering into "covered transactions", as defined by 2 CFR 180.200:
  - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
    - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - 2. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-Tier transactions (e.g. Sub-contracts).

## 10. Ban on Texting When Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

# APPENDIX F

## **11. Trafficking in Persons.**

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
  - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
  - i. Is determined to have violated the Prohibitions; or
  - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
    - 1. Associated with performance under this agreement; or
    - 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

**12. Exhibit A Included with Grant Application.** The Exhibit “A” updated 11/6/14, submitted with the project application is made a part of this grant agreement.

## **13. Co-Sponsor.**

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

## **14. Audits for Public Sponsors.**

A subgrantee expending \$750,000 or more of Federal awards in a fiscal year must conduct a single or program specific audit in accordance with 2 CFR part 200 part 200.

## APPENDIX F

### **15. System for Award Management (SAM) Registration and Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the subgrantee is exempted from this requirement under 2 CFR 25.110, the subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
3. Data Universal Numbering System: DUNS number means the nine-digit number Established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (866-606-8220) or on the web at <http://fedgov.dnb.com/webform>.

### **16. Employee Protection from Reprisal.**

A. Prohibition of Reprisals-

1. In accordance with 41U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or vii. A Federal or State regulatory enforcement agency.

## APPENDIX F

- B. Submission of Complaint- A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint- A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspector General- Actions, limitations and exceptions of the Inspector General's office are established under 41U.S.C. § 4712 (b).
- E. Assumption of Rights to Civil Remedy- Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41U.S.C. § 4712(c).

### 17. Land Acquisition.

- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                               | Special Conditions  |
|---------------------------|---|---|
| Airport                   | ARFF and SRE :<br>Equipment Acquisition       | <b>ARFF and SRE EQUIPMENT AND VEHICLES:</b> The Sponsor agrees that it will:<br>1) house and maintain the equipment in a state of operational readiness on and for the airport;<br>2) provide the necessary staffing and training to maintain and operate the vehicle and equipment;<br>3) restrict the vehicle to on-airport use only;<br>4) restrict the vehicle to the use for which it was intended; and<br>5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).  |
| Airport                   | Equipment Replacement<br>such as ARFF and SRE | <b>EQUIPMENT OR VEHICLE REPLACEMENT:</b> The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.  |
| Airport                   | ARFF Equipment - Off-Airport Storage          | <b>OFF-AIRPORT STORAGE OF ARFF VEHICLE:</b> The Sponsor agrees that it will:<br>1) house and maintain the vehicle in a state of operational readiness for the airport;<br>2) provide the necessary staffing and training to maintain and operate the vehicle;<br>3) restrict the vehicle to airport use only;<br>4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ;<br>5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and<br>6) submit a copy of the executed agreement to the FAA. |
| Airport                   | AWOS  | <b>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</b> The Sponsor agrees that it will:<br>1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA;<br>2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation  |

<sup>1</sup> Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                                   | Special Conditions  |
|---------------------------|---|---|
|                           |   | <p>requirements for the AWOS;<br/>           3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and<br/>           4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>  |
| Airport                   | ALP & AIP Funded Construction                     | <p><b>AIRPORT LAYOUT PLAN:</b> The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.</p>   |
| Airport                   | Lighting - Operation and Maintenance              | <p><b>LIGHTING:</b> The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>   |
| Airport                   | Temporary NAVAIDS                                 | <p><b>TEMPORARY NAVAIDS:</b> The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.</p> |
| Airport                   | Construction on land not yet acquired/ Good Title | <p><b>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED:</b> The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.</p>   |
| Airport                   | Construction on land not yet acquired/ Good Title | <p><b>TITLE EVIDENCE:</b> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) <u>N/A</u> until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.</p>   |



# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project  | Special Conditions   |
|---------------------------|--|--|
| Airport                   | DBE Plan   | <b>DBE PLAN:</b> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.   |
| Airport                   | Environmental<br>(Required for All Projects)                     | <b>ENVIRONMENTAL:</b> The environmental approval for this project was issued on 5/22/19 for the Const/Imp Fuel Farm-Terminal Area and on 4/01/20 for the Construct Twy Parallel C-Phase 2. This project includes the following mitigation measures:<br><br><u>N/A</u><br><br>The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project. |
| Airport                   | EMAS   | <b>EMAS BLOCK PRE-PURCHASE:</b> The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks.<br><br>The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.                                |
| Airport                   | Equipment  | <b>EQUIPMENT ACQUISITION:</b> The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.   |
| Airport                   | Equipment - Friction Measuring Device                            | <b>FRICION MEASURING DEVICES:</b> The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.   |
| Airport                   | NAVAIDS - ILS<br><br>Note that in general, Category I ILS are no | <b>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</b> The Sponsor agrees that it will:<br>1) Prior to commissioning, assure the equipment meets the FAA's  |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project   | Special Conditions   |
|---------------------------|---|--|
|                           | longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval. | standards; and<br>2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.   |
| Airport                   | Fence - Wildlife  | <b>WILDLIFE FENCE:</b> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.  |
| Airport                   | Land - Revise Exhibit "A" Property Map  | <b>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</b> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.  |
| Airport                   | Land acquisition -Future Land   | <b>FUTURE DEVELOPMENT LAND:</b> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.                        |
| Airport                   | Master Plan - Coordination  | <b>COORDINATION:</b> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation. |
| Airport                   | NAVAIDS -Operations and maintenance   | <b>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</b> The Sponsor agrees that it will:<br>1) Provide for the continuous operation and maintenance of any   |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project   | Special Conditions   |
|---------------------------|---|--|
|                           |   | <p>navigational aid funded under this subgrant agreement during the useful life of the equipment;</p> <p>2) Prior to commissioning, assure the equipment meets the FAA's standards; and</p> <p>3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.</p>  |
| Airport                   | New or Replacement Airport  | <p><b>SITE SELECTION:</b> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.</p>   |
| Airport                   | Non-AIP Utility Proration<br>(Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98) | <p><b>UTILITIES PRORATION:</b> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent.</p>   |
| Airport                   | Utility Relocation  | <p><b>UTILITY RELOCATION IN PROJECT:</b> The Sponsor understands and agrees that:</p> <p>1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;</p> <p>2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and</p> <p>3) the utilities exclusively serve the Airport;</p>   |
| Airport                   | Obstruction Removal   | <p><b>OBSTRUCTION REMOVAL:</b> The Sponsor agrees to clear Parcel(s) <u>N/A</u>, as shown on Exhibit "A" Property Map, of the following obstructions: <u>N/A</u> prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.</p>  |
| Airport                   | Pavement  | <p><b>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</b> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <p>1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific</p> |

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project | Special Conditions   |
|---------------------------|-----------------|--|
|                           |                 | <p>guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;</p> <ol style="list-style-type: none"> <li>2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;</li> <li>3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:               <ol style="list-style-type: none"> <li>a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:                   <ol style="list-style-type: none"> <li>1) location of all runways, taxiways, and aprons;</li> <li>2) dimensions;</li> <li>3) type of pavement, and;</li> <li>4) year of construction or most recent major rehabilitation.</li> </ol> </li> <li>b. Inspection Schedule.                   <ol style="list-style-type: none"> <li>1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.</li> <li>2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.</li> </ol> </li> </ol> </li> <li>4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:               <ol style="list-style-type: none"> <li>a. inspection date;</li> <li>b. location;</li> <li>c. distress types; and</li> <li>d. maintenance scheduled or performed.</li> </ol> </li> </ol> <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p> |

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project              | Special Conditions   |
|---------------------------|------------------------------|--|
| Airport                   | Pavement Exceeding \$500,000 | <p><b><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u></b><br/>           The Sponsor agrees to:</p> <ul style="list-style-type: none"> <li>a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum:               <ul style="list-style-type: none"> <li>(1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.</li> <li>(2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.</li> <li>(3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).</li> <li>(4) Qualifications of engineering supervision and construction inspection personnel.</li> <li>(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.</li> <li>(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.</li> </ul> </li> <li>b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.</li> </ul> |

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project      | Special Conditions   |
|---------------------------|----------------------|--|
|                           |                      | <p>c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p> |
| Airport                   | Pavement maintenance | <p><b><u>MAINTENANCE PROJECT LIFE:</u></b> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>   |
| Airport                   | RPZ Acquisition      | <p><b><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u></b> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>   |
| Airport                   | RPZ Acquisition      | <p><b><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u></b> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.</p>   |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project  | Special Conditions  |
|---------------------------|--|---|
| Airport                   | <p><b>RPZ Future Acquisition</b><br/> <b>(This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).</b></p> | <p><b>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</b> Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire <u>N/A</u> in the Runway Protection Zones for runways that presently are not under its control within <u>N/A</u> years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>   |
| Airport                   | <p><b>VALE equipment</b></p>   | <p><b>LOW EMISSION SYSTEMS:</b> The Sponsor agrees that vehicles and equipment included in this subgrant:</p> <ol style="list-style-type: none"> <li>1) will be maintained and used at the airport for which they were purchased ;</li> <li>2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA;</li> <li>3) will be clearly labeled using the FAA-designed VALE program emblem;</li> <li>4) will be replaced, at the Sponsor’s own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer.</li> </ol> <p>The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.</p> |
| Airport                   | <p><b>VALE Recharging System</b></p>   | <p><b>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</b> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.</p>   |

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                        | Special Conditions   |
|---------------------------|--|--|
| Airport or Noise          | Building Allowable Costs (Prorate)     | <b>BUILDING AIP PRORATION:</b> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent of the actual cost of the entire building.  |
| Airport or Noise          | Noise Land                             | <b>ACQUISITION OF NOISE LAND:</b> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.   |
| Airport or Noise          | Noise - Annual Report                  | <b>ANNUAL NOISE REPORT:</b> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information:<br><ol style="list-style-type: none"> <li>1) Total noise subgrant funds expended during the fiscal year.</li> <li>2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP).</li> <li>3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP.</li> <li>4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP.</li> <li>5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.</li> <li>6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP.</li> <li>7) Other information as required by the FAA.</li> </ol> |
| All Sponsor Types         | Plans and Specifications               | <b>PLANS AND SPECIFICATIONS PRIOR TO BIDDING:</b> The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.   |
| All Sponsor Types         | Plans and Specifications Certification | <b>PLANS &amp; SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:</b> The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies,  |



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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                               | Special Conditions   |
|---------------------------|---|--|
|                           |   | <p>standards, and specifications approved by the FAA. The Sponsor understands that:</p> <ol style="list-style-type: none"> <li>1)The Sponsor’s certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;</li> <li>2)The FAA’s acceptance of a Sponsor’s certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;</li> <li>3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</li> </ol>   |
| All Sponsor Types         | Design-Only Subgrants                         | <p><b>DESIGN SUBGRANT:</b> This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within <b>four (4)</b> years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.</p> |
| All Sponsor Types         | Force account                                 | <p><b>FORCE ACCOUNT:</b> The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor’s own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.</p>  |
| All Sponsor Types         | Land Acquisition - Revenue and Program Income | <p><b>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</b> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor’s matching share of any</p>  |

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                 | Special Conditions  |
|---------------------------|---------------------------------|---|
|                           |                                 | subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.   |
| All Sponsor Types         | Land acquisition - Relocation   | <b>UNIFORM RELOCATION ACT:</b> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.  |
| All Sponsor Types         | Noise - mitigation              | <b>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</b> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.   |
| All Sponsor Types         | Noise Mitigation – Private Land | <p><b>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</b> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> <li>1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests.</li> <li>2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.</li> <li>3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.</li> <li>4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20</li> </ol> |

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project         | Special Conditions  |
|---------------------------|-------------------------|---|
|                           |                         | years from the date of the Sponsor's acceptance of federal aid for the project.   |
| All Sponsor Types         | Non AIP work in project | <p><b><u>NON-AIP WORK IN APPLICATION:</u></b> The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> <li>1) the Project includes the planning and/or construction of <u>N/A</u> that is not being funded with any Federal funding in this project ;</li> <li>2) although the Sponsor has estimated a total project cost of <u>\$N/A</u>, the total allowable cost for purposes of determining federal participation will not exceed <u>\$N/A</u>;</li> <li>3) it must maintain separate cost records for the AIP and non-AIP work;</li> <li>4) all cost records must be made available for inspection and audit by the FAA;</li> <li>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</li> <li>6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed <u>\$N/A</u>, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.</li> </ol> |
| All Sponsor Types         | Planning Scope of Work  | <p><b><u>PRELIMINARY SCOPE OF WORK:</u></b> This Subgrant is made and accepted upon the basis of a <b>preliminary scope of work</b>. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.</p>  |
| Airport - Non-primary     | Fuel farms              | <p><b><u>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS:</u></b> This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system</p>   |

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project           | Special Conditions   |
|---------------------------|---------------------------|--|
|                           |                           | for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.  |
| Airport - Non-primary     | Revenue Producing Project | <b>REVENUE PRODUCING PROJECT:</b> The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. |
| Airport                   | Land Acquisition          | <b>LAND ACQUISITION:</b> The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.   |



## INSTRUCTIONS

### PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

### MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development  
P.O. Box 30050  
Lansing, Michigan 48909  
Questions about this form? Call Toll-free, 1-866-DBE-1264



U.S. Department of  
Transportation

**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Hillsdale

Airport: Hillsdale Municipal Airport

Project Number: B-26-0044-2920

Description of Work: Construct Taxiway - Parallel C Phase 2 - Design; Construct Fuel Farm - New Terminal Area (10,000 gallon Jet A & 5,000 gallon 100LL) – Construction.

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes    No    N/A



5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
  - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
  - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- Yes  No  N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes  No  N/A

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
(Day) (Month)

Name of Sponsor: \_\_\_\_\_

Printed/Typed Name of Sponsor's Authorized Official: \_\_\_\_\_

Printed/Typed Title of Sponsor's Authorized Official: \_\_\_\_\_

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation

Federal Aviation  
Administration

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Hillsdale

Airport: Hillsdale Municipal Airport

Project Number: B-26-0044-2920

Description of Work: Construct Taxiway - Parallel C Phase 2 - Design; Construct Fuel Farm - New Terminal Area (10,000 gallon Jet A & 5,000 gallon 100LL) – Construction.

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).  
 Yes  No  N/A
  
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. Yes  No  N/A
  
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).  
 Yes  No  N/A
  
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
  - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
  - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. Yes  No  N/A
  
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).  
 Yes  No  N/A

Site(s) of performance of work (2 CFR § 182.230):

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
(Day) (Month)

Name of Sponsor: \_\_\_\_\_

Printed/Typed Name of Sponsor's Authorized Official: \_\_\_\_\_

Printed/Typed Title of Sponsor's Authorized Official: \_\_\_\_\_

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation

**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: City of Hillsdale

Airport: Hillsdale Municipal Airport

Project Number: B-26-0044-2920

Description of Work: Construct Taxiway - Parallel C Phase 2 - Design; Construct Fuel Farm - New Terminal Area (10,000 gallon Jet A & 5,000 gallon 100LL) – Construction.

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No



3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
(Day) (Month)

Name of Sponsor: \_\_\_\_\_

Printed/Typed Name of Sponsor's Authorized Official: \_\_\_\_\_

Printed/Typed Title of Sponsor's Authorized Official: \_\_\_\_\_

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

# **City of Hillsdale Agenda Item Summary**

**Meeting Date: May 4, 2020**

**Agenda Item: New Business**

**SUBJECT: Michigan Council for Arts and Cultural Affairs (MCACA) Grant  
Application for Dawn Theater**

**BACKGROUND PROVIDED BY:**

In October of 2015 the City of Hillsdale Tax Increment Finance Authority (TIFA) purchased the Dawn Theater from the previous owner in an attempt to get this historic theater redeveloped. The City of Hillsdale has been awarded a grant from Michigan Economic Development Corporation (MEDC) to rehabilitate the Dawn Theater with TIFA still responsible for a portion.

The Michigan Council for Arts and Cultural Affairs has a one-to-one matching grant opportunity to assist with Capital Improvements to the Dawn Theater up to \$100,000. TIFA is going to write a grant request to Michigan Council for Arts and Council Affairs in the amount of \$97,825 to help cover the cost of the roof repair, restoration of historic windows and doors, the conveying system/wheel chair lift, a fire suppression system and audio-visual design.

**RECOMMENDATION:**

Staff recommends that City Council give the City Manager authority to sign and submit the Michigan Council for Arts and Cultural Affairs grant application for the Dawn Theater in the amount of \$ 97,825.

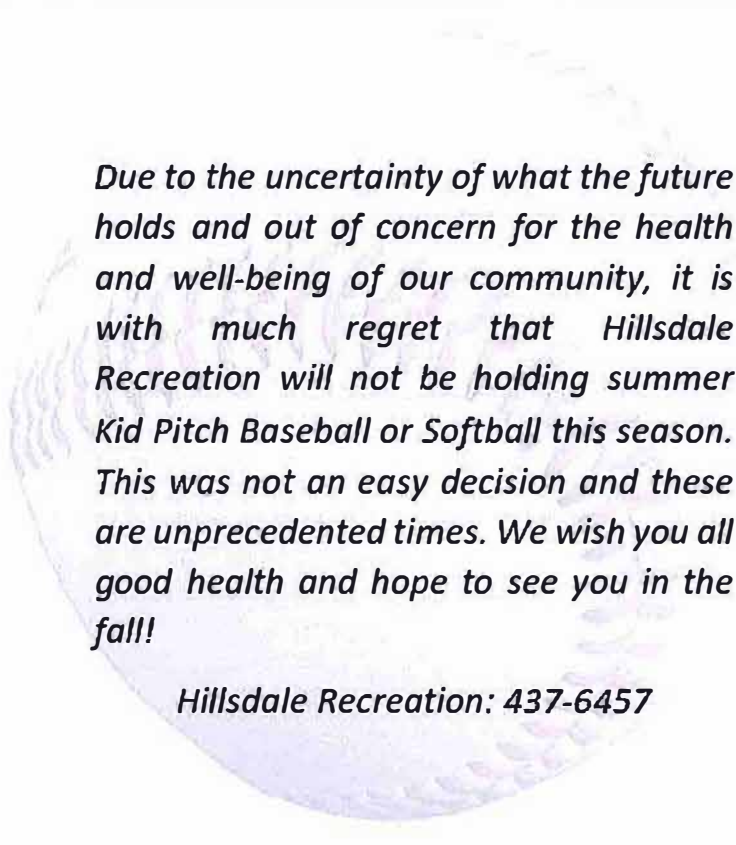
**Katy Price**

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**Subject:** FW: Season Cancellation

**From:** Michelle Loren  
**Sent:** Tuesday, April 28, 2020 2:25 PM  
**Subject:** Season Cancellation

*Please let the kids know I am just as disappointed as they are. If, by some chance things change and we can pull something fun together, we'll make it happen. Refunds are in process. Please feel free to contact the Rec Dept. with any questions or concerns.*



*Due to the uncertainty of what the future holds and out of concern for the health and well-being of our community, it is with much regret that Hillsdale Recreation will not be holding summer Kid Pitch Baseball or Softball this season. This was not an easy decision and these are unprecedented times. We wish you all good health and hope to see you in the fall!*

**Hillsdale Recreation: 437-6457**

**Michelle Loren**

City of Hillsdale  
97 North Broad Street  
Hillsdale, Michigan 49242  
517.437.6457  
Fax: 517.437.6448  
Email: [recreation@cityofhillsdale.org](mailto:recreation@cityofhillsdale.org)  
[www.cityofhillsdale.org](http://www.cityofhillsdale.org)





## Executive Order 2020-69 (COVID-19)

### EXECUTIVE ORDER

#### No. 2020-69

### Temporary restrictions on the use of places of public accommodation

#### Rescission of Executive Order 2020-43

The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person. There is currently no approved vaccine or antiviral treatment for this disease.

On March 10, 2020, the Department of Health and Human Services identified the first two presumptive-positive cases of COVID-19 in Michigan. On that same day, I issued Executive Order 2020-4. This order declared a state of emergency across the state of Michigan under section 1 of article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401 et seq., and the Emergency Powers of the Governor Act of 1945, 1945 PA 302, as amended, MCL 10.31 et seq.

Since then, the virus spread across Michigan, bringing deaths in the thousands, confirmed cases in the tens of thousands, and deep disruption to this state's economy, homes, and educational, civic, social, and religious institutions. On April 1, 2020, in response to the widespread and severe health, economic, and social harms posed by the COVID-19 pandemic, I issued Executive

Order 2020-33. This order expanded on Executive Order 2020-4 and declared both a state of emergency and a state of disaster across the State of Michigan under section 1 of article 5 of the Michigan Constitution of 1963, the Emergency Management Act, and the Emergency Powers of the Governor Act of 1945. And on April 30, 2020, finding that COVID-19 had created emergency and disaster conditions across the State of Michigan, I issued Executive Order 2020-67 to continue the emergency declaration under the Emergency Powers of the Governor Act, as well as Executive Order 2020-68 to issue new emergency and disaster declarations under the Emergency Management Act.

The Emergency Management Act vests the governor with broad powers and duties to “cop[e] with dangers to this state or the people of this state presented by a disaster or emergency,” which the governor may implement through “executive orders, proclamations, and directives having the force and effect of law.” MCL 30.403(1)-(2). Similarly, the Emergency Powers of the Governor Act of 1945 provides that, after declaring a state of emergency, “the governor may promulgate reasonable orders, rules, and regulations as he or she considers necessary to protect life and property or to bring the emergency situation within the affected area under control.” MCL 10.31(1).

To mitigate the spread of COVID-19, protect the public health, and provide essential protections to vulnerable Michiganders, it is reasonable and necessary to impose limited and temporary restrictions on the use of places of public accommodation.

Executive Order 2020-20 imposed such restrictions, which were then supplemented by the restrictions on in-person work, travel, and gatherings imposed by Executive Order 2020-42. Executive Orders 2020-20 and 2020-42 were then replaced by Executive Orders 2020-43 and 2020-59, respectively. Because these restrictions on places of public accommodation remain reasonable and necessary to suppress the spread of COVID-19 and protect the public health and safety of this state and its residents, this order extends their duration to May 28, 2020. With this order, Executive Order 2020-43 is rescinded.



Acting under the Michigan Constitution of 1963 and Michigan law, I order the following:

1. Effective immediately and continuing until May 28, 2020 at 11:59 pm, the following places of public accommodation are closed to ingress, egress, use, and occupancy by members of the public:


- a. Restaurants, food courts, cafes, coffeehouses, and other places of public accommodation offering food or beverage for on-premises consumption;
- b. Bars, taverns, brew pubs, breweries, microbreweries, distilleries, wineries, tasting rooms, special licensees, clubs, and other places of public accommodation offering alcoholic beverages for on-premises consumption;
- c. Hookah bars, cigar bars, and vaping lounges offering their products for on-premises consumption;
- d. Theaters, cinemas, and indoor and outdoor performance venues;
- e. Libraries and museums;
- f. Gymnasiums, fitness centers, recreation centers, indoor sports facilities, indoor exercise facilities, exercise studios, and facilities offering non-essential personal care services;
- g. Casinos licensed by the Michigan Gaming Control Board, racetracks licensed by the Michigan Gaming Control Board, and Millionaire Parties licensed by the Michigan Gaming Control Board; and

h. Places of public amusement not otherwise listed above.



Places of public accommodation subject to this section are encouraged to offer food and beverage using delivery service, window service, walk-up service, drive-through service, or drive-up service, and must use precautions in doing so to mitigate the potential transmission of COVID-19, including social distancing. In offering food or beverage, a place of public accommodation subject to this section may permit up to five members of the public at one time in the place of public accommodation for the purpose of picking up their food or beverage orders, so long as those individuals are at least six feet apart from one another while on premises.

This section does not prohibit an employee, contractor, vendor, or supplier of a place of public accommodation from entering, exiting, using, or occupying that place of public accommodation in their professional capacity.

2. The restrictions imposed by this order do not apply to any of the following:
  - a. Places of public accommodation that offer food and beverage not for on-premises consumption, including grocery stores, markets, convenience stores, pharmacies, drug stores, and food pantries, other than those portions of the place of public accommodation subject to the requirements of section 1;
  - b. Health care facilities, residential care facilities, congregate care facilities, and juvenile justice facilities;
  - c. Crisis shelters or similar institutions; and
  - d. Food courts inside the secured zones of airports.
3. For purposes of this order:
  - a. "Non-essential personal care services" includes but is not limited to hair, nail, tanning, massage, traditional spa, tattoo, body art, and piercing services, and similar personal care services that require individuals to be within six feet of each other. This does not include services necessary for medical treatment as determined by a licensed medical provider. 
  - b. "Place of public accommodation" means a business, or an educational, refreshment, entertainment, or recreation facility, or an institution of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public. Place of public accommodation also includes the facilities of private clubs, including country clubs, golf clubs, boating or yachting clubs, sports or athletic clubs, and dining clubs.

- c. "Place of public amusement" means a place of public accommodation that offers indoor services or facilities, or outdoor services or facilities involving close contact of persons, for amusement or other recreational or entertainment purposes. A place of public amusement includes an amusement park, arcade, bingo hall, bowling alley, indoor climbing facility, skating rink, trampoline park, and other similar recreational or entertainment facilities.
4. The director of the Department of Health and Human Services, the Michigan Liquor Control Commission, and the executive director of the Michigan Gaming Control Board must issue orders and directives and take other actions pursuant to law as necessary to implement this order.
5. This order does not alter any of the obligations under law of an employer affected by this order to its employees or to the employees of another employer.
6. The restrictions and requirements imposed by this order supplement, and must not be construed to diminish or relax in any way, the restrictions and requirements imposed by Executive Order 2020-59 or any executive order that may follow from it.
7. Consistent with MCL 10.33 and MCL 30.405(3), a willful violation of this order is a misdemeanor.
8. Executive Order 2020-43 is rescinded.

Given under my hand and the Great Seal of the State of Michigan.



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