



City Council Agenda

August 16, 2021
7:00 p.m.

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

- 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 and BPU Claims of August 5, 2021: \$1,295,871.64
 - 2. Payroll of August 5, 2021: \$176,701.00
 - B. City Council Minutes of August 2, 2021
 - C. Hillsdale College Street Closure Agreement – Freshman Convocation
 - D. Hillsdale College Street Closure Agreement – Freshman Dinner
 - E. Hillsdale College Street Closure Agreement – Student Involvement Fair
 - F. Hillsdale College Request for Fireworks Display and Noise Variance
 - G. Hillsdale College Request for Bonfire and Noise Variance
 - H. Hillsdale College Street Closure Request- Homecoming
 - I. Hillsdale College Request for Noise Variance Tent Party
 - J. BPU: Lead Service Line Parts Purchase
 - K. BPU: Purchase of Electric 3 Gang Switches
 - L. BPU: LTC Maintenance and Inspection
- VI. Communications/Petitions**
 - A. Health Department- Hillsdale County Covid Vaccination Rate July 2021
 - B. Health Department – Coronavirus Mask Recommendations
 - C. Comcast Letter
 - D. City Newsletter- Fall 2021
- VII. Introduction and Adoption of Ordinances/Public Hearing**
- VIII. Old Business**
 - A. Road Projects Verbal Update- Jake Hammel
 - B. American Rescue Act Funds Use- Discussion
- IX. New Business**
 - A. BPU Security System
 - B. BPU 2021-2023 Lead Line Water Service Replacements
 - C. Woodhill Group Service Agreement
 - D. US Staffing Agency Agreement

E. Award of Bid- Pavement Marking to JV Contracting Inc.

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

INVOICE REGISTER REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 08/05/2021 - 08/05/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
90100037 71284	ADB SAFEGATE AMERICAS LLC REPLACE RUNWAY LIGHT COMPUTER 101-295.000-930.000	07/20/2021 tbumpus REPLACE RUNWAY LIGHT COMPUTER	08/19/2021	4,930.19 4,930.19	0.00	Paid	Y 07/20/2021
11VG-VQYP-TJW1 71267	AMAZON CAPITAL SERVICES, INC ELECTRIC ON CALL CELL PHONE CASE AND 582-175.000-925.000	07/25/2021 skeiser TELEPHONE	08/06/2021	47.23 47.23	0.00	Paid	Y 07/27/2021
1CMR-K1NK-PDJG 71343	AMAZON CAPITAL SERVICES, INC TOWELLETTES 590-175.000-726.000 591-175.000-726.000	07/27/2021 knewell SUPPLIES SUPPLIES	08/12/2021	19.48 9.74 9.74	0.00	Paid	Y 08/03/2021
163D-CPQT-HCW9 71353	AMAZON CAPITAL SERVICES, INC BATTERY BULD PACKS 582-175.000-726.000 590-175.000-726.000 591-175.000-726.000	07/30/2021 knewell SUPPLIES SUPPLIES SUPPLIES	08/12/2021	310.90 155.45 77.73 77.72	0.00	Paid	Y 08/03/2021
1CTK-GYQQ-NFXC` 71397	AMAZON CAPITAL SERVICES, INC FERTILIZER STICKS, INFRARED 101-441.000-726.000 202-460.000-726.000 640-444.000-730.000	07/27/2021 KFLAUGHER INFRARED THERMOMETER FERTILIZER SPIKES IGNITION COIL	08/05/2021	82.50 22.99 33.52 25.99	0.00	Paid	Y 07/27/2021
21INVO34716 71398	AMERICAN COPPER AND BRASS, LLC COUPLING, PVC PLN END SCH 40 101-756.000-930.000	07/27/2021 KFLAUGHER COUPLING, SCH 40 END - MRS. STOCKS PARK	08/05/2021	27.35 27.35	0.00	Paid	Y 07/27/2021
21INV034717 71400	AMERICAN COPPER AND BRASS, LLC RED ELECTRICAL TAPE - MRS STOCKS 101-756.000-930.000	07/27/2021 KFLAUGHER RED ELECTRICAL TAPE	08/05/2021	1.82 1.82	0.00	Paid	Y 07/27/2021
21INV035417 71402	AMERICAN COPPER AND BRASS, LLC BALLCOCK, BREAKER KIT - FIRE 101-336.000-930.000	07/30/2021 KFLAUGHER BALLCOCK, BREAKER KIT	08/05/2021	23.60 23.60	0.00	Paid	Y 07/30/2021
155172 71282	ARROW SWIFT PRINTING DART TICKETS 588-588.000-726.000	07/19/2021 tbumpus DART TICKETS	08/10/2021	368.68 368.68	0.00	Paid	Y 07/19/2021

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
155228 71352	ARROW SWIFT PRINTING (500) CASE JACKET ENVELOPES 101-301.000-900.000	07/23/2021 yvonne CASE JACKET ENVELOPES	08/05/2021	104.75 104.75	0.00	Paid	Y 07/23/2021
015314557 71416	AVFUEL CORP FUEL 481-900.000-740.295	08/03/2021 tbumpus FUEL AND LUBRICANTS - AVIATIO	08/13/2021	17,483.17 17,483.17	0.00	Paid	Y 08/03/2021
2036090993 71308	BAKER & TAYLOR COMPANY BOOKS 271-790.000-982.000	07/16/2021 MHILL BOOKS	08/27/2021	7.55 7.55	0.00	Paid	Y 08/02/2021
2036091322 71309	BAKER & TAYLOR COMPANY 271-790.000-982.000	07/19/2021 MHILL BOOKS	08/27/2021	435.84 435.84	0.00	Paid	Y 08/02/2021
01686936 71404	BAKER'S GAS & WELDING SUPPLIES, INC 33 LB PROPANE 640-444.000-726.000	07/26/2021 KFLAUGHER PROPANE	08/05/2021	16.84 16.84	0.00	Paid	Y 07/26/2021
91690 71406	BECKER & SCRIVENS DIAMOND BLADES, SAW BLADES 203-450.000-726.000 203-480.000-726.000	07/20/2021 KFLAUGHER DIAMOND BLADES SAW BLADES	08/05/2021	350.00 225.00 125.00	0.00	Paid	Y 07/20/2021
07/01/2021 71390	BEGIN, KEVIN DOCK SLIP RENTAL REFUND 208-000.000-667.000	06/28/2021 mloren RENTS	06/28/2021	325.00 325.00	0.00	Paid	Y 06/30/2021
2396791 71070	BILL'S LAWN CARE, LLC CODE ENFORCEMENT MOWING 101-372.000-801.372	07/05/2021 abeeker CONTRACTUAL SERVICES - CODE ENFORCEMENT	08/04/2021	75.00 75.00	0.00	Paid	Y 06/30/2021
2396797 71407	BILL'S LAWN CARE, LLC JULY 2021 MOWING CONTRACT 101-265.000-801.000 101-266.000-801.000 101-441.000-801.000 101-756.000-801.000 202-460.000-801.000 202-460.500-801.000	08/02/2021 KFLAUGHER 7/2021 MOWING CONTRACT 7/2021 MOWING CONTRACT 7/2021 MOWING CONTRACT 7/2021 MOWING CONTRACT 7/2021 MOWING CONTRACT 7/2021 MOWING CONTRACT	08/05/2021	8,820.00 320.00 600.00 100.00 6,050.00 905.76 130.48	0.00	Paid	Y 08/02/2021

PAID

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
127171644	GL Distribution						
	203-460.000-801.000	7/2021 MOWING CONTRACT		413.76			
	588-588.000-801.000	7/2021 MOWING CONTRACT		300.00			
127171644							
71258	BLUE CROSS & BLUE SHIELD OF MI DENTAL & VISION INSURANCE GROUP	07/07/2021 tbumpus	08/07/2021	700.73	0.00	Paid	Y 07/07/2021
	101-301.000-715.000	HEALTH AND LIFE INSURANCE		700.73			
127182949							
71259	BLUE CROSS & BLUE SHIELD OF MI DENTAL & VISION INSURANCE GROUP	07/07/2021 tbumpus	08/01/2021	247.12	0.00	Paid	Y 07/07/2021
	101-336.000-715.000	HEALTH AND LIFE INSURANCE		247.12			
127186959							
71260	BLUE CROSS & BLUE SHIELD OF MI DENTAL & VISION INSURANCE GROUP	07/07/2021 tbumpus	08/01/2021	1,360.82	0.00	Paid	Y 07/07/2021
	101-172.000-715.000	HEALTH AND LIFE INSURANCE		95.91			
	101-173.000-715.000	HEALTH AND LIFE INSURANCE		95.91			
	101-209.000-715.000	HEALTH AND LIFE INSURANCE		27.65			
	101-215.000-715.000	HEALTH AND LIFE INSURANCE		95.91			
	101-219.000-715.000	HEALTH AND LIFE INSURANCE		191.82			
	101-295.000-715.000	HEALTH AND LIFE INSURANCE		55.29			
	101-301.000-715.000	HEALTH AND LIFE INSURANCE		206.49			
	101-400.000-715.000	HEALTH AND LIFE INSURANCE		95.91			
	101-441.000-715.000	HEALTH AND LIFE INSURANCE		151.20			
	101-447.000-715.000	HEALTH AND LIFE INSURANCE		95.91			
	208-751.000-715.000	HEALTH AND LIFE INSURANCE		55.29			
	271-790.000-715.000	HEALTH AND LIFE INSURANCE		27.65			
	582-175.000-715.000	HEALTH AND LIFE INSURANCE		27.65			
	588-588.000-715.000	HEALTH AND LIFE INSURANCE		55.29			
	590-175.000-715.000	HEALTH AND LIFE INSURANCE		13.82			
	591-175.000-715.000	HEALTH AND LIFE INSURANCE		13.82			
	640-444.000-715.000	HEALTH AND LIFE INSURANCE		27.65			
	699-441.000-715.000	HEALTH AND LIFE INSURANCE		27.65			
127188811							
71261	BLUE CROSS & BLUE SHIELD OF MI DENTAL & VISION INSURANCE GROUP	07/07/2021 tbumpus	08/01/2021	1,110.32	0.00	Paid	Y 07/07/2021
	582-175.000-715.000	HEALTH AND LIFE INSURANCE		452.76			
	590-175.000-715.000	HEALTH AND LIFE INSURANCE		328.80			
	591-175.000-715.000	HEALTH AND LIFE INSURANCE		328.76			
127189755							
71262	BLUE CROSS & BLUE SHIELD OF MI DENTAL & VISION INSURANCE GROUP	07/07/2021 tbumpus	08/01/2021	699.03	0.00	Paid	Y 07/07/2021
	582-175.000-715.000	HEALTH AND LIFE INSURANCE		534.85			
	590-175.000-715.000	HEALTH AND LIFE INSURANCE		82.10			
	591-175.000-715.000	HEALTH AND LIFE INSURANCE		82.08			

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127191125 71263	BLUE CROSS & BLUE SHIELD OF MI DENTAL & VISION INSURANCE GROUP	07/07/2021 tbumpus	08/01/2021	508.90	0.00	Paid	Y 07/07/2021
	588-588.000-715.000	HEALTH AND LIFE INSURANCE		110.58			
	640-444.000-715.000	HEALTH AND LIFE INSURANCE		95.91			
	699-441.000-715.000	HEALTH AND LIFE INSURANCE		302.41			
0802202101 71314	BOARD OF PUBLIC UTILITIES UTILITIES - SPECIAL ASSESSMENTS	08/02/2021 pmerritt	08/05/2021	993.74	0.00	Paid	Y 08/02/2021
	703-000.000-230.001	DUE TO BPU - SPEC ASSESS	006-222-301-05	96.00			
	703-000.000-230.001	DUE TO BPU - SPEC ASSESS	006-222-301-05	153.03			
	703-000.000-230.001	DUE TO BPU - SPEC ASSESS	006-222-228-01	8.87			
	703-000.000-230.001	DUE TO BPU - SPEC ASSESS	006-227-101-05	523.59			
	703-000.000-230.001	DUE TO BPU - SPEC ASSESS	006-227-230-22	38.00			
	703-000.000-230.001	DUE TO BPU - SPEC ASSESS	006-227-128-02	174.25			
160098 71327	BSB COMMUNICATIONS INC PERIOD 8/1/21 THRU 8/31/21	08/01/2021 knewell	08/12/2021	224.00	0.00	Paid	Y 08/03/2021
	271-790.000-925.000	TELEPHONE		56.00			
	101-265.000-925.000	TELEPHONE		112.00			
	582-175.000-925.000	TELEPHONE		28.00			
	590-175.000-925.000	TELEPHONE		14.00			
	591-175.000-925.000	TELEPHONE		14.00			
00988C 70642	CARD SERVICES CENTER POSTAGE EVIDENCE MAILED (DETECTIVE	06/09/2021 yvonne	06/30/2021	4.80	0.00	Paid	Y 06/09/2021
	101-301.000-726.000	SUPPLIES		4.80			
DIGIKEY 70904	CARD SERVICES CENTER TRANSFORMERS FOR RUNWAY LIGHTS	07/01/2021 tbumpus	07/22/2021	74.66	0.00	Paid	Y 07/01/2021
	101-295.000-930.000	REPAIRS & MAINTENANCE		74.66			
882 2 168 4474 70908	CARD SERVICES CENTER SANDY BEACH CONCESSIONS - HOTDOGS,	06/09/2021 mloren	06/30/2021	165.55	0.00	Paid	Y 06/30/2021
	208-751.000-726.006	CONCESSION SUPPLIES - GORDONS		136.96			
	208-751.000-726.006	CONCESSION SUPPLIES - KROGER		28.59			
02206C 71016	CARD SERVICES CENTER POSTAGE POLICE BADGE MAILED IN FOR	06/22/2021 yvonne	07/08/2021	4.80	0.00	Paid	Y 06/30/2021
	101-301.000-726.000	SUPPLIES		4.80			
02589C 71017	CARD SERVICES CENTER POSTAGE EVIDENCE MAILED (DETECTIVE	06/25/2021 yvonne	07/08/2021	9.60	0.00	Paid	Y 06/30/2021

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	101-301.000-726.000	SUPPLIES		9.60			
643 71153	CARD SERVICES CENTER POSTAGE EVIDENCE MAILED (DETECTIVE 101-301.000-726.000	07/14/2021 yvonne SUPPLIES	07/22/2021	4.80 4.80	0.00	Paid	Y 07/14/2021
1567 71269	CARD SERVICES CENTER CAB FARE 582-175.000-861.000	06/20/2021 knewell TRAINING & SEMINARS	07/28/2021	44.05 44.05	0.00	Paid	Y 06/30/2021
77567297 71270	CARD SERVICES CENTER STORM DINNER 582-175.000-726.000	06/21/2021 knewell SUPPLIES	07/28/2021	325.00 325.00	0.00	Paid	Y 06/30/2021
19398000 71271	CARD SERVICES CENTER CAB FARE 582-175.000-861.000	06/21/2021 knewell TRAINING & SEMINARS	07/28/2021	35.50 35.50	0.00	Paid	Y 06/30/2021
021693 71272	CARD SERVICES CENTER AIRPORT PARKING 582-175.000-861.000	06/21/2021 knewell TRAINING & SEMINARS	07/28/2021	52.00 52.00	0.00	Paid	Y 06/30/2021
02107Z 71273	CARD SERVICES CENTER STORM DINNER 582-175.000-726.000	06/21/2021 knewell SUPPLIES	07/28/2021	164.30 164.30	0.00	Paid	Y 06/30/2021
06/21/21 71274	CARD SERVICES CENTER STORM DINNER 582-175.000-726.000	06/21/2021 knewell SUPPLIES	07/28/2021	21.77 21.77	0.00	Paid	Y 06/30/2021
FS4599128-SO 71275	CARD SERVICES CENTER DEWALT GLOVES/SAFETY GLASSES 582-175.000-726.000 590-175.000-726.000 591-175.000-726.000	06/11/2021 knewell SUPPLIES SUPPLIES SUPPLIES	07/28/2021	418.49 209.25 104.62 104.62	0.00	Paid	Y 06/30/2021
MIP 71276	CARD SERVICES CENTER MMEA ANNUAL CONFERENCE 582-175.000-861.000	06/14/2021 knewell TRAINING & SEMINARS	07/28/2021	195.00 195.00	0.00	Paid	Y 06/30/2021

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RR634113D 71277	CARD SERVICES CENTER HOTEL RESERVATIONS 582-175.000-861.000	06/20/2021 knewell	07/28/2021	180.66	0.00	Paid	Y 06/30/2021
	TRAINING & SEMINARS			180.66			
R3D79B 71278	CARD SERVICES CENTER ROOM RESERVATIONS FOR LINEMAN SCHOOL 582-175.000-861.000	06/13/2021 knewell	07/28/2021	409.50	0.00	Paid	Y 06/30/2021
	TRAINING & SEMINARS			409.50			
6/21/21 71292	CARD SERVICES CENTER MEAL AT CONFERENCE 582-175.000-726.000	06/21/2021 knewell	07/28/2021	10.54	0.00	Paid	Y 06/30/2021
	SUPPLIES			10.54			
02340Z 71293	CARD SERVICES CENTER STORM DINNER SUPPLIES 582-175.000-726.000	06/23/2021 knewell	07/28/2021	53.46	0.00	Paid	Y 06/30/2021
	SUPPLIES			53.46			
02399Z 71294	CARD SERVICES CENTER STORM MEAL 582-175.000-726.000	06/23/2021 knewell	07/28/2021	272.70	0.00	Paid	Y 06/30/2021
	SUPPLIES			272.70			
02305375FEHYNT3FF 71295	CARD SERVICES CENTER DEPARTMENT MEETING MEAL 590-175.000-726.000	07/09/2021 knewell	07/28/2021	69.28	0.00	Paid	Y 06/30/2021
	SUPPLIES			69.28			
527048753123W38L9 71296	CARD SERVICES CENTER MEALS AT LINEMAN SCHOOL 582-175.000-726.000	06/11/2021 knewell	07/28/2021	37.49	0.00	Paid	Y 06/30/2021
	SUPPLIES			37.49			
851808957WGVA250V 71297	CARD SERVICES CENTER PERFORMANCE AUTO 582-544.000-726.800	06/15/2021 knewell	07/28/2021	39.21	0.00	Paid	Y 06/30/2021
	SUPPLIES - OPERATIONS			39.21			
55417345DTBVL7QQ0 71298	CARD SERVICES CENTER FLIGHT FOR CONFERENCE 582-175.000-861.000	06/21/2021 knewell	07/28/2021	298.40	0.00	Paid	Y 06/30/2021
	TRAINING & SEMINARS			298.40			
20210704 71310	CARD SERVICES CENTER SUPPLIES 271-790.000-726.000	07/01/2021 MHILL	08/27/2021	45.92	0.00	Paid	Y 07/01/2021
	SUPPLIES			45.92			

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6514389908 71312	CARD SERVICES CENTER SUPPLIES 271-790.000-726.000	07/01/2021 MHILL	08/27/2021	13.78 13.78	0.00	Paid	Y 07/02/2021
10718 71313	CARD SERVICES CENTER SUPPLIES 271-790.000-726.000	06/23/2021 MHILL	08/27/2021	37.47 37.47	0.00	Paid	Y 06/30/2021
0994 71330	CARD SERVICES CENTER POSTAGE/DOMAIN HOSTING 101-215.000-734.000 101-215.000-801.000	06/21/2021 JMANGAN	08/05/2021	35.34 7.00 28.34	0.00	Paid	Y 06/30/2021
6/28/2021 71391	CARIZZALES, CHELSEH T-BALL REFUND - BROKEN ARM 208-000.000-653.001	06/28/2021 mloren	06/28/2021	25.00 25.00	0.00	Paid	Y 06/30/2021
11349 71379	CHESTNEY PUBLISHING SEPT/OCT SIMPLY HERS 582-175.000-880.000 590-175.000-880.000 591-175.000-880.000	07/19/2021 knewell	08/12/2021	50.00 25.00 12.50 12.50	0.00	Paid	Y 08/03/2021
8/2/2021 71361	CHRISTOPHER MCARTHUR MEPC CONFERENCE 582-175.000-861.000 582-544.000-930.000	08/02/2021 knewell	08/12/2021	594.99 292.13 302.86	0.00	Paid	Y 08/03/2021
5071004304 71349	CINTAS BUG REPEL 582-175.000-726.000 590-175.000-726.000 591-175.000-726.000	08/02/2021 knewell	08/12/2021	187.33 96.67 46.83 43.83	0.00	Paid	Y 08/03/2021
0802202102 71316	CITY OF HILLSDALE DISBURSEMENT TAX JUL 16 THRU JUL 31 703-000.000-221.000 703-000.000-221.000 703-000.000-221.000 703-000.000-221.000 703-000.000-221.000 703-000.000-223.000	08/02/2021 pmerritt	08/05/2021	282,864.38 164,352.85 32,870.43 13,217.17 46,627.46 6,660.28 13,545.41	0.00	Paid	Y 08/02/2021

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	703-000.000-221.000	DUE TO CITY OF HILLSDALE - ADMIN FEE		5,590.78			
07272021 71452	CRAIG WICKHAM TREE SERVICE TREE, STUMP REMOVAL & CLEAN UP 35 203-470.000-801.000	07/27/2021 KFLAUGHER TREE & STUMP REMOVAL & CLEAN UP	08/05/2021	900.00 900.00	0.00	Paid	Y 07/27/2021
661660-00 71279	CURRENT OFFICE SOLUTIONS SUPPLIES FOR CITY HALL 101-265.000-726.000	07/16/2021 klopresto SUPPLIES	08/17/2021	109.53 109.53	0.00	Paid	Y 07/17/2021
662015-00 71303	CURRENT OFFICE SOLUTIONS OFFICE SUPPLIES 101-172.000-726.000	07/28/2021 klopresto SUPPLIES	08/28/2021	32.47 32.47	0.00	Paid	Y 07/29/2021
46725400 71306	CURRENT OFFICE SOLUTIONS OFFICE SUPPLIES 271-790.000-726.000	07/29/2021 MHILL SUPPLIES	08/28/2021	135.30 135.30	0.00	Paid	Y 08/02/2021
332883 71324	CURRENT OFFICE SOLUTIONS LEASE COPIER 271-790.000-801.000	08/02/2021 MHILL CONTRACTUAL SERVICES	08/27/2021	155.41 155.41	0.00	Paid	Y 08/05/2021
331096 71384	CURRENT OFFICE SOLUTIONS CONTRACT 582-175.000-801.000 590-175.000-801.000 591-175.000-801.000	06/01/2021 knewell CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES	08/12/2021	576.86 288.43 144.22 144.21	0.00	Paid	Y 06/30/2021
331871 71386	CURRENT OFFICE SOLUTIONS CONTRACT 582-175.000-801.000 590-175.000-801.000 591-175.000-801.000	07/01/2021 knewell CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES	08/12/2021	539.80 269.90 134.95 134.95	0.00	Paid	Y 08/03/2021
658644 71387	CURRENT OFFICE SOLUTIONS SUPPLIES 582-175.000-726.000 590-175.000-726.000 591-175.000-726.000	04/27/2021 knewell SUPPLIES SUPPLIES SUPPLIES	08/12/2021	30.33 15.17 7.58 7.58	0.00	Paid	Y 06/30/2021
662228-00 71490	CURRENT OFFICE SOLUTIONS SUPPLIES	08/03/2021 knewell	08/12/2021	409.85	0.00	Paid	Y 08/05/2021

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	582-175.000-726.000	SUPPLIES		204.93			
	590-175.000-726.000	SUPPLIES		102.46			
	591-175.000-726.000	SUPPLIES		102.46			
332868							
71491	CURRENT OFFICE SOLUTIONS CONTRACT/SUPPLIES	08/02/2021 knewell	08/12/2021	518.12	0.00	Paid	Y 08/05/2021
	582-175.000-801.000	CONTRACTUAL SERVICES		138.90			
	590-175.000-801.000	CONTRACTUAL SERVICES		69.45			
	591-175.000-801.000	CONTRACTUAL SERVICES		69.45			
	582-175.000-726.000	SUPPLIES		120.16			
	590-175.000-726.000	SUPPLIES		60.08			
	591-175.000-726.000	SUPPLIES		60.08			
07.29.2021							
71300	DAN HEFFNER CONCERT IN THE PARK	07/29/2021 tbumpus	08/05/2021	400.00	0.00	Paid	Y 07/29/2021
	409-756.000-801.000	CONCERT IN THE PARK		400.00			
10525							
71388	DELAWARE SYSTEMS PRINT & LETTERSHOP SERVICES	05/14/2021 knewell	08/12/2021	3,211.92	0.00	Paid	Y 06/30/2021
	582-175.000-801.000	CONTRACTUAL SERVICES		1,605.96			
	590-175.000-801.000	CONTRACTUAL SERVICES		802.98			
	591-175.000-801.000	CONTRACTUAL SERVICES		802.98			
10353							
71488	DELAWARE SYSTEMS PRINT & LETTERSHOP SERVICES	08/04/2021 knewell	08/12/2021	2,508.59	0.00	Paid	Y 08/05/2021
	582-175.000-801.000	CONTRACTUAL SERVICES		1,254.30			
	590-175.000-801.000	CONTRACTUAL SERVICES		627.15			
	591-175.000-801.000	CONTRACTUAL SERVICES		627.14			
68323							
71370	DMCI BROADBAND, LLC REMOVAL/REPLACEMENT OF EQUIP FROM	07/23/2021 knewell	08/12/2021	760.70	0.00	Paid	Y 08/03/2021
	591-000.000-158.000-213006	CONSTRUCTION WORK IN PROGRESS		760.70			
7262021							
71457	DRY MAR TRUCKING & DIRTWORKS FINISH CONCRETE PAD FOR INVENTORY	07/26/2021 KFLAUGHER	08/05/2021	3,750.00	0.00	Paid	Y 07/26/2021
	101-441.000-801.000	FINISH CONCRETE PAD FOR INVENTORY STORA		3,750.00			
08032021							
71458	DRY MAR TRUCKING & DIRTWORKS MOVING CONCRETE BLOBS TO DPS	08/03/2021 KFLAUGHER	08/05/2021	500.00	0.00	Paid	Y 08/03/2021
	633-233.000-801.000	MOVING CONCRETE BLOBS TO DPS		500.00			
07262021TOP							
71467	DRY MAR TRUCKING & DIRTWORKS SCREENED TOP SOIL	07/26/2021 KFLAUGHER	08/05/2021	658.40	0.00	Paid	Y 07/26/2021

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	633-000.000-111.000	TOP SOIL (YARDS)		658.40			
9519 71320	EAST 2 WEST ENTERPRISES, INC CITY HALL CLEANING - JULY 2021 101-265.000-801.000	08/02/2021 tbumpus	08/31/2021	650.00	0.00	Paid	Y 07/31/2021
		CITY HALL CLEANING - JULY 2021		650.00			
9520 71321	EAST 2 WEST ENTERPRISES, INC CLEANING BPU - JULY 2021 582-175.000-801.000 590-175.000-801.000 591-175.000-801.000	08/02/2021 tbumpus	08/31/2021	260.00	0.00	Paid	Y 07/31/2021
		CLEANING BPU - JULY 2021		130.00			
		CLEANING BPU - JULY 2021		65.00			
		CLEANING BPU - JULY 2021		65.00			
525979-00 71409	ELECTRICAL TERMINAL INC. SCREWS, WASHERS, SPLICES 640-444.000-726.000	07/27/2021 KFLAUGHER	08/05/2021	134.29	0.00	Paid	Y 07/27/2021
		SCREWS, WASHERS, SPLICES		134.29			
19987 71381	ENVIRONMENTAL MANAGEMENT & DEVELOP CARUS 8700 - 621.5 # PER 55 GAL DRUM 591-545.000-727.400	05/24/2021 knewell	08/12/2021	4,446.24	0.00	Paid	Y 06/30/2021
		SUPPLIES - PHOSPHATE		4,446.24			
912/54 71326	FAMILY FARM & HOME NUTS/BOLTS/WASHERS 582-544.000-726.800	08/02/2021 knewell	08/12/2021	30.09	0.00	Paid	Y 08/03/2021
		SUPPLIES - OPERATIONS		30.09			
909/54 71373	FAMILY FARM & HOME SHOVEL/CLEANER 591-544.000-930.000	07/27/2021 knewell	08/12/2021	37.94	0.00	Paid	Y 08/03/2021
		REPAIRS & MAINTENANCE		37.94			
DRAW 017 71159	FOULKE CONSTRUCTION DAWN THEATER REHABILITATION 247-900.000-801.005	07/09/2021 abeeker	08/06/2021	97,293.60	0.00	Paid	Y 06/30/2021
		CONTRACTUAL SERVICES - DAWN THEATER		97,293.60			
C430051 71323	GELZER & SON INC PADLOCK FOR FUEL GATE 101-295.000-930.000	08/03/2021 tbumpus	08/31/2021	6.99	0.00	Paid	Y 08/03/2021
		PADLOCK FOR FUEL GATE		6.99			
C429885 71328	GELZER & SON INC TOOLS 582-544.000-726.800	08/02/2021 knewell	08/12/2021	7.78	0.00	Paid	Y 08/03/2021
		SUPPLIES - OPERATIONS		7.78			

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C428485 71342	GELZER & SON INC BROAD HINGE 582-544.000-726.800	07/23/2021 knewell SUPPLIES - OPERATIONS	08/12/2021	23.58 23.58	0.00	Paid	Y 08/03/2021
C429169 71351	GELZER & SON INC 12V BATTERY 582-544.000-726.800	07/28/2021 knewell SUPPLIES - OPERATIONS	08/12/2021	23.98 23.98	0.00	Paid	Y 08/03/2021
C427894 71354	GELZER & SON INC BUTANE FUEL 591-544.000-930.000	07/19/2021 knewell REPAIRS & MAINTENANCE	08/12/2021	3.79 3.79	0.00	Paid	Y 08/03/2021
C428852 71377	GELZER & SON INC TRASH BAGS, LED BULBS (BUILDING) 101-336.000-726.000 101-336.000-726.000 101-336.000-726.000	07/26/2021 yvonne XL TRASH BAGS 4PK LED BULBS FURNACE FILTERS	09/10/2021	65.55 33.98 22.99 8.58	0.00	Paid	Y 07/26/2021
C429311 71410	GELZER & SON INC DEET REPEL, SCREWS, TOOLS 101-276.000-726.000 101-756.000-726.000	07/29/2021 KFLAUGHER DEET REPEL SCREWS, TOOLS - BIKE PATH	09/10/2021	26.08 13.99 12.09	0.00	Paid	Y 07/29/2021
C407683 71475	GELZER & SON INC FASTENERS 208-751.000-726.000	06/30/2021 mloren SUPPLIES	06/30/2021	1.84 1.84	0.00	Paid	Y 08/04/2021
C415741 71476	GELZER & SON INC BALL BUCKETS 208-751.000-726.000	04/27/2021 mloren SUPPLIES	03/26/2021	20.94 20.94	0.00	Paid	Y 08/04/2021
C417173 71477	GELZER & SON INC BASEBALLS 208-751.000-726.000	05/07/2021 mloren SUPPLIES	08/31/2021	465.28 465.28	0.00	Paid	Y 06/30/2021
188360 71411	GERKEN MATERIAL, INC COMMERCIAL TOP & SAND MIX HOT MIX 202-450.000-726.000 203-450.000-726.000	06/30/2021 KFLAUGHER COMMERCIAL TOP & SAND MIX HOT MIX COMMERCIAL TOP & SAND MIX HOT MIX	08/05/2021	1,012.60 227.75 784.85	0.00	Paid	Y 06/30/2021

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189364 71412	GERKEN MATERIAL, INC COMMERCIAL BASE HOT MIX 202-450.000-726.000 203-450.000-726.000	07/24/2021 KFLAUGHER	08/05/2021	423.71	0.00	Paid	Y 07/24/2021
		COMMERCIAL BASE HOT MIX		221.19			
		COMMERCIAL BASE HOT MIX		202.52			
5348 71341	GLOBAL ENVIRONMENTAL CONSULTING CHRONIC TOXICITY TEST 590-547.000-801.000	07/21/2021 knewell	08/12/2021	600.00	0.00	Paid	Y 08/03/2021
		CONTRACTUAL SERVICES		600.00			
P46871 71413	GREENMARK EQUIPMENT KEYS FOR MOWER #109 640-444.000-730.000	08/02/2021 KFLAUGHER	08/05/2021	8.20	0.00	Paid	Y 08/02/2021
		KEYS FOR MOWER #109		8.20			
P46537 71414	GREENMARK EQUIPMENT CHAINS 640-444.000-730.000	07/28/2021 KFLAUGHER	08/05/2021	75.46	0.00	Paid	Y 07/28/2021
		CHAINS		75.46			
P44361 71418	GREENMARK EQUIPMENT BELT FOR BATWIG MOWER ATTACHMENT 101-295.000-930.000	07/02/2021 tbumpus	08/05/2021	101.27	0.00	Paid	Y 07/02/2021
		BELT FOR BATWIG MOWER ATTACHMENT		101.27			
13529019 71468	GRIFFITHS MECHANICAL DIAGNOSE COOLER AT FIELDS OF DREAMS 208-751.000-801.000	06/16/2021 mloren	06/24/2021	174.00	0.00	Paid	Y 06/30/2021
		CONTRACTUAL SERVICES		174.00			
202117 71250	HAGER CONSULTING, LLC DAWN THEATER REHABILITATION 247-900.000-801.005	07/01/2021 abeeker	08/02/2021	3,200.00	0.00	Paid	Y 06/30/2021
		CONTRACTUAL SERVICES - DAWN THEATER		3,200.00			
6505 71249	HEFFERNAN SOFT WATER SERVICE WATER DELIVERY SERVICE 101-441.000-726.000 101-265.000-726.000 101-295.000-726.000	07/19/2021 tbumpus	08/18/2021	52.25	0.00	Paid	Y 07/19/2021
		WATER - 149 WATERWORKS		9.50			
		WATER - CITY HALL		38.00			
		WATER - AIRPORT		4.75			
6688 71480	HEFFERNAN SOFT WATER SERVICE WATER DELIVERY SERVICE 101-441.000-726.000 101-265.000-726.000 271-790.000-726.000 101-295.000-726.000	08/02/2021 tbumpus	08/31/2021	47.50	0.00	Paid	Y 08/05/2021
		WATER - 149 WATERWORKS		9.50			
		WATER - CITY HALL		28.50			
		WATER - LIBRARY		4.75			
		WATER - AIRPORT		4.75			

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2021-0911-001 71385	HILLSDALE CO CENTRAL DISPATCH/9-1-1 ANNUAL SOFTWARE SERVICE MAINTENANCE 101-301.000-801.000	07/23/2021 yvonne CONTRACTUAL SERVICES	08/05/2021	557.40 557.40	0.00	Paid	Y 07/23/2021
48173 71290	HILLSDALE CO TREASURER BILLBACK FOR PRE DENIAL PER TAX 101-253.000-964.000	07/16/2021 tbumpus BILLBACK FOR PRE DENIAL PER TAX TRIBUAL	08/05/2021	4.49 4.49	0.00	Paid	Y 07/16/2021
0802202103 71317	HILLSDALE CO TREASURER DISBURSEMENT TAX FOR JUL; 16 THRU 703-000.000-222.000 703-000.000-222.000	08/02/2021 pmerritt DUE TO COUNTY - GEN OPERG DUE TO COUNTY - SET	08/05/2021	147,074.41 65,117.23 81,957.18	0.00	Paid	Y 08/02/2021
0802202104 71318	HILLSDALE COMMUNITY SCHOOLS DISBURSEMENT TAX FOR JUL 16 THRU JUL 703-000.000-225.000 703-000.000-225.000	08/02/2021 pmerritt DUE TO SCHOOL - SCHOOL OPERG DUE TO SCHOOL - BLDG/SITE	08/05/2021	92,413.65 77,152.47 15,261.18	0.00	Paid	Y 08/02/2021
0802202105 71319	HILLSDALE INTERMEDIATE SCHOOLS DISBURSEMENT JUL 16 THRU JUL 31 2021 703-000.000-234.000 703-000.000-234.000 703-000.000-234.000	08/02/2021 pmerritt DUE TO ISD - GEN ED DUE TO ISD - SPEC ED DUE TO ISD - VOC ED	08/05/2021	32,338.75 1,811.92 20,352.56 10,174.27	0.00	Paid	Y 08/02/2021
X101027176:01 71417	HOEKSTRA TRANSPORTATION, INC. BRACKET - INVOARD BARRIER - DART #60 588-588.000-726.000	07/14/2021 KFLAUGHER BRACKET - INVOARD BARRIER - DART #60	08/05/2021	60.00 60.00	0.00	Paid	Y 07/14/2021
X101027089:01 71419	HOEKSTRA TRANSPORTATION, INC. BUMPER ASY - DART #61 588-588.000-730.000	07/12/2021 KFLAUGHER BUMPER ASY - DART #61	08/05/2021	1,395.00 1,395.00	0.00	Paid	Y 07/12/2021
X101027261:01 71421	HOEKSTRA TRANSPORTATION, INC. PROBE TEMP GL - DART #61 588-588.000-730.000	07/26/2021 KFLAUGHER PROBE TEMP GL - DART #61	08/05/2021	45.00 45.00	0.00	Paid	Y 07/26/2021
9540867 71423	HOME DEPOT SINK, PLUG, HANDLE - DPS 101-441.000-930.000	07/21/2021 KFLAUGHER SINK, PLUG, HANDLE - DPS	08/05/2021	71.36 71.36	0.00	Paid	Y 07/21/2021

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7222021FOD 71422	HOOP LAWN & SNOW, LLC FERTILIZING FOD 101-756.000-801.000	07/22/2021 KFLAUGHER	08/05/2021	1,080.00 1,080.00	0.00	Paid	Y 07/22/2021
23462 71424	HOWARD T MORIARTY COMPANY INC FLUORESCENT PINK & WHITE MARKING 101-441.000-726.000	07/21/2021 KFLAUGHER	08/05/2021	135.00 135.00	0.00	Paid	Y 07/21/2021
0062876-IN 71350	HYDROCORP CROSS CONNECTION CONTROL PROGRAM 591-544.000-801.000	07/31/2021 knewell	08/12/2021	1,400.00 1,400.00	0.00	Paid	Y 08/03/2021
PC001349184:01 71426	JACKSON TRUCK SERVICE INC LED BEACON SHORT DOME - STOCK 640-444.000-730.000	07/27/2021 KFLAUGHER	08/05/2021	50.81 50.81	0.00	Paid	Y 07/27/2021
PC001349017:01 71427	JACKSON TRUCK SERVICE INC RADIAL SEAL OUTER FILTER - BPU #39- 640-444.000-730.000	07/22/2021 KFLAUGHER	08/05/2021	60.37 60.37	0.00	Paid	Y 07/22/2021
PC001348964:01 71428	JACKSON TRUCK SERVICE INC FUEL SENDER & FREIGHT - BPU #39-03 640-444.000-730.000	07/22/2021 KFLAUGHER	08/05/2021	132.94 132.94	0.00	Paid	Y 07/22/2021
PC001348978:01 71429	JACKSON TRUCK SERVICE INC FILTERS 640-444.000-730.000	07/21/2021 KFLAUGHER	08/05/2021	115.90 115.90	0.00	Paid	Y 07/21/2021
PC001348915:01 71430	JACKSON TRUCK SERVICE INC GREEN STROBE LIGHT, GOVERNOR & 640-444.000-730.000	07/20/2021 KFLAUGHER	08/05/2021	254.51 254.51	0.00	Paid	Y 07/20/2021
881454 71376	JONESVILLE LUMBER BUNDLE WOOD 4' LATHE 591-544.000-930.000	07/19/2021 knewell	08/12/2021	30.04 30.04	0.00	Paid	Y 08/03/2021
5/25/2021 71389	KORN, BONNIE STOCK'S PARK PAVILION RENTAL REFUND 208-000.000-692.000	05/25/2021 mloren	05/25/2021	100.00 100.00	0.00	Paid	Y 06/30/2021

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4/28/2021 71325	KRISTI WHALEN PARTIAL BASEBALL REFUND 208-000.000-653.001	04/28/2021 mloren YOUTH PROGRAM FEES	04/28/2021	30.00 30.00	0.00	Paid	Y 06/30/2021
1313815 71431	KSS ENTERPRISES BLEACH, LINERS, HAND SOAP 101-441.000-726.000 101-756.000-726.000	07/28/2021 KFLAUGHER BLEACH, HAND SOAP BLEACH, LINERS, HAND SOAP	08/27/2021	157.70 20.03 137.67	0.00	Paid	Y 07/28/2021
586343 71393	KUSTOM SIGNALS, INC TWO (2) EYEWITNESS VANTAGE OFFICER 101-301.000-726.000 101-336.000-726.000	07/28/2021 yvonne BODY CAMERAS FREIGHT & HANDLING	08/27/2021	1,520.00 1,490.00 30.00	0.00	Paid	Y 07/28/2021
586360 71394	KUSTOM SIGNALS, INC REPLACED REAR COVER & BATTERY ON 101-301.000-930.000	07/28/2021 yvonne REPAIRS & MAINTENANCE	07/27/2021	198.50 198.50	0.00	Paid	Y 07/28/2021
586361 71395	KUSTOM SIGNALS, INC REPLACED REAR COVER, BATTERY & 101-301.000-930.000	07/28/2021 yvonne REPAIRS & MAINTENANCE	08/27/2021	198.50 198.50	0.00	Paid	Y 07/28/2021
29047 71434	LITCHFIELD GRAIN CO OATS 101-756.000-726.000	07/24/2021 KFLAUGHER OATS	08/05/2021	96.60 96.60	0.00	Paid	Y 07/24/2021
485220 71474	LOUISE WORMS MOSQUITO SPRAY MRS STOCK'S PARK - 409-756.000-801.000	07/14/2021 mloren CONTRACTUAL SERVICES	08/05/2021	299.00 299.00	0.00	Paid	Y 08/04/2021
6302021 71079	LOVINGER & THOMPSON, PC LEGAL FEES 247-900.000-806.000	06/30/2021 abeeker LEGAL SERVICES	07/30/2021	75.00 75.00	0.00	Paid	Y 06/30/2021
08182021 71435	MAMC 2021 MAMC CONFERENCE REGISTRATION - 101-441.000-861.000	08/02/2021 KFLAUGHER 2021 MAMC CONFERENCE REGISTRATIO	08/05/2021	129.00 129.00	0.00	Paid	Y 08/02/2021
00039941 71396	MARK HAWKINS REIMBURSEMENT FOR STATE OF MICHIGAN	08/02/2021 yvonne	08/05/2021	25.00	0.00	Paid	Y 08/02/2021

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	101-336.000-726.000	REIMBURSEMENT/EMS LICENSE FEE		25.00			
122307 71256	MARKET HOUSE HOTDOG BUNS, POP ICE - SANDY BEACH 208-751.000-726.006	07/20/2021 mloren	08/05/2021	17.99	0.00	Paid	Y 07/26/2021
		CONCESSION SUPPLIES		17.99			
122312 71257	MARKET HOUSE HOTDOGS, BUNS - SANDY BEACH 208-751.000-726.006	07/23/2021 mloren	08/05/2021	74.88	0.00	Paid	Y 07/26/2021
		CONCESSION SUPPLIES		74.88			
122302 71371	MARKET HOUSE VEG OIL 590-546.000-930.000	07/16/2021 knewell	08/12/2021	17.58	0.00	Paid	Y 08/03/2021
		REPAIRS & MAINTENANCE		17.58			
26095 71331	MERIT LABORATORIES BEF COMPLIANCE 590-547.000-801.000	07/20/2021 knewell	08/12/2021	286.50	0.00	Paid	Y 08/03/2021
		CONTRACTUAL SERVICES		286.50			
26063 71332	MERIT LABORATORIES BEF QUARTERLY 590-547.000-801.000	07/20/2021 knewell	08/12/2021	165.75	0.00	Paid	Y 08/03/2021
		CONTRACTUAL SERVICES		165.75			
25980 71333	MERIT LABORATORIES BEF COMPLIANCE 590-547.000-801.000	07/20/2021 knewell	08/12/2021	433.00	0.00	Paid	Y 08/03/2021
		CONTRACTUAL SERVICES		433.00			
26066 71334	MERIT LABORATORIES BEF COMPLIANCE 590-547.000-801.000	07/20/2021 knewell	08/12/2021	286.50	0.00	Paid	Y 08/03/2021
		CONTRACTUAL SERVICES		286.50			
26189 71335	MERIT LABORATORIES BEF COMPLIANCE 590-547.000-801.000	07/21/2021 knewell	08/12/2021	286.50	0.00	Paid	Y 08/03/2021
		CONTRACTUAL SERVICES		286.50			
26338 71336	MERIT LABORATORIES BEF COMPLIANCE 590-547.000-801.000	07/27/2021 knewell	08/12/2021	168.25	0.00	Paid	Y 08/03/2021
		CONTRACTUAL SERVICES		168.25			
25972 71337	MERIT LABORATORIES MONTHLY L.L. SAMPLES 590-547.000-801.000	07/21/2021 knewell	08/12/2021	280.00	0.00	Paid	Y 08/03/2021
		CONTRACTUAL SERVICES		280.00			

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26065 71338	MERIT LABORATORIES ACT QUARTERLY 590-547.000-801.000	07/20/2021 knewell	08/12/2021	373.25	0.00	Paid	Y 08/03/2021
	CONTRACTUAL SERVICES			373.25			
25975 71339	MERIT LABORATORIES WSSN 03170 COPPER & LEAD SAMPLES 591-544.000-801.000	07/20/2021 knewell	08/12/2021	196.00	0.00	Paid	Y 08/03/2021
	CONTRACTUAL SERVICES			196.00			
26064 71340	MERIT LABORATORIES WSSN 03170 LEAD & COPPER SAMPLE 591-544.000-801.000	07/20/2021 knewell	08/12/2021	49.00	0.00	Paid	Y 08/03/2021
	CONTRACTUAL SERVICES			49.00			
26298 71355	MERIT LABORATORIES HILLSDALE AMR 590-547.000-801.000	07/29/2021 knewell	08/12/2021	734.50	0.00	Paid	Y 08/03/2021
	CONTRACTUAL SERVICES			734.50			
26545 71483	MERIT LABORATORIES BEF COMPLIANCE 590-547.000-801.000	08/04/2021 knewell	08/12/2021	168.25	0.00	Paid	Y 08/05/2021
	CONTRACTUAL SERVICES			168.25			
26615 71484	MERIT LABORATORIES BEF COMPLIANCE 590-547.000-801.000	08/04/2021 knewell	08/12/2021	286.50	0.00	Paid	Y 08/05/2021
	CONTRACTUAL SERVICES			286.50			
26422 71485	MERIT LABORATORIES BEF COMPLIANCE 590-547.000-801.000	08/04/2021 knewell	08/12/2021	286.50	0.00	Paid	Y 08/05/2021
	CONTRACTUAL SERVICES			286.50			
26504 71486	MERIT LABORATORIES BEF COMPLIANCE 590-547.000-801.000	08/04/2021 knewell	08/12/2021	286.50	0.00	Paid	Y 08/05/2021
	CONTRACTUAL SERVICES			286.50			
00121667-15 71301	MERS RETIREMENT CONTRIBUTIONS - 300101 101-172.000-716.000 101-174.000-716.000 101-209.000-716.000 101-215.000-716.000 101-253.000-716.000 101-301.000-716.000 101-336.000-716.000	07/31/2021 tbumpus	08/20/2021	77,983.71	0.00	Paid	Y 07/31/2021
	RETIREMENT			1,182.66			
	RETIREMENT			613.54			
	RETIREMENT			944.48			
	RETIREMENT			305.98			
	RETIREMENT			126.00			
	RETIREMENT			23,639.71			
	RETIREMENT			5,621.76			

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	101-400.000-716.000	RETIREMENT		653.81			
	101-441.000-716.000	RETIREMENT		1,539.28			
	208-751.000-716.000	RETIREMENT		1,134.36			
	588-588.000-716.000	RETIREMENT		533.45			
	640-444.000-716.000	RETIREMENT		575.30			
	699-441.000-716.000	RETIREMENT		570.20			
	101-000.000-228.003	DUE TO MMERS-RETIREMENT CONT.		17,084.18			
	582-175.000-716.000	RETIREMENT		14,109.03			
	590-175.000-716.000	RETIREMENT		5,175.52			
	591-175.000-716.000	RETIREMENT		4,174.45			
14662 71280	MICH ECONOMIC DEVELOPERS ASSOC 2021 MEMBERSHIP DUES	07/20/2021 klopresto	08/10/2021	305.00	0.00	Paid	Y 07/20/2021
	101-174.000-810.000	DUES AND SUBSCRIPTIONS		305.00			
3759537056 71365	MICH GAS UTILITIES NATURAL GAS UTILITY	06/25/2021 knewell	08/12/2021	45.59	0.00	Paid	Y 08/03/2021
	591-545.000-920.400	UTILITIES - GAS		45.59			
3760460651 71366	MICH GAS UTILITIES NATURAL GAS UTILITY	06/25/2021 knewell	08/12/2021	202.33	0.00	Paid	Y 08/03/2021
	590-547.000-920.400	UTILITIES - GAS		202.33			
3796095757 71380	MICH GAS UTILITIES NATURAL GAS UTILITY	07/28/2021 knewell	08/12/2021	56.67	0.00	Paid	Y 08/03/2021
	582-543.000-920.400	UTILITIES - GAS		28.34			
	590-175.000-920.400	UTILITIES - GAS		14.17			
	591-175.000-920.400	UTILITIES - GAS		14.16			
3795537119 71382	MICH GAS UTILITIES NATURAL GAS UTILITY	07/28/2021 knewell	08/12/2021	1,104.00	0.00	Paid	Y 08/03/2021
	590-547.000-920.400	UTILITIES - GAS		1,104.00			
J027830 71356	MICHIGAN PIPE & VALVE FLANGE/PIPE/BRASS NIPPLE	07/23/2021 knewell	08/12/2021	993.87	0.00	Paid	Y 08/03/2021
	591-544.000-930.000	REPAIRS & MAINTENANCE		993.87			
J027796 71436	MICHIGAN PIPE & VALVE 7020 M1 GRATES & FRAME - WILLIAMS	07/23/2021 KFLAUGHER	08/05/2021	1,186.78	0.00	Paid	Y 07/23/2021
	203-480.000-726.000	7020 M1 GRATES & FRAME		1,186.78			
J027737 71437	MICHIGAN PIPE & VALVE 1040 M1 GRATE - FLAT - ELM COURT	07/20/2021 KFLAUGHER	08/05/2021	235.17	0.00	Paid	Y 07/20/2021

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	203-480.000-726.000	1040 M1 GRATE - FLAT		235.17			
660790 71281	MIKA MEYERS BECKET & JONES PLC LEGAL SERVICES - NEGOATIONS 101-175.000-806.000	07/20/2021 tbumpus	08/05/2021	8,747.32	0.00	Paid	Y 06/30/2021
	20213814 71304	MILSOFT 8-1-2021 DISPATCH SUPPORT MILSOFT 582-544.000-801.000	08/01/2021 skeiser	666.67	0.00	Paid	Y 08/02/2021
		CONTRACTUAL SERVICES		666.67			
20214078 71305	MILSOFT 8-1-2021 IVR SUPPORT MILSOFT 590-546.000-801.000 591-175.000-801.000 582-544.000-801.000	08/01/2021 skeiser	08/06/2021	702.95	0.00	Paid	Y 08/02/2021
		CONTRACTUAL SERVICES		130.00			
		CONTRACTUAL SERVICES		130.00			
		CONTRACTUAL SERVICES		442.95			
781632 71399	NYE UNIFORM COMPANY TWO (2) PAIR PANTS/C. BURKE 101-336.000-742.000	07/16/2021 yvonne	09/05/2021	109.98	0.00	Paid	Y 07/16/2021
		CLOTHING / UNIFORMS		109.98			
781637 71401	NYE UNIFORM COMPANY TWO (2) PAIR PANTS/M. HAWKINS 101-336.000-742.000	07/16/2021 yvonne	09/05/2021	109.98	0.00	Paid	Y 07/16/2021
		CLOTHING / UNIFORMS		109.98			
67383 71403	PARNEY'S CAR CARE OIL CHANGE/TIRE ROTATION - UNIT -23 101-301.000-801.000	07/27/2021 yvonne	08/11/2021	52.00	0.00	Paid	Y 07/27/2021
		OIL CHANGE/TIRE ROTATION UNIT 2-3		52.00			
67393 71405	PARNEY'S CAR CARE OIL CHANGE/TIRE ROTATION - UNIT 2-2 101-301.000-801.000	07/29/2021 yvonne	08/13/2021	52.00	0.00	Paid	Y 07/29/2021
		OIL CHANGE TIRE ROTATION UNIT 2-2		52.00			
52838007 71469	PEPSI BEVERAGE'S COMPANY PEPSI PRODUCT SANDY BEACH 208-751.000-726.006	06/25/2021 mloren	06/25/2021	356.40	0.00	Paid	Y 06/30/2021
				356.40			
10284-1375134 71322	PERFORMANCE AUTOMOTIVE GENERAL MAINT SUPPLIES 101-295.000-930.000	08/03/2021 tbumpus	08/31/2021	71.39	0.00	Paid	Y 08/03/2021
		GENERAL MAINT SUPPLIES		71.39			

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10284-1374568 71329	PERFORMANCE AUTOMOTIVE POWERATED BELT 591-545.000-930.000	07/29/2021 knewell REPAIRS & MAINTENANCE	08/12/2021	14.09 14.09	0.00	Paid	Y 08/03/2021
10284-1373920 71344	PERFORMANCE AUTOMOTIVE POWER BELT 582-543.000-930.000	07/26/2021 knewell REPAIRS & MAINTENANCE	08/12/2021	28.58 28.58	0.00	Paid	Y 08/03/2021
10284-1374767 71438	PERFORMANCE AUTOMOTIVE CALIPER & BRAKE PADS - BPU #39-22 640-444.000-730.000	07/30/2021 KFLAUGHER CALIPER & BRAKE PADS - BPU #39-22	08/05/2021	169.07 169.07	0.00	Paid	Y 07/30/2021
10284-1374612 71439	PERFORMANCE AUTOMOTIVE FRONT HUB ASSEMBLY - BPU #39-55 640-444.000-730.000	07/29/2021 KFLAUGHER FRONT HUB ASSEMBLY - BPU #39-55	08/05/2021	501.96 501.96	0.00	Paid	Y 07/29/2021
10284-1374705 71440	PERFORMANCE AUTOMOTIVE OIL FILTER, WIPER BLADES - BPU 39-55 640-444.000-730.000	07/30/2021 KFLAUGHER OIL FILTER, WIPER BLADES - BPU 39-55	08/05/2021	39.38 39.38	0.00	Paid	Y 07/30/2021
10284-1373791 71441	PERFORMANCE AUTOMOTIVE FUEL FILTER - STOCK 640-444.000-730.000	07/23/2021 KFLAUGHER FUEL FILTER - STOCK	08/05/2021	32.34 32.34	0.00	Paid	Y 07/23/2021
10284-1373448 71442	PERFORMANCE AUTOMOTIVE FUEL ADDITIVE 640-444.000-730.000	07/21/2021 KFLAUGHER FUEL ADDITIVE	08/05/2021	20.38 20.38	0.00	Paid	Y 07/21/2021
10284-1374225 71443	PERFORMANCE AUTOMOTIVE 12V BATTERIES - ROLLER #78 640-444.000-730.000	07/27/2021 KFLAUGHER 12V BATTERIES - ROLLER #78	08/05/2021	126.99 126.99	0.00	Paid	Y 07/27/2021
10284-1370699 71456	PERFORMANCE AUTOMOTIVE LED BACKUP LAMP 101-336.000-730.000	06/30/2021 yvonne VEH./EQUIP. MAINT. SUPPLIES	08/05/2021	61.19 61.19	0.00	Paid	Y 06/30/2021
JULY 25, 2021 71383	PITNEY BOWES GLOBAL FIANANCIAL SERV POSTAGE 582-175.000-726.000 590-175.000-726.000	07/25/2021 knewell SUPPLIES SUPPLIES	08/12/2021	2,682.00 1,341.00 670.50	0.00	Paid	Y 08/03/2021

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	591-175.000-726.000	SUPPLIES		670.50			
114439 71265	PITTSFORD FEED MILL FIELD CHALK 208-751.000-726.000	06/15/2021 mloren	06/15/2021	43.40	0.00	Paid	Y 06/30/2021
	208-751.000-726.000	SUPPLIES		43.40			
114973 71266	PITTSFORD FEED MILL FIELD CHALK 208-751.000-726.000	06/30/2021 mloren	06/30/2021	21.70	0.00	Paid	Y 06/30/2021
	208-751.000-726.000	SUPPLIES		21.70			
56580744 71346	POWERLINE SUPPLY INVENTORY 582-000.000-110.000	07/21/2021 knewell	08/12/2021	1,610.43	0.00	Paid	Y 08/03/2021
	582-000.000-110.000	CABINET 3 PHASE SECTIONALIZ		1,610.43			
56580743 71347	POWERLINE SUPPLY INVENTORY 582-000.000-110.000 582-000.000-110.000 582-000.000-110.000	07/21/2021 knewell	08/12/2021	1,121.52	0.00	Paid	Y 08/03/2021
	582-000.000-110.000	ANCHOR - 10" POWER SCREW		759.20			
	582-000.000-110.000	KVSU 40		331.20			
	582-000.000-110.000	PHOTO CELL BRACKET		31.12			
56580742 71348	POWERLINE SUPPLY INVENTORY 582-000.000-110.000 582-000.000-110.000	07/21/2021 knewell	08/12/2021	1,945.86	0.00	Paid	Y 08/03/2021
	582-000.000-110.000	WIRE - COPPER TIE		756.00			
	582-000.000-110.000	WIRE - 2 STR 7/1 ACSR		1,189.86			
211960000610 71286	PRIORITY HEALTH HEALTH INSURANCE GROUP 791487 582-175.000-715.000 590-175.000-715.000 591-175.000-715.000	07/14/2021 tbumpus	08/01/2021	25,177.00	0.00	Paid	Y 08/01/2021
	582-175.000-715.000	HEALTH AND LIFE INSURANCE		14,571.04			
	590-175.000-715.000	HEALTH AND LIFE INSURANCE		5,303.00			
	591-175.000-715.000	HEALTH AND LIFE INSURANCE		5,302.96			
211960000618 71287	PRIORITY HEALTH HEALTH INSURANCE GROUP 791487 101-172.000-715.000 101-173.000-715.000 101-209.000-715.000 101-215.000-715.000 101-219.000-715.000 101-295.000-715.000 101-301.000-715.000 101-336.000-715.000 101-400.000-715.000 101-441.000-715.000 101-447.000-715.000	07/14/2021 tbumpus	08/01/2021	43,019.02	0.00	Paid	Y 08/01/2021
	101-172.000-715.000	HEALTH AND LIFE INSURANCE		495.61			
	101-173.000-715.000	HEALTH AND LIFE INSURANCE		1,486.83			
	101-209.000-715.000	HEALTH AND LIFE INSURANCE		495.61			
	101-215.000-715.000	HEALTH AND LIFE INSURANCE		1,486.83			
	101-219.000-715.000	HEALTH AND LIFE INSURANCE		2,973.66			
	101-295.000-715.000	HEALTH AND LIFE INSURANCE		1,189.47			
	101-301.000-715.000	HEALTH AND LIFE INSURANCE		15,363.94			
	101-336.000-715.000	HEALTH AND LIFE INSURANCE		3,964.88			
	101-400.000-715.000	HEALTH AND LIFE INSURANCE		1,486.83			
	101-441.000-715.000	HEALTH AND LIFE INSURANCE		1,189.47			
	101-447.000-715.000	HEALTH AND LIFE INSURANCE		495.61			

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	GL Distribution						
	208-751.000-715.000	HEALTH AND LIFE INSURANCE		1,189.47			
	588-588.000-715.000	HEALTH AND LIFE INSURANCE		3,568.41			
	640-444.000-715.000	HEALTH AND LIFE INSURANCE		495.61			
	699-441.000-715.000	HEALTH AND LIFE INSURANCE		7,136.79			
01251360 71444	PURITY CYLINDER GASES, INC. GAS CYLINDER RENTAL 640-444.000-801.000	07/31/2021 KFLAUGHER GAS CYLINDER RENTAL	08/05/2021	55.40 55.40	0.00	Paid	Y 07/31/2021
87229 71311	QTPOD REPLACEMENT FUEL FARM CARDS 101-295.000-930.000	07/29/2021 tbumpus REPLACEMENT FUEL FARM CARDS	08/28/2021	12.98 12.98	0.00	Paid	Y 07/29/2021
7232109 71367	QUALITY ASSURANCE SERVICES, LLC ANNUAL SERVICE & CALIBRATION OF LAB 590-547.000-801.000	07/23/2021 knewell CONTRACTUAL SERVICES	08/12/2021	210.00 210.00	0.00	Paid	Y 08/03/2021
B49297 71478	REED GELZER SOFTBALLS 208-751.000-726.000	05/26/2021 mloren SUPPLIES	06/30/2021	113.97 113.97	0.00	Paid	Y 06/30/2021
05/24/2021 71392	REYNOLDS, KRYSTAL DOCK SLIP REFUND 208-000.000-667.000	05/24/2021 mloren RENTS	06/24/2021	275.00 275.00	0.00	Paid	Y 06/30/2021
2657 71487	RJT CONSTRUCTION 106 WILLIAMS COURT PROJECT 591-544.000-930.000	08/02/2021 knewell REPAIRS & MAINTENANCE	08/12/2021	2,287.50 2,287.50	0.00	Paid	Y 08/05/2021
07.29.2021 71299	ROBERT LIVINGSTON CONCERT IN THE PARK 409-756.000-801.000	07/29/2021 tbumpus CONCERT IN THE PARK	08/05/2021	400.00 400.00	0.00	Paid	Y 07/29/2021
79611 71445	ROOT SPRING SCRAPER COMPANY ACT CYLINDER WITH NITROTEC ROD 640-444.000-730.000	07/29/2021 KFLAUGHER ACT CYLINDER WITH NITROTEC ROD	08/05/2021	737.94 737.94	0.00	Paid	Y 07/29/2021
86052 71408	SAFETY SERVICES INC. ONE (1) CASE 30 MINUTE RED ROAD 101-301.000-726.000 101-301.000-726.000	07/30/2021 yvonne ROAD FLARES FREIGHT HANDLING CHARGE	08/29/2021	114.62 101.00 13.62	0.00	Paid	Y 07/30/2021

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258707 71375	SLC METER LLC QUICK JOINT COUPLING/SHIPPING 591-544.000-930.000 REPAIRS & MAINTENANCE	07/20/2021 knewell	08/12/2021	126.12 126.12	0.00	Paid	Y 08/03/2021
258556 71481	SLC METER LLC FORD METER ADAPTER 591-544.000-930.000 REPAIRS & MAINTENANCE	06/24/2021 knewell	08/12/2021	159.20 159.20	0.00	Paid	Y 06/30/2021
64468 71289	SONIT SYSTEMS, LLC ANNUAL MICROSOFT LICENSING 401-900.000-975.040 COMPREHENSIVE COMPUTER UPDATE 582-000.000-123.000 PREPAID EXPENSES 590-000.000-123.000 PREPAID EXPENSES 591-000.000-123.000 PREPAID EXPENSES	07/26/2021 skeiser	08/06/2021	6,745.00 3,372.50 1,686.25 844.00 842.25	0.00	Paid	Y 07/27/2021
64513 71307	SONIT SYSTEMS, LLC WATCHGUARD SECURITY 271-790.000-801.000 CONTRACTUAL SERVICES	07/28/2021 MHILL	08/27/2021	1,420.00 1,420.00	0.00	Paid	Y 08/02/2021
64558 71455	SONIT SYSTEMS, LLC NET ADMIN SERVICES 271-790.000-970.000 NET ADMN SERVICES 101-175.000-801.000 NET ADMIN SERVICES 582-175.000-801.200 NET ADMIN SERVICES 590-175.000-801.200 NET ADMIN SERVICES 591-175.000-801.200 NET ADMIN SERVICES	07/31/2021 tbumpus	08/30/2021	1,627.50 315.00 656.25 328.13 164.07 164.05	0.00	Paid	Y 07/31/2021
E7385433T 71479	SPOK, INC MONTHLY PAGER SERVICE - DPS 101-441.000-801.000 MONTHLY PAGER SERVICE	08/02/2021 tbumpus	08/04/2021	19.05 19.05	0.00	Paid	Y 08/02/2021
591-10626708 71482	STATE OF MICHIGAN AWOS CONTRACT 101-295.000-801.000 AWOS CONTRACT	07/23/2021 tbumpus	08/22/2021	601.14 601.14	0.00	Paid	Y 07/23/2021
194382 71162	STOCKHOUSE CORPORATION ADMISSION FORMS FOR SANDY BEACH 208-751.000-726.006 ADMISSION FORMS FOR SANDY BEACH	07/16/2021 tbumpus	08/15/2021	40.00 40.00	0.00	Paid	Y 07/16/2021
194332 71251	STOCKHOUSE CORPORATION SANDY BEACH DAY PASSES	07/07/2021 mloren	08/05/2021	250.00	0.00	Paid	Y 07/26/2021

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	208-751.000-726.006	CONCESSION SUPPLIES		250.00			
194335 71283	STOCKHOUSE CORPORATION BRONZE PLAQUE FOR MRS. STOCK'S PARK 409-756.000-726.000	tbumpus BRONZE PLAQUE FOR MRS. STOCK'S PARK	07/09/2021 08/08/2021	138.99 138.99	0.00	Paid	Y 07/09/2021
484646 71362	SUPERIOR INDUSTRIAL SALES & SERVICE INSPECT GENERATORS 590-547.000-801.000	knewell CONTRACTUAL SERVICES	07/23/2021 08/12/2021	430.00 430.00	0.00	Paid	Y 08/03/2021
484643 71363	SUPERIOR INDUSTRIAL SALES & SERVICE INSPECT GENERATORS 590-547.000-801.000	knewell CONTRACTUAL SERVICES	07/23/2021 08/12/2021	930.00 930.00	0.00	Paid	Y 08/03/2021
484637 71364	SUPERIOR INDUSTRIAL SALES & SERVICE INSPECT GENERATORS 591-545.000-801.000	knewell CONTRACTUAL SERVICES	07/23/2021 08/12/2021	575.00 575.00	0.00	Paid	Y 08/03/2021
74046L 71473	TAYLOR FREEZER OF MICHIGAN, INC ICE CREAM MACHINE REPAIR (STORM 208-751.000-801.000	mloren CONTRACTUAL SERVICES	07/16/2021 08/05/2021	426.79 426.79	0.00	Paid	Y 08/04/2021
639098/1 71470	TEAM SPORTS, INC BASEBALL UNIFORMS 208-751.000-726.000	mloren BASEBALL UNIFORMS	05/04/2021 06/04/2021	648.00 648.00	0.00	Paid	Y 06/30/2021
645016 71471	TEAM SPORTS, INC BASBALL UNIFORMS 208-751.000-726.000 208-751.000-726.000 208-751.000-726.000 208-751.000-726.000 208-751.000-726.000 208-751.000-726.000 208-751.000-726.000 208-751.000-726.000 208-751.000-726.000	mloren INV 645016/1 INV 640513/1 INV 640504/1 INV 640566/1 INV 540508/1 INV 640560/1 INV 640552/1 INV 640558/1 INV 641193/1	06/21/2021 06/21/2021	6,722.95 649.95 850.00 902.00 694.00 895.00 642.00 850.00 716.00 524.00	0.00	Paid	Y 06/30/2021
1398 71433	THOMAS ALLEN MCNAIR JULY 2021 PORTA JOHN RENTALS 101-756.000-801.000 101-276.000-801.000	KFLAUGHER JULY 2021 PORTA JOHN RENTALS JULY 2021 PORTA JOHN RENTALS	07/29/2021 08/05/2021	1,705.00 1,610.00 95.00	0.00	Paid	Y 07/29/2021

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807352-202107-1							
71420	TRANSUNION RISK AND ALTERNATIVE ONLINE INVESTIGATIVE SYSTEM BILLING 101-301.000-801.000	08/01/2021 yvonne ONLINE INVESTIGATION	09/01/2021	75.00 75.00	0.00	Paid	Y 08/01/2021
530363371							
71472	UIS PROGRAMMABLE SERVICES UPGRADE HIGH SERVICE PUMP #1 VFD 591-000.000-158.000-213008	06/30/2021 tbumpus CONSTRUCTION WORK IN PROGRESS	08/05/2021	16,225.00 16,225.00	0.00	Paid	Y 06/30/2021
1620007189							
71291	UNIFIRST CORP CONTRACTUAL MAT & UNIFORM SERVICE 101-265.000-801.000	07/26/2021 tbumpus CONTRACTUAL SERVICES	08/25/2021	15.51 15.51	0.00	Paid	Y 07/26/2021
1620007748							
71415	UNIFIRST CORP CONTRACTUAL MAT & UNIFORM SERVICE 101-265.000-801.000	08/02/2021 tbumpus CONTRACTUAL SERVICES	09/01/2021	15.51 15.51	0.00	Paid	Y 08/02/2021
1620007188							
71453	UNIFIRST CORP RUGS & UNIFORMS -DPS 101-441.000-742.000 640-444.000-742.000 101-441.000-801.000 640-444.000-801.000	07/26/2021 KFLAUGHER RUGS & UNIFORMS -DPS RUGS & UNIFORMS -DPS RUGS & UNIFORMS -DPS RUGS & UNIFORMS -DPS	08/05/2021	90.09 33.11 8.82 28.34 19.82	0.00	Paid	Y 07/26/2021
1620007747							
71454	UNIFIRST CORP RUGS & UNIFORMS -DPS 101-441.000-742.000 640-444.000-742.000 101-441.000-801.000 640-444.000-801.000	08/02/2021 KFLAUGHER RUGS & UNIFORMS -DPS RUGS & UNIFORMS -DPS RUGS & UNIFORMS -DPS RUGS & UNIFORMS -DPS	08/05/2021	87.46 33.11 6.19 28.34 19.82	0.00	Paid	Y 08/02/2021
49303760							
71357	UNIVAR SOLUTIONS USA INC SOD HYPO LIQUICHLOR 591-545.000-727.200	07/19/2021 knewell SUPPLIES - SODIUM HYPOCHLORITE	08/12/2021	1,618.64 1,618.64	0.00	Paid	Y 08/03/2021
2054							
71252	URBAN GRAFFITI COACH PITCH SHIRTS 208-751.000-726.000	07/14/2021 mloren SUPPLIES	08/05/2021	1,423.85 1,423.85	0.00	Paid	Y 07/26/2021
2055							
71253	URBAN GRAFFITI T-BALL SHIRTS 208-751.000-726.000	07/14/2021 mloren SUPPLIES	08/05/2021	1,265.70 1,265.70	0.00	Paid	Y 07/26/2021

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2056 71254	URBAN GRAFFITI COACH PITCH COACHES SHIRTS 208-751.000-726.000	07/14/2021 mloren	08/05/2021	12.70	0.00	Paid	Y 07/26/2021
	SUPPLIES			12.70			
2076 71255	URBAN GRAFFITI ADDITIONAL T-BALL/COACH PITCH SHIRTS 208-751.000-726.000	07/20/2021 mloren	08/05/2021	28.05	0.00	Paid	Y 07/26/2021
	SUPPLIES			28.05			
664372 71369	USABLUBOOK GLASS FIBER FILTER 590-547.000-726.900	07/15/2021 knewell	08/12/2021	164.09	0.00	Paid	Y 08/03/2021
	SUPPLIES - LABORATORY			164.09			
530363757 71378	UTILITIES INSTRUMENTATION SERVICE UPGRADE MOTOROLA RTU'S AT NORTH 591-544.000-930.000	05/28/2021 knewell	08/12/2021	6,685.00	0.00	Paid	Y 06/30/2021
	REPAIRS & MAINTENANCE			6,685.00			
9883164650 71268	VERIZON WIRELESS MONTHLY BPU VERIZON BILL 582-175.000-925.000 591-175.000-925.000 590-175.000-925.000	07/24/2021 skeiser	08/06/2021	1,017.50	0.00	Paid	Y 06/30/2021
	TELEPHONE			681.38			
	TELEPHONE			168.19			
	TELEPHONE			167.93			
14101-001 71315	VIKING INDUSTRIAL PAINTING 1,000,000 GALLON COMPOSITE ELEVATED 591-000.000-158.000-213006	07/06/2021 JMANGAN	07/29/2021	322,065.00	0.00	Paid	Y 08/02/2021
	CONSTRUCTION WORK IN PROGRESS			322,065.00			
VA6848 71425	VIRTUAL ACADEMY VIRTUAL ACADEMY TRAINING COURSES - 101-301.000-861.005 101-301.000-861.000	07/23/2021 yvonne	08/22/2021	765.00	0.00	Paid	Y 07/23/2021
	15 OFFICERS ACADEMY TRAINING/STATE TRAI			675.00			
	2 CIVILIAN ACADEMY TRAINING			90.00			
07312021 71446	WATKINS OIL COMPANY 7/2021 FLEET FUEL - 640-444.000-740.301	07/31/2021 KFLAUGHER	08/05/2021	2,362.80	0.00	Paid	Y 07/31/2021
	7/2021 FLEET FUEL - POLICE			2,362.80			
07312021DPS 71447	WATKINS OIL COMPANY 7/2021 FLEET FUEL - DPS 640-444.000-740.000	07/31/2021 KFLAUGHER	08/05/2021	2,509.29	0.00	Paid	Y 07/31/2021
	7/2021 FLEET FUEL - DPS			2,509.29			

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07312021 71448	FIRE WATKINS OIL COMPANY 7/2021 FLEET FUEL - 101-336.000-740.000	07/31/2021 KFLAUGHER 7/2021 FLEET FUEL - FIRE	08/05/2021	362.02 362.02	0.00	Paid	Y 07/31/2021
073121 71449	AIRPORT WATKINS OIL COMPANY 7/2021 FLEET FUEL - AIRPORT 101-295.000-740.000	07/31/2021 KFLAUGHER 7/2021 FLEET FUEL - AIRPORT	08/05/2021	86.48 86.48	0.00	Paid	Y 07/31/2021
7312021 71450	DART WATKINS OIL COMPANY 7/2021 FLEET FUEL - DART 588-588.000-740.000	07/31/2021 KFLAUGHER 7/2021 FLEET FUEL - DART	08/05/2021	1,539.55 1,539.55	0.00	Paid	Y 07/31/2021
000090-2121201 71489	WATKINS OIL COMPANY FUEL & LUBRICANTS 582-544.000-740.000 590-547.000-740.000 591-544.000-740.000	07/31/2021 knewell FUEL AND LUBRICANTS FUEL AND LUBRICANTS FUEL AND LUBRICANTS	08/12/2021	2,672.09 1,336.05 668.02 668.02	0.00	Paid	Y 08/05/2021
07292021 71451	WHALEY, DAVID REIMBURSEMENT DOT PHYS 101-441.000-955.588	07/29/2021 KFLAUGHER MISC. - CDL LICENSING/TESTING - D.WHALE	08/05/2021	100.00 100.00	0.00	Paid	Y 07/29/2021
08/05/2021 71494	WISNESKI, KELLY M UB refund for account: 014175 582-000.000-202.100	08/05/2021 JMANGAN 4CCH	08/12/2021	91.09 91.09	0.00	Paid	Y 08/05/2021
8516 71432	WORKHEALTH-QUINCY, PLLC PRE-EMPLOYMENT PHYSICAL/10-PANEL 101-336.000-955.221 101-336.000-955.221	08/03/2021 yvonne PRE-EMPLOYMENT PHYSICAL EXAM/C. BURNS 10-PANEL DRUG SCREEN/C. BURNS	08/30/2021	103.00 53.00 50.00	0.00	Paid	Y 08/03/2021
8334 71492	WORKHEALTH-QUINCY, PLLC PRE EMPLOYMENT SCREENING - STAGGS 590-175.000-801.000 591-175.000-801.000	06/04/2021 tbumpus PRE EMPLOYMENT SCREENING - STAGGS PRE EMPLOYMENT SCREENING - STAGGS	07/15/2021	88.00 44.00 44.00	0.00	Paid	Y 06/04/2021
8458 71493	WORKHEALTH-QUINCY, PLLC DOT MRO - CULBERT 582-175.000-801.000	07/13/2021 tbumpus DOT MRO - CULBERT	08/14/2021	49.00 49.00	0.00	Paid	Y 07/13/2021

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
072138533 71345	WRIGHT TREE SERVICE TREE TRIMMING 582-544.000-801.300	07/22/2021 knewell	08/12/2021	3,128.40	0.00	Paid	Y 08/03/2021
	TREE TRIMMING			3,128.40			
# of Invoices:	238	# Due:	0	Totals:	1,295,871.64	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				1,295,871.64	0.00		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			120,175.45	0.00		
	202 - MAJOR ST./TRUNKLINE FUND			1,518.70	0.00		
	203 - LOCAL ST. FUND			4,073.08	0.00		
	208 - RECREATION FUND			15,408.11	0.00		
	247 - TAX INCREMENT FINANCE ATH.			100,568.60	0.00		
	271 - LIBRARY FUND			2,654.67	0.00		
	401 - CAPITAL IMPROVEMENT FUND			3,372.50	0.00		
	409 - STOCK'S PARK			1,237.99	0.00		
	481 - AIRPORT IMPROVEMENT FUND			17,483.17	0.00		
	582 - ELECTRIC FUND			51,590.33	0.00		
	588 - DIAL A RIDE			7,975.96	0.00		
	590 - SEWER FUND			23,654.50	0.00		
	591 - WATER FUND			372,598.22	0.00		
	633 - PUBLIC SERVICES INV. FUND			1,158.40	0.00		
	640 - REVOLVING MOBILE EQUIP. FUND			8,679.98	0.00		
	699 - DPS LEAVE AND BENEFITS FUND			8,037.05	0.00		
	703 - TREASURER'S TAX COLLECTION F			555,684.93	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	000.000 -			921,374.61	0.00		
	172.000 - CITY MANAGER			1,806.65	0.00		
	173.000 - HUMAN RESOURCES			1,582.74	0.00		
	174.000 - ECONOMIC DEVELOPMENT			918.54	0.00		
	175.000 - ADMINISTRATIVE SERVICES			76,161.97	0.00		
	209.000 - ASSESSING DEPARTMENT			1,467.74	0.00		
	215.000 - CITY CLERK DEPARTMENT			1,924.06	0.00		
	219.000 - FINANCE DEPARTMENT			3,165.48	0.00		
	233.000 - PUBLIC SERVICES INVENTOR			500.00	0.00		
	253.000 - CITY TREASURER			130.49	0.00		
	265.000 - BUILDING AND GROUNDS			1,289.05	0.00		
	266.000 - PARKING LOTS			600.00	0.00		
	276.000 - CEMETERIES			108.99	0.00		
	295.000 - AIRPORT			7,139.36	0.00		
	301.000 - POLICE DEPARTMENT			43,542.64	0.00		
	336.000 - FIRE DEPARTMENT			10,724.08	0.00		
	372.000 - CODE ENFORCEMENT			75.00	0.00		
	400.000 - PLANNING DEPARTMENT			2,236.55	0.00		
	441.000 - PUBLIC SERVICES DEPARTME			15,406.33	0.00		
	444.000 - MOBILE EQUIPMENT MAINTEN			8,679.98	0.00		
	447.000 - ENGINEERING SERVICES			591.52	0.00		
	450.000 - STREET SURFACE			1,661.31	0.00		
	460.000 - R.O.W MAINTENANCE			1,353.04	0.00		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY DEPT/ACTIVITY ---							
	460.500 - TRUNKLINE R.O.W. MAINTEN			130.48	0.00		
	470.000 - TREES			900.00	0.00		
	480.000 - DRAINAGE			1,546.95	0.00		
	543.000 - PRODUCTION			56.92	0.00		
	544.000 - DISTRIBUTION			18,638.05	0.00		
	545.000 - PURIFICATION			6,699.56	0.00		
	546.000 - OPERATIONS			147.58	0.00		
	547.000 - TREATMENT			8,350.44	0.00		
	588.000 - DIAL-A-RIDE			7,975.96	0.00		
	751.000 - RECREATION DEPARTMENT			14,653.11	0.00		
	756.000 - PARKS			10,253.52	0.00		
	790.000 - LIBRARY			2,654.67	0.00		
	900.000 - CAPITAL OUTLAY			121,424.27	0.00		

CITY COUNCIL MINUTES

City of Hillsdale
August 2, 2021
7:00 P.M.

Regular Meeting

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 roll call.

Council Members present:	Adam Stockford, Mayor
	R Greg Stuchell, Ward 1
	Anthony Vear, Ward 1
	Cynthia Pratt, Ward 2
	William Zeiser, Ward 3
	Bruce Sharp, Ward 3
	Raymond Briner, Ward 4
	Robert Socha, Ward 4

Council Members absent:	Morrissey
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Also Present: David Mackie (City Manager), Attorney Tom Thompson, Katy Price (City Clerk), Scott Hephner (HCPD/HCFD), Mark Hawkins (HCFD), Jake Hammel (DPS Director), Penny Swan, Dennis Wainscott, Lance Lashaway, Linda Quiggle, Ben Quiggle, Ferran Quiggle, Ashlynn Moore, Anna Springborn, Mary Harman, Mars Mason, Luke Hollenbaugh, Emily Shelcusk, Shannon Gainer, Keith Porter, Brady Helmrig, Sheri Lemki, James Galloway, Jeffery Rogers, Richard Stephenson, Laura Leutheuser, Beth Calvert, Claire Calvert, Arthur Hilgendorf, Shannon Spahr, Georgeann Hilgendorf, Stephanie Myers, Kathryn Watkins, Leisha Taylor, Carson Cooley, Candy Carter, Jake Healy, Kris Healy, David Turner, Angela Turner, Tim Sullivan, Brandan Hadlock, Christine Hadlock, Heather Tritchka, Judy DeVries, Chloe Tritchka, Mark Lee Dickson, K Suganuma, Liz Wells, Carrie Nolten, Fred Nolten, Olivia Tritchka, Adam Matthews, Josh Colletta, Ted Jansen, Jane Englehart, Namoo Carolan, Anne Schmitt, Randy Schmitt, Adelaide Holmes, Elizabeth Turner, Ryan Cote, Chris Goffos, Colin Brown, Paula Karlorich, Rick Moeggenberg, Anthony Czerwonka, Marcus Reynolds, Raul Larlovich, Carol Czerwonka, Nancy DeBacker, Eric Leutheuser, Joshua Antonini.

Approval of Agenda

Motion by Council Member Socha, seconded by Council Member Vear approve the agenda as presented.

Roll call:		
	Council Member Briner	Aye
	Council Member Vear	Aye
	Council Member Socha	Aye
	Council Member Sharp	Aye
	Council Member Stuchell	Aye
	Council Member Pratt	Aye
	Council Member Zeiser	Aye
	Mayor Stockford	Aye

Motion passed 8-0.

Public Comment

Dave Turner, city resident, thanked council for opportunity to voice opinion on city business. Turner stated that he was in favor of the ordinance to declare the city a sanctuary for the unborn.

Dennis Wainscott, city resident, stated we all have God given rights and breath the same air, we need to speak and stand up for the unborn rights and they should have the same rights as everyone.

Namoo Carolan, Hillsdale County, stated she hopes that the proposed ordinance is passed to prevent abortions, spoke on abortion laws and recited scripture.

Kabe, Coldwater, stated the proposed ordinance force people to have kids and can't afford it as well as rape victims. He is not in favor of the ordinance as there aren't any abortion clinics in Hillsdale to begin with.

Jeff Rodgers, city resident, stated he champions life. Fought for the country for the right of other nation's people and stands for the right of life for the unborn Americans. Mentioned to Council they have a duty to make an important decision to choose life. In favor of ordinance.

Josh Colletta, city resident, stated the proposed ordinance is unconstitutional and unenforceable. Colletta mentioned that it is a waste of time and resources. Not the job of city government and is not in favor of the ordinance.

Charles Vear, city resident, urged council to give the unborn the same rights to life as everyone else has, just equal rights no more no less. The purpose of an abortion is to intentionally kill an unborn child. Asked council to pass the ordinance.

Adelaide Holmes, city resident, stated that we all have human rights, the proposed ordinance protects the rights of the most vulnerable of citizens, the unborn. Holmes urged council to pass the ordinance.

Kathryn Watkins, Hillsdale County, shared a story of a friend and her minor daughter from Texas. Watkins mentioned that the city is home of the only hospital and only OBGYN offices in the county and with the passage of the proposed ordinance it will affect all women in the entire county.

Ashlynn Moore, city resident, shared her personal story of abuse. Mentioned stats on hunger, foster care and abuse. Moore stated that all lives matter but not all lives are good and not everyone should have children that have them.

Linda Quiggle, Hillsdale Township, stated that all lives are important. Quiggle shared that less than 1% of abortions are taken by women whose lives are in danger. She stated that 70% of women who are pregnant look to abortion because they don't have the support they need to have a child. Hillsdale needs to have more services available to help these women.

Judy DeVries, stated she is visiting Hillsdale and currently working with Michindoh Conference Center but resides in California. She urged council to pass the proposed ordinance as abortion is a horrific permanent solution to a temporary situation. She stated the importance of having local services like the Helping Hands available.

Candy Carter, city resident, stated that she is shocked that the proposed ordinance is even on the agenda. Not in favor of the ordinance and questioned the legality of it.

Sheri Lemke, city resident, stated abortion is murder and shared her personal story about how she assisted with the process as a child.

Leisha Taylor, Hillsdale County, stated the proposed ordinance is unconstitutional and is concerned with the health of women if the ordinance passes.

Shannon Gainer, city resident, shared that abortion is not a one day act, it has side effects for the woman's entire life. She shared her story about her miscarriage. Gainer stated that there are a lot of free birth control options available and to not use abortions as one of them.

Heather Tritchka, city resident, stated that she contacted Mark Lee Dixon, she mentioned that a group went door to door and collected 400 signatures to see if there was an interest of establishing an unborn sanctuary in the city. The proposed ordinance doesn't take away any rights at this time and won't change anything but will not allow abortion clinics in the city and abortion pills be mailed within the city.

Farren Quiggle, city resident, stated she was pro-life and supports the proposed ordinance. She stated that legality doesn't equal morality. Miscarriages are different than abortions, a miscarriage is the loss of a child, and abortions are an intentional taking of a child's life.

Paul Karlovich, Hillsdale County, stated he supports the proposed ordinance and mentioned that the council has an opportunity to do something great for our community.

Stephanie Myers, city resident, stated that there is no abortion clinics in the county and doesn't understand why it is on the agenda as it is wasting time and resources. Council should be focusing on the drug problem, affordable housing and the poor infrastructure. Myers mentioned that her group collected 540 signatures in opposition of the proposed ordinance.

Emily Shelcusk, Auburn Hills, staff member of Students life of America, stated that young people of America are proudly pro-life and many people in the community have been waiting for an ordinance like the one proposed. Abortion is not health care it creates all sorts of problems mentally, emotionally and physically. She mentioned the proposed ordinance is an incredible opportunity to protect the most vulnerable and restore justice and dignity for the smallest members of our community.

Joshua, city resident, stated that the proposed ordinance is criminalizing speech but doesn't state what the speech actually is. Asked council if they have the right to tell someone what they should believe about other people and legislate what sort of beliefs they should have.

Christopher, Hillsdale Township, stated he is firmly anti-abortion but is concerned by the content in the proposed ordinance. Asked council to read and review the ordinance as it is useless as it is written, and if it is something the citizens want, then to draft their own with the assistance from the local legal team and citizens.

Brandon Hadlock, city resident, stated he is in favor of life of the unborn, but would like to see some modification to the proposed ordinance as some women do not have a choice to have a child like rape or incest victims. As well as an amendment so that citizens aren't encouraged to report and tell on others but to consider their feelings.

Ryan Cote, city resident, stated he's in support of life and the right to life and is favor of the ordinance by doesn't want to see the ordinance rushed through as it is important. Council should have a public hearing and discuss it further. Life is beautiful and we should support it.

Georgeann Hilgendorf, city resident, shared her personal story and mentioned that every life and baby is a miracle and is in support of the proposed ordinance.

Tim Sullivan, Hillsdale Township, thanked council and all who serve. Asked council as a matter of procedure move the proposed ordinance forward and set up a public hearing.

Adam Matthews, Ohio, thanked council for giving the opportunity for the public to speak on the proposed ordinance. Matthews stated with the current language in the ordinance it has held up in court.

Mark Lee Dixon, Texas, came to Hillsdale as there was interest in Hillsdale with the proposed ordinance. Stated that there was lawsuits that came against the ordinance but has held up in court and won. Lawyers like Jonathon Mitchell are willing to help and represent Hillsdale at no cost if the proposed ordinance is passed. Stated he is willing to speak with anyone that may have any questions.

Lance Lashaway, Hillsdale County, doesn't see why the proposed ordinance is on the agenda and why the city is discussing it.

Carson Cooley, city resident, the proposed ordinance is outside of local authority and asked why it is

even being discussed. Not in favor of the ordinance and encouraged council to vote to not pass it. Cooley thanked the Mayor and Mr. Lashaway for their help with his car a week ago.

Laura Leutheuser, Hillsdale County, thanked the public for all the comments on the proposed ordinance. She stated we must stand for truth even when it is uncomfortable or if it causes a ruckus. Each person has a right to life, the unborn included.

Joshua Antonini, Ohio, stated he is a pro-life individual, murder is wrong. All humans have the right to life and are valuable, unborn are humans and are valuable as well. Thanked council for time.

Penny Swan, city resident, stated she is against abortion and is pro-life but is against the proposed ordinance. She mentioned that transparency was lacking on the ordinance and feels like it was rush for a vote.

Ted Jansen, city resident, stated sections of the proposed ordinance are troubling and mentioned it is a total over reach and is not in favor of it.

Ben Quiggle, city resident, is pro-life and believes the proposed ordinance is a good idea but needs to be vetted and modified to be effective.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of July 22, 2021 \$2,177,645.04
 - 2. Payroll of July 8, 2021 \$212,412.22; July 22, 2021 \$179,666.98
- B. Finance Report July 22, 2021
- C. City Council Minutes of July 19, 2021
- D. TIFA Targeted Development Minutes of June 29, 2021
- E. TIFA Minutes of May 18, 2021
- F. Governance Board Minutes of June 17, 2021
- G. Minutes of the 2021 July Board of Review
- H. MML Board of Trustees Election Ballot
- I. Hillsdale College Alley Closure Agreement – Welcome Party
- J. 2021 Archery Deer Hunt
- K. Hillsdale College Alley Closure/Noise Variance College Student Involvement Fair
- L. Hillsdale College Street Closure/Noise Variance Freshman Convocation
- M. Hillsdale College Alley Closure/Noise Variance Freshman Dinner

Motion by Council Member Socha, seconded by Council Member Zeiser to approve the Consent agenda as presented.

Roll call:

Council Member Vear	Aye
Council Member Briner	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Council Member Pratt	Aye
Council Member Zeiser	Aye
Mayor Stockford	Aye
Council Member Socha	Aye

Motion passed 8-0.

Communications/Petitions

- A. MEDC Letter- 2021 Water-Related Infrastructure
- B. Michigan Gas Utilities -2022-2023 EWR Plan
- C. Hillsdale County Recreation Plan Resolution

All items presented for the purpose of information only.

Introduction and Adoption of Ordinances/Public Hearings

None

Old Business

A American Rescue Act Update

David Mackie, City Manager reported that no funds have been received yet. Application was completed and submitted to the Treasury. Estimated amount to be received is \$837,000.00.

B Infrastructure Construction Update

Jake Hammel, DPS Director reported that Elm Court water/sewer mains have been completed and there are a few services that need tied over.

Special Assessment District projects, contractors have started in Hillcrest Dr. area and completed work on Riverdale St side. Contractors have completed the outfalls on storm sewer issues. Concrete to be put down later this week. Project scheduled to be completed September 4, 2021.

Transfer Station building has been demolished, contractor is prepping foundation for the new building and working on floor. Project completion date is set for the end of September 2021.

Council discussion ensued on flooding issues with Center City Apartment area along with the entire city from previous weather conditions.

New Business

A. Vacant Land Offer – 203 Development Drive

Motion by Council Member Socha, seconded by Council Member Zeiser to approve the sale of a 3.92 acre parcel of vacant land at 203 Development Drive in the amount of \$20,000.00 to Fix Roof, LLC.

Roll call:

Council Member Briner	Aye
Council Member Vear	Aye
Council Member Socha	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Council Member Pratt	Aye
Council Member Zeiser	Aye
Mayor Stockford	Aye

Motion passed 8-0.

B. City of Hillsdale Employee Handbook

City Manager Mackie updated council on a few changes made to the handbook. Mackie mentioned that the handbook has not been updated for several years. Updated changes include; PTO policy, commercial driver’s license requirement, Call to Duty and including Martin Luther King Jr. Day as a holiday.

Council discussion ensued on Martin Luther King, Jr holiday as well as the Social Media policy.

Motion by Council Member Vear, seconded by Council Member Pratt to approve the updated handbook.

By a voice vote, the motion passed unanimously.

C Broadband Task Force

City Manager Mackie stated the City is working with the county to establish a Broadband Task Force comprised of representatives from the county, local cities and townships. The Task Force is an effort to move forward with planning and improving access to higher speed internet throughout Hillsdale County.

Mayor Stockford volunteered to serve as the city council representative on the Task Force.

Motion by Council Member Zeiser, seconded by Council Member Briner to approve Mayor Stockford as the city council representative.

By a voice vote, the motion passed unanimously.

E IAFF (Fire Fighter Local 961 Union Contract)

Chief Hephner updated council on the changes made to the proposed contract.

Motion by Council Member Briner, seconded by Council Member Socha approve the IAFF Fire Fighters Local 961 Union Contract as presented.

Roll call:

Council Member Briner	Aye
Council Member Vear	Aye
Council Member Socha	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Council Member Pratt	Aye
Council Member Zeiser	Aye
Mayor Stockford	Aye

Motion passed 8-0.

D Declaring Hillsdale a Sanctuary for the Unborn

Council Member Vear lead discussion on the subject. Vear stated that life begins at conception and mention that council recites the pledge of allegiance before every meeting, which states there is liberty and justice for all, which also includes the unborn. Vear stated that there has been a lot of misinformation presented to the public on the ordinance. He supports the ordinance and wanted to clarify there is no action taken on this item at the meeting tonight.

Council Member Stuchell stated that the ordinance looks the way it does because it is to stand strong against any legality. Stated signatures were obtained to see if there was enough interest in the community for this item. Thanked the mayor and rest of council on taking a stance on a few other tough items that were brought forth for council to act on previously. Stuchell mentioned that a public hearing on the ordinance needs to be set.

Council Member Sharp mentioned that the ordinance should be reviewed to the Operations and Governance Committee to make any modification before coming to council and also allow the city attorney to review it.

Mayor Stockford stated that he had issues with some of the content of the ordinance. He doesn't agree with abortion but doesn't think you should bring charges against someone or a neighbor. Stockford suggested to make modifications to it to fit the community. He mentioned that he thought there was a rush to get the ordinance passed at this meeting which confused a lot of the public.

Council Member Stuchell mentioned to send it to the Operations and Governance committee to review and modify and then bring back to council to set a public hearing.

Council Member Socha, seconded by Council Member Pratt motioned to send the ordinance to the Operations and Governance Committee for review and possible modification.

By a voice vote, the motion passed unanimously.

Miscellaneous Reports

- A. Proclamation – None
- B. Appointments—None
- C. Other – None

General Public Comment

Josh Colletta, city resident, finished his comments from the first public comment. He mentioned there are broader issues that council needs to be working on as well as fixing local issues. Colletta stated that city and all government have no place to tell anyone what to do with their bodies.

Mark Lee Dixon, Texas, stated that there was much misinformation circulating on the ordinance. Dixon stated that any modifications to the presented ordinance may hinder assistance from the attorney Jonathan F. Mitchell at no cost.

Ted Jansen, city resident, stated that any change or modification to the ordinance may result with little help or a cost from the attorney is absurd and disgusting.

Adam Mathews, Ohio, thanked council and other public officials for serving the community and stated the Hillsdale is a beautiful city and urged council to vet and continue to process the ordinance.

Joshua Antonini, Ohio, stated that everyone has freedom and free will and is allowed to basically do what they want but not when it harms or hurts someone including the unborn.

City Manager's Report

Manager Mackie reported a finance director opening as Joseph Mangan has submitted his resignation.

Event: Summer in the City, Friday, August 6, 2021 from 4:00 p.m. – 8:00 p.m. cruise in car show, sidewalk sales, and local food vendors in downtown Hillsdale.

Event: Summer String Festival on Thursday, August 5, 2021 at 7:00 p.m. and the Movies in the Park on Friday, August 6, 2021 at 9:30 p.m. both events are located at Mrs. Stock's Park.

Event: Will Carleton Poor House Farm Festival on Saturday, August 7, 2021 from 9:00 a.m. – 4:00 p.m.

Council Comments

Council Member Socha agreed with Council Member Vear and is for right to life and in favor of the ordinance and is grateful for it to be reviewed by the Operations and Governance committee.

Council Member Sharp stated there are term limits for council members. He is on his last term as he has served many years. Sharp mentioned that he never saw a petition for signature of interest for the ordinance.

Council Member Stuchell stated that there is no rush for this ordinance and glad it will be reviewed by Operations and Governance committee.

Adjournment

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

By a voice vote, the motion passed unanimously.

The meeting adjourned at 9:50 p.m.

Adam L. Stockford, Mayor

Katy Price, City Clerk

City of Hillsdale Agenda Item Summary

Meeting Date: August 16, 2021

Agenda Item: Consent

SUBJECT: Hillsdale College Street Closure Agreement – Freshman Convocation

BACKGROUND: Michelle Loren, Recreation Director

Hillsdale College has submitted a Right of Way permit requesting street closures in and around the Hillsdale College Campus for the purpose of holding its 2021 Freshman Convocation. The closure of Hillsdale Street between College Street and Galloway St./Barber Drive will take place beginning at 1:30 p.m. and ending at 5:30 p.m. on August 22, 2021 pursuant to TCO #2021-22.

Use of City barricades and signs are part of this request.

The agreement has been reviewed and approved by legal counsel.

I recommend Council approve the agreement and authorize signatures by the Mayor and Clerk.

STREET/SIDEWALK CLOSURE AGREEMENT
Hillsdale College
2021 Freshman Convocation
August 22, 2021

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (“Hillsdale”) and Hillsdale College, 33 E. College St., Hillsdale, Michigan 49242.

Preamble

Hillsdale controls the usage of local streets within its jurisdiction. Among other governmental functions, Hillsdale seeks to promote the use of its streets for the use and benefit of its citizens and the general public.

At various times, functions are proposed that involve the use of a portion of a public street to which Hillsdale’s citizens, as well as the public at large, are invited and encouraged to attend. In such instances, when Hillsdale determines that the proposed activity will inure to the economic, cultural and general benefit of its citizens and of the community at large, it has endeavored to cooperate with the activity’s sponsor/promoter. In doing so, Hillsdale is concerned with regulating the use of its streets in order to reasonably assure that they are not used in a manner that exposes persons attending activities as are allowed to take place in or on any portion of its public streets to unreasonable risks of harm, as well as to assure that no damage is done to its street facilities.

Hillsdale College desires to hold an event requiring the closure of Hillsdale Street between College Street and Barber Drive and the adjacent sidewalks for the purpose of its Freshman Convocation Ceremony on Sunday, August 22, 2021 with the cleanup activities to be conducted and finalized within a specified period following the end of the event.

Hillsdale College has represented that it is a responsible organization and that it has created appropriate regulations and policies by which it will regulate participants in the event it proposes to sponsor. Hillsdale College also represents that participation in its event is and will be open to all on a nondiscriminatory basis.

Hillsdale has determined that it is in its best interests and the interests of the general public to allow Hillsdale College to use the above mentioned streets as the site from which it may conduct its proposed events, and Hillsdale College has agreed to do so, all in accordance with the following terms and conditions.

Agreement

1. In consideration of and reliance on Hillsdale College’s promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Hillsdale College to use the following portions of its streets during specified periods on August 25, 2019, for the purpose of preparing for and conducting its proposed event and related activities for the use, benefit and enjoyment of the general public during the stated hours and to thereafter restore said streets to a condition fit for public travel that is at least as good as when taken, all as hereinafter provided:

- a. The closure of Hillsdale Street between E. College Street and Galloway St./Barber Drive and the adjacent sidewalks beginning at 1:30 p.m. and ending at 5:30 p.m. on August 22, 2021, for the purpose of holding the Freshman Convocation Ceremony.

2. Hillsdale further agrees that it shall temporarily close Hillsdale Street between E. College Street and Galloway St./Barber Drive by Traffic Control Order 2021-22 passed by City Council on August 2, 2021 between the hours set forth for each area in subparagraph a. of paragraph 1 of this agreement.

3. Hillsdale College agrees to and shall be solely responsible for obtaining, posting, and paying the fees for all applicable and necessary permits and barricade rental fees, including but not limited to those that might be required by the Federal Highway Administration, the placement of barricades, the posting of signs, as well as any rules, regulations and requirements, or other conditions that might be required by any state, county, or local statute, ordinance, rule or regulation.

4. Hillsdale College agrees that immediately following the end of the events and at its sole expense, it shall promptly remove or cause the removal of all equipment, barricades, signs, and other items pertaining to the closures and properly store such items in Hillsdale College's parking lot until they are returned to the City; provided that the College shall return the barricades to the City's Department of Public Service's facility on Waterworks Drive no later than 3:00 p.m. on Monday, August 23, 2021. Hillsdale College shall notify the Hillsdale City Police and secure its permission to open the street(s) to vehicular traffic before removing the barricades that Hillsdale's Police Department has placed to block Hillsdale Street from the public's vehicular use. Hillsdale's barricades, when removed, shall be placed out of the main traveled portion of the street adjacent to the curbs.

5. Hillsdale College further agrees that the removal of all equipment, barricades, signs, and other items from the Hillsdale Street closure and the surrounding affected areas, and the restoration of the entire area occupied or used by it to a swept and tidy condition shall be completed not later than noon on Monday, August 23, 2021.

6. Hillsdale College agrees to abide by all applicable statutes, ordinances, rules, and regulations pertaining to it and to all provisions of this agreement during its occupancy and use of the described portion of Hillsdale Street.

7. Hillsdale College agrees that it shall not permit any street other than the described portion of Hillsdale Street to be blocked or obstructed. Further, Hillsdale College agrees to and shall confine its proposed event activities solely to Hillsdale Street between College Street and Barber Drive.

8. Hillsdale College agrees and understands that it, at its sole expense, is and shall be solely responsible for the repair and restoration of all damage to private or public property, whether real or personal, that results from or because of Hillsdale College's proposed event, and to leave the premises in a condition equal to or better than existed prior to its use, free from all garbage, trash or other items.

9. Hillsdale College represents that it is a valid Michigan corporation and further represents that it possesses or will obtain and provide persons with the skill, experience, competence, and financial ability to carry out and fulfill all of its duties and obligations under this contract in a timely and professional manner.

10. Hillsdale College further represents and covenants that it does not discriminate against any employee, applicant for employment, and shall not discriminate against any general public that will participate in the events it is staging under this agreement or any other member of the public because of race, color, religion, national origin, age, height, weight, marital status or other legally protected class. It is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this agreement.

11. Hillsdale College shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to Hillsdale and limits of liability of not less than a single limit of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, with the City of Hillsdale designated therein as a named insured to be and remain in force for the duration of Hillsdale College's

presence on and use of Hillsdale's streets, and that such proof is to be provided at the time of execution of this Agreement.

12. Hillsdale College shall carry and provide all workers' compensation insurance coverage at its sole expense for its employees as is required by the laws of the State of Michigan and provide proof thereof to Hillsdale prior to the commencement of any activities under this contract.

13. Hillsdale College represents to Hillsdale that it intends to use the described area for the purpose of conducting Hillsdale College Commencement activities. In reliance on Hillsdale College's representations and its other promises as contained in this agreement, Hillsdale hereby grants and Hillsdale College hereby accepts the exclusive control over the described portion of Hillsdale Street and the activities therein, it being the intention of the parties that Hillsdale College is and shall be solely responsible for maintaining the described areas and regulating all activities therein so as to keep them in reasonably safe condition, free of unreasonable risk of harm, for the use and benefit of the general public and others using or within said area or any of its facilities, products or activities.

14. Hillsdale College further agrees to and shall defend, indemnify, and hold Hillsdale harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees, and related expenses, as a result of actual or claimed personal injury, including death, property damage, or other damage or loss of any kind or nature which are or are claimed to be a proximate result of:

a. The negligence, gross negligence or intentional acts or omissions of Hillsdale College, its agents, servants, employees, guests, vendors, invitees, event participants or event attendees which arise or are claimed to have arisen as a result or because of Hillsdale College proposed events, its associated activities and events; or

b. All such damages or injuries, including death, whether caused in part by the negligence of Hillsdale, its employees, agents, servants, or representatives; provided, however, that Hillsdale College shall not be obligated to indemnify Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence of Hillsdale.

15. Hillsdale College agrees that any and all documents provided to Hillsdale under this agreement are subject to disclosure and hereby expressly consents to Hillsdale's reproduction and release of such documents in response to a request under the Freedom of Information Act.

16. Hillsdale College agrees that Hillsdale may immediately terminate this contract without further obligation or liability to Hillsdale College at its option and without prejudice to any other remedies to which it might be entitled, whether in law, in equity, or under this contract, by giving written notice of termination to Hillsdale College if the latter should:

- (a) be adjudged bankrupt;
- (b) become insolvent or have a receiver of its assets appointed;
- (c) make a general assignment for the benefit of creditors;
- (d) default in the performance of any obligation under this contract;
- (e) breach any covenant under this contract;
- (f) institute or suffer to be instituted any procedures for reorganization of its affairs;
- (g) fail to perform any of its obligations to Hillsdale under this contract to Hillsdale's satisfaction.

Provided, however, that Hillsdale College' indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be provided to Hillsdale College in writing and shall be delivered by ordinary first-class mail or personal service to the following person at the following address: Hillsdale College, 33 College Street, Hillsdale, Michigan 49242.

17. All notices from Hillsdale College to Hillsdale shall be in writing and shall be delivered by ordinary first-class mail or personal service to the following person at the following address: David Mackie, Hillsdale City Manager, 97 N. Hillsdale Street, Hillsdale, Michigan 49242.

21. The parties agree that there are no other representations, inducements, promises or agreements between them, whether oral or written.

18. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Hillsdale and Hillsdale College further agree that in the event of legal action arising from or as a result of this Agreement or its breach, venue and jurisdiction for such action shall be in the Hillsdale County Circuit Court or in the District Court located within the County of Hillsdale, Michigan, whichever has subject matter jurisdiction over any such dispute.

CITY OF HILLSDALE

HILLSDALE COLLEGE

Adam Stockford, Mayor
City of Hillsdale

Richard Pewé,
Chief Administrative Officer
Hillsdale College

Dated: August ____, 2021

Dated: August ____, 2021

Katy Price, Clerk
City of Hillsdale

Dated: August ____, 2021

City of Hillsdale

Agenda Item Summary

Meeting Date: August 16, 2021

Agenda Item: Consent

SUBJECT: Hillsdale College Alley Closure Agreement – Freshman Dinner

BACKGROUND PROVIDED Michelle Loren, Recreation Director

Hillsdale College has requested the closure of the North/South Alley west of Hillsdale St., south of College St., and north of E. Fayette St. between Hillsdale St. and N. Manning St. on Sunday, August 22, 2021 between 5:00 p.m. and 8:00 p.m. for Freshman Dinner.

This event shall take place pursuant to TCO No. 2021-23 and ROW #3913 approved by Council at the August 2, 2021 council meeting.

RECOMMENDATION:

I recommend Council approve the Use of Alley Agreement and authorize signatures by the Mayor and Clerk.

Respectfully,
Michelle Loren, Recreation Director

AGREEMENT FOR USE OF ALLEY
Hillsdale College 2021 Freshman Dinner
August 22, 2021

This Agreement is made and entered between the City of Hillsdale, of 97 N. Broad Street, Hillsdale, Michigan and Hillsdale College, of 33 E. College Street, Hillsdale Michigan.

Preamble

The City controls the usage of local streets within its jurisdiction. Among other governmental functions, the City seeks to promote the use of its streets for the use and benefit of its citizens and the general public.

At various times, functions are proposed that are open to the public that involve the use of a portion of a public street, alley, or right of way. In such instances, when the City determines that the proposed activity will insure to the economic, cultural or general benefit of its citizens and of the community at large, it has endeavored to cooperate with the activity's sponsor/promoter. In doing so, the City is concerned with regulating the use of its streets, alleys, and rights of way so as to reasonably assure that they are not used in a manner that exposes persons attending activities as are allowed to take place in or on any portion of such public areas to unreasonable risks of harm, as well as to assure that no damage is done to the City's facilities.

The College desires to sponsor and promote an event that is open to its students, staff, guests, and other members of the public at which food and non-alcoholic drink, concessions, music and other activities will be provided. The event is proposed to take place in a large tent to be located on an open lot on Hillsdale Street between premises commonly known and designated as 180 Hillsdale Street and 204 Hillsdale Street on Sunday, August 22, 2021 between the hours of 5:00 p.m. and 8:00 p.m. The event will require the closing of the alley that is located between Hillsdale Street and N. Manning Street, and runs north and south from Fayette Street to E. College Street. Cleanup activities and the return of City barricades will be conducted and finalized within a specified period following the end of the event.

The College represents that it is and will be responsible for the oversight of the event and all expenses associated with it. The College further represents that it has created appropriate regulations and policies by which it will regulate the activities of participants and attendees and their safety, and that participation in its event is and will be open to all participants and attendees on a nondiscriminatory basis.

The City has determined that it is in its best interests and the interests of the general public to allow the College to hold its planned activity as above described, and to close and allow the College's use of the referenced alley in connection with it. The College has agreed to do so in accordance with and subject to the following terms and conditions.

Agreement

1. In consideration of and reliance on the College's promises and its full compliance with all of the terms and conditions contained in this agreement, the City agrees to allow the College to hold its planned activity as described in the foregoing Preamble, and to close and use the alley

that is located between Hillsdale Street and N. Manning Street, and runs north and south from Fayette Street to E. College Street in connection with it. Among other things, it is agreed that:

A. The described alley shall be closed to motor vehicle traffic between 5:00 p.m. and 8:00 p.m. on Sunday, August 22, 2021 pursuant to TCO No. 2021-23 approved by Council at a regular meeting on August 2, 2021.

B. The College shall be solely responsible for picking up Type III Barricades from the City Department of Public Services facility on Waterworks Drive and then placing and maintaining the barricades at the ends of the described alley as shown on the attached Exhibit A and B so as to close off the alley to motor vehicle traffic between 5:00 p.m. 8:00 p.m. and on Sunday, August 22, 2021.

C. Between the hours of 5:00 p.m. and 8:00 p.m. on August 22, 2021 the College may exclusively use the described alley for the purpose of transporting, erecting, installing and removing equipment, tents signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, concessions and other facilities as are reasonably required to conduct the proposed event and related activities.

D. Between the hours of 5:00 p.m. and 8:00 p.m. on August 22, 2021 the College may use the described alley in connection with its above described planned activities.

E. The College shall cause all music, concession, other entertainment and all activities of any kind related to its planned activities on the referenced vacant lot and alley to cease on or before 8:00 p.m. on August 22, 2021.

F. Subject to and in accordance with the following provisions of this agreement, the College shall remove all barricades from the ends of the described alley, open the alley to public travel, and completely restore the alley to a condition that is at least as good as when taken.

2. The College agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to those that might be required by the health department, as well as to comply with any applicable state, county or local statutes, ordinances, rules, or regulations, all at its sole expense.

3. The College agrees to and shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as are necessary or otherwise required in connection with its proposed event; all at its sole expense.

4. Following the conclusion of the event, the College agrees to and shall be solely responsible for and at its sole expense shall comply with the following:

A. Immediately after 8:00 p.m. on August 22, 2021, the College shall contact the Hillsdale City Police and request permission to remove the barricades from the ends of the described alley and open the alley to vehicular traffic.

B. Upon receiving such permission, but not before, the College shall remove the barricades and open the alley to public travel and vehicular traffic. When the barricades are removed, the College shall place them out of the main traveled portion of the alley

until they are returned to the City; provided that the College shall return the barricades to the City's Department of Public Service's facility on Waterworks Drive no later than 3:00 p.m. on Monday, August 23, 2021.

C. Between the hours of 8:00 a.m. and noon on Monday, August 23, 2021 the College shall at its sole expense remove or cause the removal and proper disposal of all equipment, tents, signs, tables chairs, port-a-johns, roll-offs, trash, garbage, litter and other items from the alley and surrounding environs, restore the alley to at least as good condition as when taken.

D. Immediately following the completion of the event, Hillsdale College shall at its sole expense remove or cause the removal and proper disposal of all equipment, tents, signs, tables chairs, port-a-johns, roll-offs, trash, garbage, litter and other items from the alley and surrounding environs, restore Hillsdale Street to at least as good condition as when taken.

5. The College acknowledges that there are no public restroom facilities at the site. Accordingly, the College represents and agrees that, at its sole expense and as a condition precedent to the commencement of its event, it will provide and have in place portable restroom facilities that comply with all applicable health and sanitation codes for its scheduled event that are in full working order and in sufficient quantity to accommodate the needs of its participants and attendees.

6. The College agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the above-described alley.

7. The College agrees that it shall not permit any public way other than the described alley to be blocked or obstructed. Further, the College agrees to and shall confine its proposed event activities and the activities of the participants and attendees solely to the referenced vacant lot and the above-described alley.

8. The College agrees and understands that it is and shall be solely responsible for the repair and restoration of all damage to real and personal private and public property that results from or because of its proposed event, however and by whom caused.

9. The College represents that it is a valid Michigan corporation, and that it possesses or will obtain and provide persons with the skill, experience, competence and ability to carry out and fulfill all of its duties and obligations under this agreement in a timely and professional manner.

10. The College further represents and covenants that it does not discriminate against any employee or applicant for employment, and that it will not discriminate against any member of the public that will participate in or attend the event it is staging under this agreement because of race, color, religion, national origin, age, height, marital status or other legally protected class. It is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this agreement.

11. The College shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to the City and limits of liability of not less than a single limit of Five Hundred Thousand and 11/100 (\$500,000.00) Dollars, with City designated therein as a named insured to be and remain in force for the duration of the College's presence on

and use of the above-described alley through and until its clean up and final restoration, such proof to be provided at the time of execution of this Agreement.

12. The College shall carry and provide all workers' compensation insurance coverage at its sole expense for its staff, employees, and agents as is required by the laws of the State of Michigan, and provide proof thereof to Hillsdale prior to the commencement of any work or activity under this agreement.

13. The College hereby accepts the exclusive control over the above-described alley and the activities to be conducted thereon, it being the intention of the parties that the College is and shall be solely responsible for maintaining and regulating the described areas and all associated facilities and activities in reasonably safe condition, free of unreasonable risk of harm, for the use and benefit of all those who will be using them, or who will be otherwise be attending or participating in or otherwise present within the area of the College's event.

14. The College further agrees to and shall defend, indemnify and hold the City harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses, that result from or because of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of:

A. The sole or concurrent negligence, gross negligence or intentional acts or omissions of the College, its agents, servants, employees, guests, vendors, invitees, event participants, event attendees, or others on or within the alley or event area;

B. Defects of any kind or nature in the City's alley and street rights of way, their surfaces or sub surfaces;

C. All other damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses or injuries, including death, that result from or because of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature, however caused.

Provided, however the College shall not be obligated to defend, indemnify and hold the City harmless from for any damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses caused by or resulting from the City's sole negligence.

15. The College agrees that any and all documents provided to the City under this agreement are subject to disclosure and hereby expressly consents to the City's reproduction and release of such documents in response to a request under the Freedom of Information Act, a court order, or under such other circumstances as the City might, in its sole discretion, decide.

16. The College agrees that City may immediately terminate this agreement without further obligation or liability to the College at its option and with out prejudice to any other remedies to which it might be entitled, whether in law, in equity or under this agreement, by giving written notice of termination to the College if the latter should default in the performance of any obligation or breach any covenant under this agreement.

Provided, however, that the College's indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be delivered to the following named representative of the College by ordinary first class mail or personal service at the following address:

17. All notices from the College to Hillsdale shall be in writing and shall be delivered by ordinary first class mail or personal service to David Mackie, Hillsdale City Manager, at 97 N. Howell Street, Hillsdale, Michigan 49242.

18. The parties agree that there are no other representations, inducements, promises or agreements between them, whether oral or written.

19. This agreement shall be governed and construed in accordance with the laws of the State of Michigan. The City and the College further agree that in the event of legal action between the parties arising from or as a result of this agreement or its breach, venue and jurisdiction for such action shall be in the Hillsdale County Circuit Court or in the District Court located within the County of Hillsdale, Michigan, whichever has subject matter jurisdiction over any such dispute.

CITY OF HILLSDALE

HILLSDALE COLLEGE

Adam Stockford, Mayor
City of Hillsdale

Richard Péwé
Chief Administrative Officer
Hillsdale College

Katy Price, Clerk
City of Hillsdale

Dated: August _____, 2021

Dated: August _____, 2021

City of Hillsdale

Agenda Item Summary

Meeting Date: August 16, 2021

Agenda Item: Consent

SUBJECT: Hillsdale College Alley Closure Agreement – Student Involvement Fair

BACKGROUND PROVIDED Michelle Loren, Recreation Director

Hillsdale College has requested the closure of the North/South Alley west of Hillsdale St., south of College St., and north of E. Fayette St. between Hillsdale St. and N. Manning St. on Sunday, August 24, 2021 between 8:30 a.m. and 3:00 p.m. for the Student Involvement Fair.

This event shall take place pursuant to TCO No. 2021-24 and ROW #3914 approved by Council at the August 2, 2021 council meeting.

RECOMMENDATION:

I recommend Council approve the Use of Alley Agreement and authorize signatures by the Mayor and Clerk.

Respectfully,
Michelle Loren, Recreation Director

AGREEMENT FOR USE OF ALLEY
Hillsdale College 2021 Student Involvement Fair
August 24, 2021

This Agreement is made and entered between the City of Hillsdale, of 97 N. Broad Street, Hillsdale, Michigan and Hillsdale College, of 33 E. College Street, Hillsdale Michigan.

Preamble

The City controls the usage of local streets within its jurisdiction. Among other governmental functions, the City seeks to promote the use of its streets for the use and benefit of its citizens and the general public.

At various times, functions are proposed that are open to the public that involve the use of a portion of a public street, alley, or right of way. In such instances, when the City determines that the proposed activity will insure to the economic, cultural or general benefit of its citizens and of the community at large, it has endeavored to cooperate with the activity's sponsor/promoter. In doing so, the City is concerned with regulating the use of its streets, alleys, and rights of way so as to reasonably assure that they are not used in a manner that exposes persons attending activities as are allowed to take place in or on any portion of such public areas to unreasonable risks of harm, as well as to assure that no damage is done to the City's facilities.

The College desires to sponsor and promote an event that is open to its students, staff, guests, and other members of the public at which food and non-alcoholic drink, concessions, music and other activities will be provided. The event is proposed to take place in a large tent to be located on an open lot on Hillsdale Street between premises commonly known and designated as 180 Hillsdale Street and 204 Hillsdale Street on Sunday, August 24, 2021 between the hours of 8:30 a.m. and 3:00 p.m. The event will require the closing of the alley that is located between Hillsdale Street and N. Manning Street, and runs north and south from Fayette Street to E. College Street. Cleanup activities and the return of City barricades will be conducted and finalized within a specified period following the end of the event.

The College represents that it is and will be responsible for the oversight of the event and all expenses associated with it. The College further represents that it has created appropriate regulations and policies by which it will regulate the activities of participants and attendees and their safety, and that participation in its event is and will be open to all participants and attendees on a nondiscriminatory basis.

The City has determined that it is in its best interests and the interests of the general public to allow the College to hold its planned activity as above described, and to close and allow the College's use of the referenced alley in connection with it. The College has agreed to do so in accordance with and subject to the following terms and conditions.

Agreement

1. In consideration of and reliance on the College's promises and its full compliance with all of the terms and conditions contained in this agreement, the City agrees to allow the College to hold its planned activity as described in the foregoing Preamble, and to close and use the alley

that is located between Hillsdale Street and N. Manning Street, and runs north and south from Fayette Street to E. College Street in connection with it. Among other things, it is agreed that:

A. The described alley shall be closed to motor vehicle traffic between 8:30 a.m. and 3:00 p.m. on Tuesday, August 24, 2021 pursuant to TCO No. 2021-24 approved by Council at a regular meeting on August 2, 2021.

B. The College shall be solely responsible for picking up Type III Barricades from the City Department of Public Services facility on Waterworks Drive and then placing and maintaining the barricades at the ends of the described alley as shown on the attached Exhibit A and B so as to close off the alley to motor vehicle traffic between 8:30 a.m. 3:00 p.m. and on Tuesday, August 24, 2021.

C. Between the hours of 8:30 a.m. and 3:00 p.m. on August 24, 2021 the College may exclusively use the described alley for the purpose of transporting, erecting, installing and removing equipment, tents signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, concessions and other facilities as are reasonably required to conduct the proposed event and related activities.

D. Between the hours of 8:30 a.m. and 3:00 p.m. on August 24, 2021 the College may use the described alley in connection with its above described planned activities.

E. The College shall cause all music, concession, other entertainment and all activities of any kind related to its planned activities on the referenced vacant lot and alley to cease on or before 3:00 p.m. on August 24, 2021.

F. Subject to and in accordance with the following provisions of this agreement, the College shall remove all barricades from the ends of the described alley, open the alley to public travel, and completely restore the alley to a condition that is at least as good as when taken.

2. The College agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to those that might be required by the health department, as well as to comply with any applicable state, county or local statutes, ordinances, rules, or regulations, all at its sole expense.

3. The College agrees to and shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as are necessary or otherwise required in connection with its proposed event; all at its sole expense.

4. Following the conclusion of the event, the College agrees to and shall be solely responsible for and at its sole expense shall comply with the following:

A. Immediately after 3:00 p.m. on August 24, 2021, the College shall contact the Hillsdale City Police and request permission to remove the barricades from the ends of the described alley and open the alley to vehicular traffic.

B. Upon receiving such permission, but not before, the College shall remove the barricades and open the alley to public travel and vehicular traffic. When the barricades are removed, the College shall place them out of the main traveled portion of the alley

until they are returned to the City; provided that the College shall return the barricades to the City's Department of Public Service's facility on Waterworks Drive no later than 3:00 p.m. on Wednesday, August 25, 2021.

C. Between the hours of 8:00 a.m. and noon on Wednesday, August 25, 2021 the College shall at its sole expense remove or cause the removal and proper disposal of all equipment, tents, signs, tables chairs, port-a-johns, roll-offs, trash, garbage, litter and other items from the alley and surrounding environs, restore the alley to at least as good condition as when taken.

5. The College acknowledges that there are no public restroom facilities at the site. Accordingly, the College represents and agrees that, at its sole expense and as a condition precedent to the commencement of its event, it will provide and have in place portable restroom facilities that comply with all applicable health and sanitation codes for its scheduled event that are in full working order and in sufficient quantity to accommodate the needs of its participants and attendees.

6. The College agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the above-described alley.

7. The College agrees that it shall not permit any public way other than the described alley to be blocked or obstructed. Further, the College agrees to and shall confine its proposed event activities and the activities of the participants and attendees solely to the referenced vacant lot and the above-described alley.

8. The College agrees and understands that it is and shall be solely responsible for the repair and restoration of all damage to real and personal private and public property that results from or because of its proposed event, however and by whom caused.

9. The College represents that it is a valid Michigan corporation, and that it possesses or will obtain and provide persons with the skill, experience, competence and ability to carry out and fulfill all of its duties and obligations under this agreement in a timely and professional manner.

10. The College further represents and covenants that it does not discriminate against any employee or applicant for employment, and that it will not discriminate against any member of the public that will participate in or attend the event it is staging under this agreement because of race, color, religion, national origin, age, height, marital status or other legally protected class. It is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this agreement.

11. The College shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to the City and limits of liability of not less than a single limit of Five Hundred Thousand and 11/100 (\$500,000.00) Dollars, with City designated therein as a named insured to be and remain in force for the duration of the College's presence on and use of the above-described alley through and until its clean up and final restoration, such proof to be provided at the time of execution of this Agreement.

12. The College shall carry and provide all workers' compensation insurance coverage at its sole expense for its staff, employees, and agents as is required by the laws of the State of

Michigan, and provide proof thereof to Hillsdale prior to the commencement of any work or activity under this agreement.

13. The College hereby accepts the exclusive control over the above-described alley and the activities to be conducted thereon, it being the intention of the parties that the College is and shall be solely responsible for maintaining and regulating the described areas and all associated facilities and activities in reasonably safe condition, free of unreasonable risk of harm, for the use and benefit of all those who will be using them, or who will be otherwise be attending or participating in or otherwise present within the area of the College's event.

14. The College further agrees to and shall defend, indemnify and hold the City harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses, that result from or because of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of:

A. The sole or concurrent negligence, gross negligence or intentional acts or omissions of the College, its agents, servants, employees, guests, vendors, invitees, event participants, event attendees, or others on or within the alley or event area;

B. Defects of any kind or nature in the City's alley and street rights of way, their surfaces or sub surfaces;

C. All other damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses or injuries, including death, that result from or because of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature, however caused.

Provided, however the College shall not be obligated to defend, indemnify and hold the City harmless from for any damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses caused by or resulting from the City's sole negligence.

15. The College agrees that any and all documents provided to the City under this agreement are subject to disclosure and hereby expressly consents to the City's reproduction and release of such documents in response to a request under the Freedom of Information Act, a court order, or under such other circumstances as the City might, in its sole discretion, decide.

16. The College agrees that City may immediately terminate this agreement without further obligation or liability to the College at its option and with out prejudice to any other remedies to which it might be entitled, whether in law, in equity or under this agreement, by giving written notice of termination to the College if the latter should default in the performance of any obligation or breach any covenant under this agreement.

Provided, however, that the College's indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be delivered to the following named representative of the College by ordinary first class mail or personal service at the following address:

17. All notices from the College to Hillsdale shall be in writing and shall be delivered by ordinary first class mail or personal service to David Mackie, Hillsdale City Manager, at 97 N. Howell Street, Hillsdale, Michigan 49242.

18. The parties agree that there are no other representations, inducements, promises or agreements between them, whether oral or written.

19. This agreement shall be governed and construed in accordance with the laws of the State of Michigan. The City and the College further agree that in the event of legal action between the parties arising from or as a result of this agreement or its breach, venue and jurisdiction for such action shall be in the Hillsdale County Circuit Court or in the District Court located within the County of Hillsdale, Michigan, whichever has subject matter jurisdiction over any such dispute.

CITY OF HILLSDALE

HILLSDALE COLLEGE

Adam Stockford, Mayor
City of Hillsdale

Richard Péwé
Chief Administrative Officer
Hillsdale College

Katy Price, Clerk
City of Hillsdale

Dated: August _____, 2021

Dated: August _____, 2021

City of Hillsdale

Agenda Item Summary

Meeting Date: August 16, 2021
Agenda Item: Consent Agenda
Subject: Request for Fireworks Display and Noise Variance

Background:

Hillsdale College requests approval for a fireworks display immediately following their first home football game. A noise variance has also been requested for the time period of 7:00 p.m. through 10:30 p.m. on Saturday September 11, 2021 for this event. The fireworks will be launched from the peninsula east of the softball field and south of Barber Dr. See attached map and display application by Melrose Pyrotechnics, Inc.

Recommendation:

Approval of this request is recommended as this area has been utilized for fireworks displays in the past.

Scott A. Hephner



Chief of Police / Fire Chief

July 16, 2021

Chief Scott A. Hephner
Hillsdale Police Department
Hillsdale City Hall
Hillsdale, MI 49242

Dear Chief Hephner:

Hillsdale College requests a noise variance for Saturday, September 11, 2021 starting at 7:00 p.m. and ending at 10:30 pm for fireworks being shot off from the softball field (located at 201 Oak Street) after the first home football game. These fireworks will be used pending approval from the Fire Departments and City Council's approval of the Noise Variance.

Respectfully submitted,

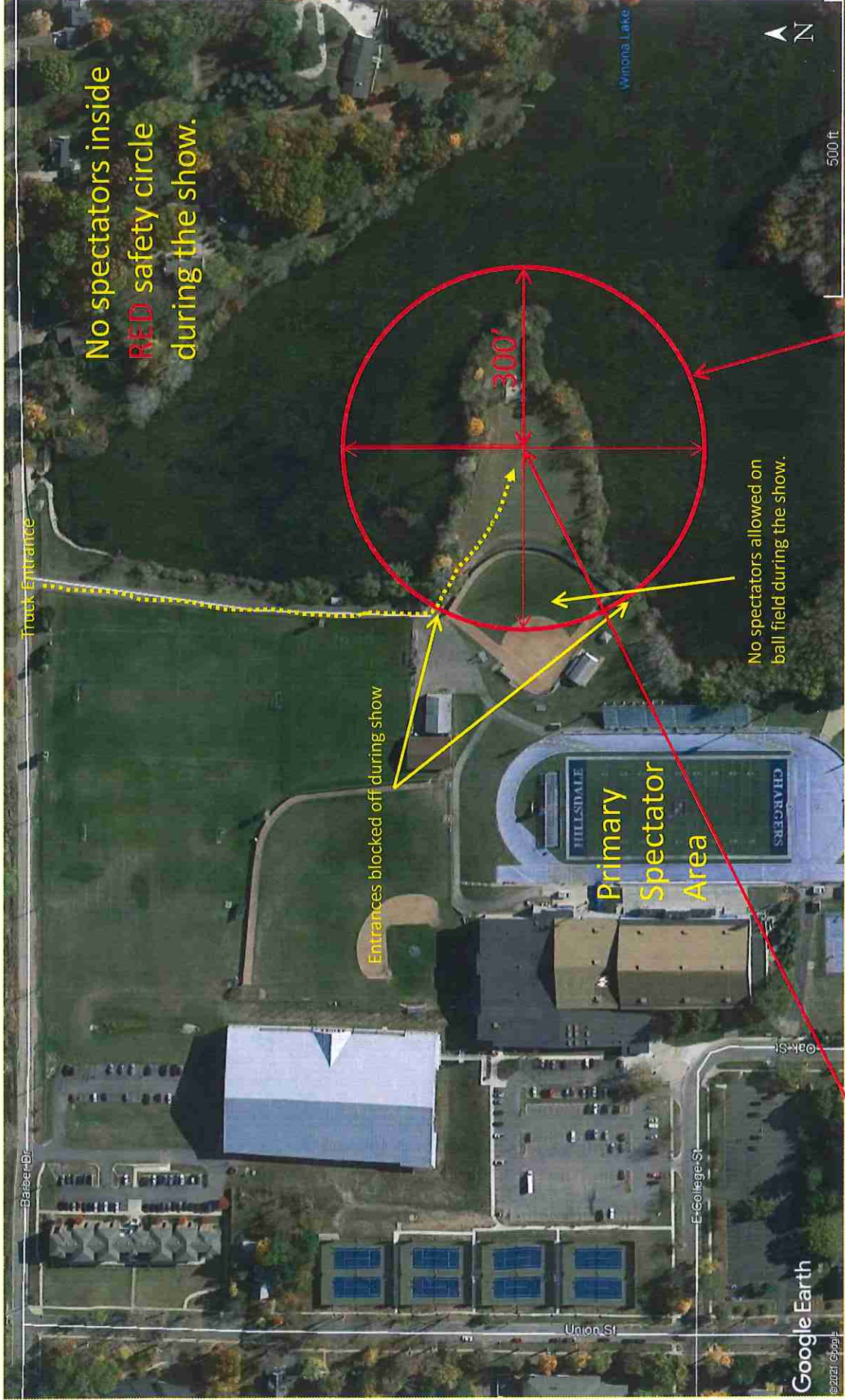


William K. Whorley
Director of Security
517-607-2454

WKW/lmm

Hillsdale College – Muddy Waters Stadium
201 Oak Street, Hillsdale MI 49242

Melrose Pyrotechnics Inc.
5/3/2021 Michael Falk



Launch Location

Setup area: 50' X 50'

Radius from setup area: 300'



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No., Ext): 216-658-7100		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest Indemnity Insurance Co.		10851
	INSURER B : Travelers Indemnity Co		25658
	INSURER C : Everest Denali Insurance Company		16044
	INSURER D : Arch Specialty Insurance Company		
	INSURER E :		
INSURER F :			


COVERAGES **CERTIFICATE NUMBER:** 1409459487 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		SIBML00042-211	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SIBCA00025-211	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UXP1035209-01	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	0323N491 (MI)	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: September 11, 2021
 LOCATION: Hillsdale College, Hillsdale, Michigan
 ADDITIONAL INSURED: Hillsdale College; City of Hillsdale

CERTIFICATE HOLDER Hillsdale College 33 E. College St. Hillsdale MI 49242	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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APPLICATION FOR FIREWORKS DISPLAY PERMIT
 Michigan Department of Energy, Labor, & Economic Growth
 Bureau of Fire Services
 P.O. Box 30700
 Lansing, MI 48909
 (517) 241-8847

2021

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
---	--

<input checked="" type="checkbox"/> PUBLIC DISPLAY	<input type="checkbox"/> AGRICULTURAL PEST CONTROL	Date of Application <i>7/16/2021</i>
Name of Applicant <i>Melrose Pyrotechnics, Inc.</i>	Address <i>PO Box 302, Kingsbury IN 46345</i>	Age (18 or over)
If a Corporation, Name of President <i>Michael Cartolano</i>	Address <i>PO Box 302, Kingsbury IN 46345</i>	
If a Non-resident Applicant: Name of MI Attorney or Resident Agent <i>Michael Falk</i>	Address <i>4369 E Summit Woods Dr NE, Rockford MI 49341</i>	Phone No. <i>(616) 427-0377</i>
Name of Pyrotechnic Operator <i>Brennen Rauch</i>	Address <i>4369 E Summit Woods Dr NE, Rockford MI 49341</i>	Age (18 or over) <i>26</i>
No. Years Experience / No. Displays <i>9 years / 20+</i>	Where <i>Michigan</i>	
Name of Assistant: <i>Travis Rauch</i>	Address <i>4369 E Summit Woods Dr NE, Rockford MI 49341</i>	Age <i>29</i>
Name of Other Assistant: <i>Sara Cadwallader</i>	Address <i>4369 E Summit Woods Dr NE, Rockford MI 49341</i>	Age <i>28</i>
Exact Location of Proposed Display <i>Muddy Waters Stadium, 201 Oak St., Hillsdale MI 49242 – East side of stadium on peninsula</i>		
Date of Proposed Display <i>September 11, 2021</i>		Time of Proposed Display <i>Dusk – Post football game</i>

No. Of Fireworks	Kind of Fireworks to be Displayed
<i>Approximately 900</i>	<i>Aerial display shells ranging in size from 1 1/4 inches to 4 inches in diameter.</i>

Manner & Place of Storage Prior to Display (Subject to Approval of Local Fire Authorities)
No storage necessary, delivered on date of display

Amount of Bond of Insurance (to be set by local gov't) <i>\$5,000,000.00</i>	Name of Bonding Corporation or Insurance Company <i>Britton-Gallagher & Associates</i>
---	---

Address of Bonding Corporation or Insurance Company
One Cleveland Center, Floor 30; 1375 East 9th Street, Cleveland, Ohio 44114

Signature of Applicant


For Melrose Pyrotechnics, Inc.

FIREWORKS DISPLAY PERMIT
 Michigan Department of Energy, Labor, & Economic Growth
 Bureau of Fire Services
 P.O. Box 30700
 Lansing, MI 48909
 (517) 241-8847

2021

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
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This permit is not transferable. It authorizes the resident wholesale dealer or jobber named below to have in his or her possession fireworks of any type, for sale only to holders of permits for public display or agriculture control.

PUBLIC DISPLAY

AGRICULTURAL PEST CONTROL

Issued To <i>Melrose Pyrotechnics, Inc.</i>	Age (18 or over)
Address <i>4369 E Summit Woods Dr NE, Rockford, MI 49341</i>	
Name of Organization, Group, Firm, or Corporation <i>Hillsdale College</i>	
Address <i>33 E College St., Hillsdale MI 49242</i>	
Number and Types of Fireworks <i>Approximately 900 aerial display shells ranging in size from 1 1/4 inches to 4 inches in diameter.</i>	
Exact Location of Display <i>Muddy Waters Stadium, 201 Oak St., Hillsdale MI 49242 – East side of stadium on peninsula</i>	
City, Village, Township <i>City of Hillsdale, Michigan</i>	Date <i>September 11, 2021</i>
Bond or Insurance Filed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Time <i>Dusk – post football game</i>
Amount <i>\$5,000,000.00</i>	

Issued by action of : council commission board of the

city village township of _____
 (Name of City, Village, Township)

on the _____ day of _____, _____

 (Signature and Title of Council/Commission/Board Representative)

City of Hillsdale

Agenda Item Summary

Meeting Date: August 16, 2021
Agenda Item: Consent Agenda
Subject: Hillsdale College Bonfire and Noise Variance

Background:

Hillsdale College requests permission for a bonfire to be held on Friday September 24, 2021 from 8:00 p.m. till 10:00 p.m. as part of their homecoming festivities. The fire will be on the intramural athletic field on the south side of Barber Drive with assistance of the Hillsdale City Fire Department. A noise variance for this event has also been requested.

Recommendation:

Approval of this request is recommended as this is an annual event.

Scott A. Hephner



Chief of Police / Fire Chief



August 3, 2021

Chief Scott A. Hephner
Hillsdale Police Department
Hillsdale City Hall
Hillsdale, MI 49242

Dear Chief Hephner:

Hillsdale College requests a noise variance and permission for a bonfire to be held on Friday, September 24, 2021 starting at 8:00 and ending at 10:00 pm at the intramural athletic fields (located south of Barber Dr.). We are requesting a fire engine and two to four firefighters to staff the event, at your discretion, for safety while conducting the bonfire. Please send an invoice for the event staffing at your convenience. This bonfire would be held pending approval from the Fire Department and City Council's approval of the Noise Variance.

Respectfully submitted,

William K. Whorley
Director of Security
517-607-2454

WKW/gea

City of Hillsdale

Agenda Item Summary

Meeting Date: August 16, 2021
Agenda Item: Consent Agenda
Subject: Street Closure request for College Homecoming

Background:

Hillsdale College requests to close E. College Street to include pedestrian access between Union Street and Oak Street from 7:00 a.m. till 9:00 p.m. on Saturday September 25, 2021 for their homecoming Tailgate. Barricades have been requested and a detour route will be posted. A noise variance is also requested for this event during the listed times.

Recommendation:

Approval of this request is recommended as this is an annual event.

Scott A. Hephner

Chief of Police / Fire Chief


**TRAFFIC CONTROL ORDER
2021-25**

Pursuant to the applicable provisions of the Uniform Traffic Code for Cities, Townships, and Villages this traffic control order is hereby issued. All traffic control devices shall comply with mandates set forth according to the Michigan Manual of Uniform Traffic Control Devices as issued by the Michigan Department of Transportation.

College St. between Union and Oak St. will be closed to all traffic, as well as pedestrian access from 7:00 am to 9:00 pm on Saturday, September 25, 2021 for the Hillsdale College Homecoming Tailgate.

Hillsdale College Security Personnel will place, remove, and attend all necessary barricades and traffic control signs.

This Traffic Control Order shall have immediate effect as a temporary Traffic Control Order and shall become a permanent Traffic Control Order upon approval by the Hillsdale City Council.



Chief of Police

08/10/21

Date

Received for filing in the office of the City Clerk at 4:00 p.m. on the 10 day of August, 2021.

City Clerk

08/10/21

Date

RESOLUTION # _____

IT IS HEREBY RESOLVED that effective immediately the above Traffic Control Order is made permanent.

Passed in open Council this _____ day of _____, 2021.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

Received by Chris Hochner
 Date 7/21/21
 Amount Rec' _____
 Check # _____
 Permit # _____



CITY OF HILLSDALE
 City Hall
 97 N. Broad St.
 Hillsdale, Michigan 49242
 (517) 437-6490
 www.cityofhillsdale.org
APPLICATION FOR PERMIT
OCCUPANCY OF OR WORK WITHIN STREET RIGHT-OF-WAYS

TYPE:

- APPLICATION FOR PERMIT
- APPLICATION FOR BLANKET ANNUAL PERMIT
- REQUEST TO COMMENCE WORK

**Post a copy of the
Permit on-site**

Hillsdale College		7/21/21	
Applicant's Name	Date	Contractor's Name	Date
33 E College Street			
Mailing Address		Mailing Address	
Hillsdale, MI	49242		
City	State	Zip Code	City
517-607-2597			
Telephone Number		Telephone Number	

DESCRIPTION OF WORK OR USE:

Request to close the Right of Way and Pedestrian Access on College Street between Union Street and Oak Street from 7 am until 9 pm on Saturday, September 25. Traffic will be routed south on Union Street, west on Fayette Street, and North on Oak Street.

LOCATION: (Drawing to be provided)

Please see attached map.

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

Stadium III Barricades and Pedestrian Barricades are to be used along with advanced warning signs.

TIME PERIOD:

COMMENCING DATE: Saturday, September 25 TIME: 7 am ENDING DATE: Saturday, September 25 TIME: 9 pm

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

- Certificate of Insurance
- Performance Bond \$ _____
- Construction Plan
- Subcontractor's Names
- Other

NOTE: THIS APPLICATION BECOMES A VALID PERMIT ONLY UPON APPROVAL BY THE DIRECTOR, DEPARTMENT OF PUBLIC SERVICES AND/OR CHIEF OF CITY POLICE.

Staff Use Only

Recommendation for Issuance

Approved Denied

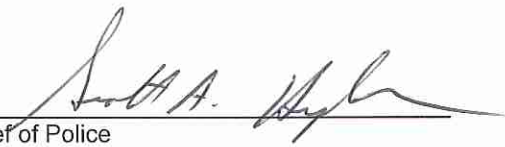
Director Comments:

Director, Department of Public Services

Recommendation for Issuance

Approved Denied

Chief of Police Comments:



Chief of Police

Bond Received \$ _____

Fee Received \$ _____

City Clerk

Note: All payments must be received and recorded before permit is valid.

Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242

or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242

Or email to: jhammel@cityofhillsdale.org

**INSPECTIONS MUST BE SCHEDULED
MINIMUM 2 HOURS PRIOR TO
COMMENCEMENT OF WORK.**

July 21, 2021

Chief Scott A. Hephner
Hillsdale Police Department
Hillsdale City Hall
Hillsdale, MI 49242

Dear Chief Hephner:

Hillsdale College would like to close the Right of Way and Pedestrian Access on College Street, between Union Street and Oak Street on Saturday, September 25 from 7 am until 9 pm for Homecoming Tailgate. Traffic will be routed south along Union Street, then east along Fayette Street, and north on Oak Street. Proper signage and barricades will be used.

If you have any questions, please call me at 517-607-2454, or Ashley Sallows at 517-607-2461. Thank you for your assistance.

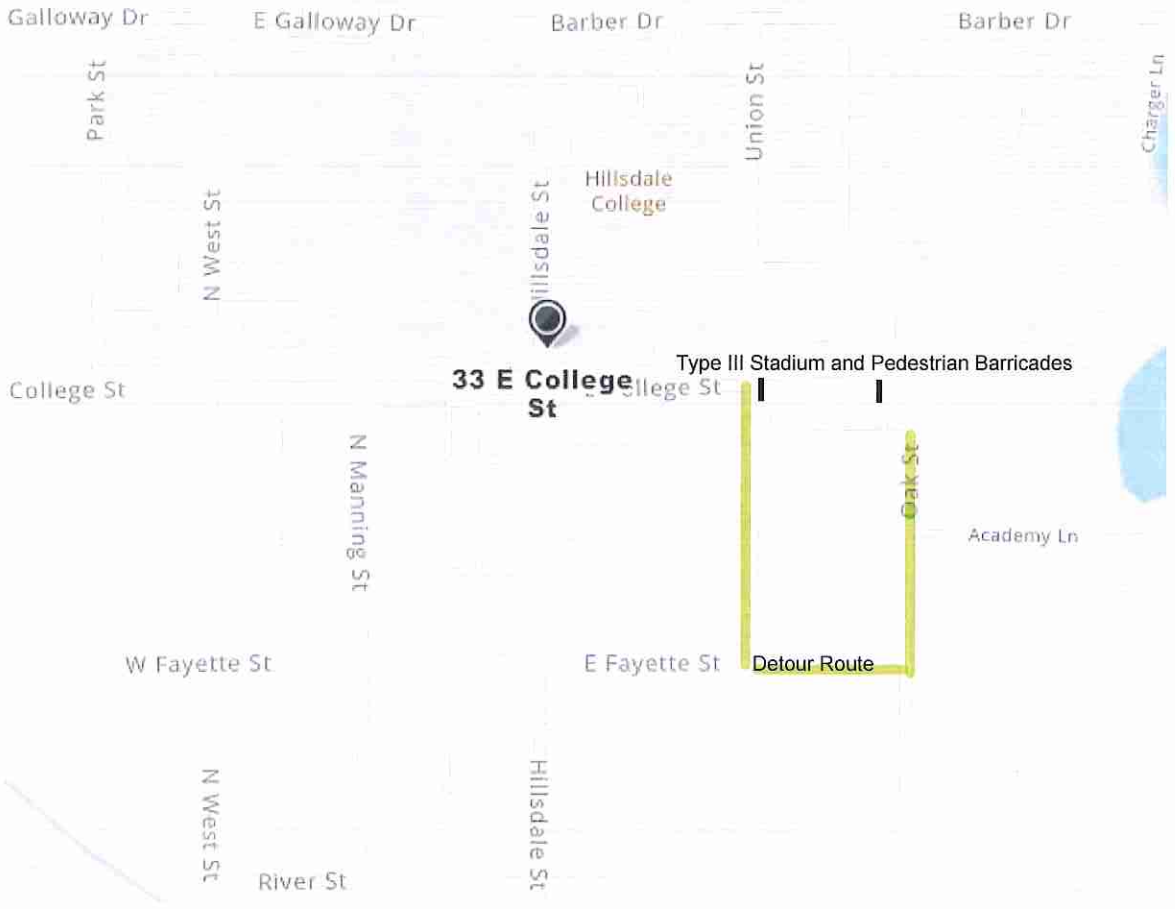
Thank you for your assistance.

Respectfully submitted,



Joe Kellam
Associate Director of Security

JK/Imm





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Vested Risk Strategies, Inc. P.O. Box 265 Hillsdale MI 49242	CONTACT NAME: Jenalle Beaman PHONE (A/C, No, Ext): (517) 439-1501 E-MAIL ADDRESS: jbeaman@vestedrisk.com	FAX (A/C, No): (517) 439-4254
	INSURER(S) AFFORDING COVERAGE	
INSURED Hillsdale College 33 E College Street Hillsdale MI 49242-1205 (517) 607-2239	INSURER A: National Union Fire Insurance NAIC # 19445	
	INSURER B: United Educators Insurance 10020	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 2373 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			U75-85D	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 5425499	10/16/2020	10/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			U75-85D	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WC43172198 / WC43172	10/16/2020	10/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Hillsdale College Security 33 E. College Street Hillsdale MI 49242	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Hillsdale

Agenda Item Summary

Meeting Date: August 16, 2021
Agenda Item: Consent Agenda
Subject: Request for Noise Variance

Background:

Hillsdale College requests a noise variance on Saturday September 25, 2021 from 12:00 p.m. till midnight for the Phi Sig Tent party to be hosted at 190 Hillsdale Street.

Recommendation:

Approval of this request is recommended as the tent party is an annual event.

Scott A. Hephner



Chief of Police / Fire Chief



July 21, 2021

Chief Scott A. Hephner
Hillsdale Police Department
Hillsdale City Hall
Hillsdale, MI 49242

Dear Chief Hephner:

Hillsdale College would like to request a noise variance on Saturday, September 25 starting at 8:00 am until 5:00 pm for Homecoming Tailgate - which will take place at the Roche Sports Complex (located at 201 Oak Street).

Hillsdale College would also like to request a noise variance for Saturday, September 25 starting at 12:00 pm and ending at 12:00 am for the Phi Sig Tent party, which is hosted at 190 Hillsdale Street.

If you have any questions, please call me at 517-607-2454, or Ashley Sallows at 517-607-2461. Thank you for your assistance.

Thank you for your assistance.

Respectfully submitted,

Joe Kellam
Associate Director of Security

JK/lmm

City of Hillsdale Agenda Item Summary

Meeting Date: August 16, 2021

Agenda Item: Consent

SUBJECT: Lead Service Line Parts Purchase

BACKGROUND PROVIDED BY STAFF:

As part of the bid for the lead line replacement, parts will be required for these replacements. A parts list has been composed and quote received by Michigan Pipe and Valve, our parts supplier.

This has been approved by the BPU Board.

RECOMMENDATION: Staff recommends purchasing quoted parts from Michigan Pipe and Valve in the amount of \$15,838.97.



MICHIGAN PIPE & VALVE

FOR ALL YOUR WATER, STORM AND SEWER NEEDS

Michigan Pipe & Valve, Inc
3604 Page Avenue
Jackson, MI 49203

Phone (517) 764-9151
Fax (517) 764-9155

PRICE QUOTE

Page 1

Printed 07/12/21 WP

Quoted

HILLSDALE BPU
45 MONROE ST
HILLSDALE MI 49242
Buyer: JEFF GIER
Tel:517-610-4342 Fax:517-437-3388

Ship To

HILLSDALE LEAD
LINE REPLACEMENT
HILLSDALE MI

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
QJ11514	07/07/2021	08/06/2021	0001161	LEAD LINE REPLAC	CUSTOMER P/U	AD
Job ID	Customer Terms			Salesman		
	NET 30 DAYS			XXX		

Product	Description	UM	Quant	Unit Price	Extension
142092	1 SDR9 500' HDPE CTS TUBING 200 PSI BLUE	RL	8	331.25	2650.00
601025	1 K SOFT COPPER 100' RL	RL	1	869.92	869.92
771055	1 CURB STOP MNP COMP B44-444M-NL FORD	EA	60	129.33	7759.80
611150	5 1/2 CURB BX 1.5 MINN PENT WTR 5614LR (3/4&1 CURB STOP)	EA	60	40.71	2442.60
631120	1 SS INSERT CTS INSERT-52 FORD	EA	200	1.97	394.00
SP*002487	COPPERHEAD 1245B-EHS 12 GA.BLUE TRACER WIRE 1000'	RL	4	253.33	1013.32
718086	BLUE TRACER 12GA SOLID WIRE 500' ROLL 1230-HS	EA	1	73.33	73.33
SP*00012683	COPPERHEAD SOLOSHOT EXTREME STRENGTH 7X7 500' PBX-50	EA	1	600.00	600.00
SP*00012684	COPPERHEAD SNAKEPIT LITE DUTY ACCESS BOX LD14TP-ADJ	EA	1	36.00	36.00

X: _____ (Accepted by)	Sub Total	\$15,838.97	T o t a l
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	
			\$15,838.97

MESSAGE

TERMS

City of Hillsdale

Agenda Item Summary

Meeting Date: August 16, 2021

Agenda Item: Consent

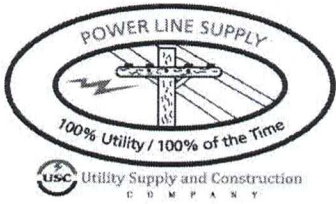
SUBJECT: Purchase of Electric 3 Gang Switches

BACKGROUND PROVIDED BY STAFF:

The electric department is looking to purchase 2 ground operated 3 gang switches to replenish our inventory. These switches are used to switch load and to energize and de-energize our substations and feeders. We recently installed 2 of these switches in the Carleton Rd. substation.

This has been approved by the BPU Board.

RECOMMENDATION: Staff recommends purchasing 2 ground operated 3 gang switches from our VMI supplier Powerline Supply at a cost of \$10,303.92.



Power Line Supply
 420 Roth Street Suite A
 Reed City, MI 49677
 US
 231-832-2297

*** WAITING FOR BOARD APPROVAL**

QUOTATION

21-15996

Order Number	
12556065	
Order Date	Page
7/29/2021 14:38:03	1 of 1

Bill To:

Hillsdale - Board of Public Utilities
 45 Monroe Street
 Hillsdale, MI 49242
 US

517-437-3387

Attn: Accounts Payable

Customer ID: 100327

Ship To:

Hillsdale - Board of Public Utilities
 45 Monroe St.
 Hillsdale, MI 49242
 US

Requested By: Mr. Eric Sheffer

PO Number	Freight	Carrier	Taker
Switch quote-1	Bill to Customer		VICKY_SMITH

Quantities					Item ID Item Description	Pricing UOM/Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

2.0000	0.0000	2.0000	EA		(001) AR113FF	EA 1.0	5,151.9600	10,303.92
--------	--------	--------	----	--	---------------	--------	------------	-----------

1.0 Switch AR Hz 15kV 110kVbil Poly FG Vent

Lead Time Days ARO: 0

Order Line Notes: Lead time 14-16 weeks

Total Lines: 1 THIS QUOTATION AND/OR ACKNOWLEDGEMENT ARE SUBJECT TO OUR STANDARD TERMS OF SALE WHICH CAN BE ACCESSED AT: [HTTPS://WWW.USCCO.COM/TERMS/TACA.ASPX](https://www.uscco.com/terms/taca.aspx) OR WE WILL SEND YOU A COPY UPON YOUR REQUEST BY CALLING 1-800-832-2297

SUB-TOTAL: 10,303.92

TAX: 0.00

AMOUNT DUE: 10,303.92

U.S. Dollars



City of Hillsdale Agenda Item Summary

Meeting Date: August 16, 2021

Agenda Item: Consent

SUBJECT: LTC Maintenance and Inspection

BACKGROUND PROVIDED BY STAFF:

The LTC at the power plant substation is in need of maintenance and inspection at this time. The East Transformer LTC was inspected and necessary repairs made in 2019. We have a price of \$22500.00 from Sunbelt-Solomon Solutions to do the work as they are the ones that performed the necessary repairs and maintenance on the other unit. This has been budgeted for in the Repairs and Maintenance portion of the 2022 budget.

This has been approved by the BPU Board.

RECOMMENDATION: Staff recommends Sunbelt-Solomon Solutions to perform necessary inspection and repairs to the West Power Plant transformer at a cost of \$22500.00

CLARIFICATIONS / CUSTOMER RESPONSIBILITIES

1. Due to handling of customer insulating oils, a non-pcb test result as sampled at least one year prior to service date is required. Sample kit can be provided by Solomon Corporation.
2. Provide access for vehicles within 50' of transformer and proper workspace clear of obstructions
3. Oil containment shall be within 50' of transformers
4. Any site training above and beyond one-half hour on the day of mobilization is not included.
5. Setting of transformers, removal of existing units by others.
6. Provide rigging assistance if required for removal of LTC cover.
7. Provide site location address, and site management representative responsible for achieving all jobsite requirements in a timely manner.
8. Provide Free and Clear access, and proper workspace clear of obstructions.
9. Provide an authorized person to sign all manifests/ field reports.
10. Provide management supervision and at least one qualified and electrician if applicable to:
 - a. De-energize and re-energize equipment as defined by NFPA70E.
 - b. Provide and perform Lock Out and Tag Out procedure for affected equipment and verify zero energy state as defined by NFPA70E.
 - c. Provide Grounding of equipment as required.

PROPOSAL ACCEPTANCE

This proposal (except schedule) is valid for 30 days from date of issue. Any changes to the scope of work or Bill of Material will require a revised quotation which may result in a price change. No schedules or other activity will be initiated until purchase order is received.

PRICE: \$22,250.00

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate.

GENERAL CONDITIONS

Customer shall provide an electrician or engineer, familiar with the distribution system and is to be available during the repair and / or testing periods. He or she will be responsible for disconnecting and re-energizing all equipment as necessary. MOP's are not included unless specified above.

Unless specifically noted above, all work is to be performed Monday through Friday. Saturdays, Sundays and holidays excluded. Extensive delays due to circumstances beyond the control of Solomon Corp Field Services will be subject to additional billing @ \$1,500.00 per technician per day.

Solomon Corp Field Services will not be responsible for supplying additional back-up generator(s) unless otherwise indicated within this quotation



July 21, 2021

Dear Clerk Price,

As you may be aware, the health department continues to monitor the rise of additional cases of COVID-19 in Hillsdale County. With the arrival of COVID-19 variants, it has become more important than ever to educate residents regarding their choices about the vaccine. Hillsdale County has one of the lowest rates of vaccinated residents, which is concerning due to the increasing number of cases of the Delta variant in our State. This variant has been proven to spread easier and require longer recovery times. As the elected leadership of your community, we want to share your municipality's vaccination status as of July 9, 2021.

Hillsdale City 28.3%

Because Hillsdale County residents are at risk due to a low immunization rate, the Branch-Hillsdale-St. Joseph Community Health Agency is seeking partnerships within your community, to improve the county's vaccination rate. Collaboration provides us with the opportunity to combine efforts to get the vaccine to residents who desire vaccination.

Together, we could provide education, and resources to connect residents to services they need. Additionally, our agency's mobile unit gives us the ability to travel to the homes of the elderly, the disabled, and to those who lack transportation.

We are respectfully asking you to work with us to discuss how we can improve your community's vaccination rate. A representative of our collaborative will be contacting you in the next week to discuss how we can best work together.

Thank you for your dedication to protecting the health and well-being of our communities.

Sincerely,

Rebecca Burns, M.P.H., R.S.
Health Officer

H. Lauren Vogel, D.O.
Medical Director

570 N. Marshall Road
Coldwater, MI 49036
(517) 279-9561
(517) 278-2823 Fax

20 Care Drive
Hillsdale, MI 49242
(517) 437-7395
(517) 437-0166 Fax

1110 Hill Street
Three Rivers, MI 49093
(269) 273-2161
(269) 273-2452 Fax

1555 E. Chicago Rd
Suite C
Sturgis, MI 49091
(269) 273-2161



WHEN TO WEAR A FACE MASK

Revised August 4, 2021

[Michigan.gov/Coronavirus](https://www.michigan.gov/Coronavirus)

While vaccination continues to be the most important public health action to end the COVID-19 pandemic, the surge of the Delta variant across the U.S. prompted the CDC to issue updated recommendations for masking in July 2021.

- **CDC recommends universal indoor masking for all teachers, staff, students, and visitors to K-12 schools, regardless of vaccination status.** Children should have full-time, in-person learning in the fall with layered prevention strategies.
- **CDC recommends that community leaders encourage vaccination and masking** to prevent further outbreaks, especially in areas of substantial and high transmission.
- **The CDC requires** that all persons wear masks on planes, buses, trains, and other forms of public transportation, as well as at airports and stations.
- In areas with substantial and high transmission, **CDC recommends that everyone (including fully vaccinated individuals) wear a mask in public indoor settings** to help prevent spread of COVID-19, especially the Delta variant, and to protect others.
- CDC recommends that fully vaccinated people who have a known exposure to someone with COVID-19 get tested three to five days after exposure and wear a mask in public indoor settings for 14 days or until they receive a negative test.
- Additionally, **fully vaccinated people might choose to wear a mask regardless of the level of transmission**, particularly if they are immunocompromised or at increased risk for severe disease from COVID-19, or if they have someone in their household who is immunocompromised, at increased risk of severe disease or not fully vaccinated.

What Does that Mean for People in Michigan?


In Michigan, there is no **statewide** requirement to wear a face mask in most settings; however, local health departments, establishments, and school districts may have additional rules that must be followed.

It is SAFER to wear a mask in high-risk settings where many unvaccinated individuals are present, to protect vulnerable populations, or when community transmission is high.


- It is SAFER for individuals who are **not yet fully vaccinated** to wear a face mask when in **indoor settings with people who they do not live with**.
- It is SAFER for everyone to wear a mask in **classrooms and other school facilities**. CDC recommends universal indoor masking for all teachers, staff, students, and visitors to K-12 schools, regardless of vaccination status. Children should return to full-time, in-person learning in the fall with layered prevention strategies in place.
- It is SAFER to wear a mask when participating in **contact sports**.
- It is SAFER to wear a mask in **residential care facilities**, including nursing homes, adult foster care and homes for the aged.
- It is SAFER to wear a mask in **congregate settings**, including jails, prisons, migrant worker housing, homeless shelters, childcare institutions, etc.
 - The settings listed here are higher risk due to data regarding previous outbreaks and transmission in congregate settings.
- It is SAFER to wear a mask in **health care facilities**, such as hospitals, ambulatory care settings, and surgical centers.
- It is SAFER to wear a mask in public indoor settings **in areas experiencing substantial or high levels of community transmission**.


How CDC determines level of community transmission

The level of community transmission is determined by the CDC from the number of COVID-19 cases there are in the population and the percent of COVID-19 tests that are positive. Learn more at [CDC.gov/COVID-Data-Tracker](https://www.cdc.gov/COVID-Data-Tracker).

 When transmission is **low**, control is achieved largely through individual prevention behaviors and the public health response is meant to identify and isolate clusters of disease.

When transmission is **moderate**, adherence to individual and selected community level prevention strategies are needed to control the pandemic.

 At **substantial** transmission, every day activities should be limited to reduce spread and protect the health care system.

 At **high** transmission, significant measures are needed to limit contact between persons, with priority given to maintaining essential community activities and services (e.g., health care, transportation, food and agriculture, and schools).

For the latest information on Michigan's response to COVID-19, please visit Michigan.gov/Coronavirus. You may also call the COVID-19 Hotline at 888-535-6136 or email COVID19@michigan.gov.



August 6, 2021

Mr. Dave Mackie, Manager
City of Hillsdale
97 North Broad Street
Hillsdale, MI 49242

RE: Programming Advisory

Dear Mr. Mackie:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As part of that ongoing commitment to keep you informed, we wanted to update you on the following:

- Beginning August 19, 2021, Great American Country (GAC) will move from Digital Preferred to Digital Starter/Extra, making it available to more customers at no additional cost.

Please feel free to contact me at 616-560-1922 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Snyder", is written over a light blue horizontal line.

Jeffrey Snyder
Manager, External Affairs
Comcast, Heartland Region
3500 Patterson Ave., SE
Grand Rapids, MI 49512

QUARTERLY NEWSLETTER

CITY HALL CLOSED:

- * 09/06/2021 - Labor Day
- * 11/11/2021 - Veteran's Day
- * 11/25/2021 - Thanksgiving Day
- * 11/26/2021 - Thanksgiving Holiday

COMMUNITY EVENTS

5TH ANNUAL CAR SHOW

- * 09/11/2021, 9:00 am - 2:00 pm
- * Stillwell Ford Lincoln
- * Free entry, on-site food vendors, awards & door prizes, donuts & cider, 50/50 drawing, and dash plaques.

2021 HILLSDALE COUNTY FAIR
"Together Again"
Hillsdale County Fairgrounds
9/26/2021 - 10/02/2021



2021 HILLSDALE TRICK OR TREAT
OCTOBER 31st, 6:00 - 8:00 pm
HAVE A SAFE HALLOWEEN!



2021 FIRE PREVENTION WEEK: OCT 3 - 9

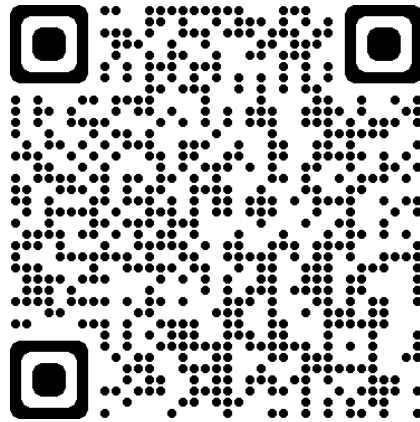


**OCTOBER
NATIONAL
FIRE PREVENTION
MONTH**

FALL LEAF PICK UP Department of Public Services (DPS)

This year, the City's Department of Public Services will be re-instituting its loose leaf curbside collection service, thanks to recently approved millage funds. When DPS has finalized leaf pick-up dates, the schedule will be shared with residents of each ward and posted on the City's Facebook page and website.

BPU IS ON FACEBOOK!
Hillsdale Board of Public Utilities



The Hillsdale Board of Public Utilities now has its own Facebook page to better connect with its customers. Follow the page for project updates, outage-related information, helpful energy-saving tips and more.

Search "Hillsdale Board of Public Utilities" on Facebook or scan the QR code above with a smartphone.

2021 PATRIOT'S DAY FLY-IN
Sunday, September 12, 2021
7:00 am - 2:00 pm (rain or shine)



The annual Patriot's Day Fly-In is set for Sunday, September 12, 2021 from 7:00 am to 2:00 pm.

The Hillsdale Exchange Club, in collaboration with the City of Hillsdale, will be hosting a terrific event for the entire family!

This year's featured aircraft will be the Yankee Air Museum's HU-1 Huey Greyhound Helicopter (\$99/person rides).

Other activities include:

- Airplane rides (\$20/person)
- Helicopter rides (\$40/person)
- The Hooligan Flight Team will conduct T-34 formation flights
- Classic Car Cruis-In
- Emergency vehicles on display
- 50/50 raffle
- Breakfast (\$7 - adults, \$4 - children)

For more information, please contact the Hillsdale Municipal Airport by phone at (517) 797-4833 or by email at Hillsdale_Airport@cityofhillsdale.org.

TO KEEP UP-TO-DATE WITH ALL LOCAL EVENTS, PLEASE REGULARLY CHECK THE HILLSDALE DAILY NEWS, WCSR, THE CITY'S WEBSITE AND FACEBOOK PAGE!

CAPTAIN STEVE MCDOWELL RETIRES Hillsdale City Fire Department



After nearly four decades of service to the greater Hillsdale area, Capt Steve McDowell is retiring!

Capt McDowell has been a full-time fire fighter for the City of Hillsdale for the last 21 years. Prior to serving the City, McDowell served 18 years on the Hillsdale Rural Fire Department (now known as the Hillsdale Township Fire Department) - eventually ranking as their chief.

The City of Hillsdale would like to extend its gratitude to McDowell for his service to protecting its citizens and structures from harm. We wish him the very best in this next chapter of life!

FALL/WINTER PROGRAMS Hillsdale City Parks & Recreation

Contact Hillsdale City Recreation at (517) 437-6457 or recreation@cityofhillsdale.org for more information regarding fall and winter programs.

TRANSFER STATION CLOSED FOR CONSTRUCTION Department of Public Services (DPS)

The City's waste transfer station, located at 425 W Carleton Rd, is currently closed for construction of a new building on the site. It is expected to reopen in early October. A list of several alternate facilities residents can utilize to dispose of their waste include:

- * Modern Waste Systems, Inc,
- * Republic Services - C&C Landfill,
- * Jefferson Township Transfer Station
- * Liberty Landfill.

More information can be found on the City's website.

LOCAL DEVELOPMENTS Economic Development



Located at 187 S Howell St, Dr. Kenneth Mueller III and C&H Care Center are now accepting new patients!

Dr. Mueller specializes in neuromusculoskeletal and sports medicine, with services including non-operative orthopedics, sports medicine, and osteopathic manipulative medicine (OMM).

Give them a call today at (517) 828-0807.



Ad Astra Coffee Roasters (located at 106 N Broad St) is now open for walk-ins from 11:00 am - 2:00 pm Tuesday - Friday.

Stop in to shop coffee, view the roasting facility, have your beans freshly ground, or sample coffee with one of their roasters, Morgan Morrison.

If you can't stop in, they will also be available at the Hillsdale County Farmer's Market every Saturday.

Check out their Facebook page or visit their website.

NEW HIRES Human Resources

Please join the City in welcoming the following new hires:

- * Jeremy Staggs - Water Department
- * Kyle Kirsten - Police Department
- * Sam Fry - BPU

HILLSDALE AWARDED DWAM GRANT Hillsdale Board of Public Utilities

The City successfully obtained a \$241,000 Drinking Water Asset Management (DWAM) Grant through the Michigan Department of Environment, Great Lakes and Energy (EGLE). The City intends to use the grant funds to complete verification of water service lines according to Michigan's Lead and Copper Rule (LCR) revisions as well as compile a Complete Distribution System Material Inventory (CDSMI), which is due to EGLE by January 2025. This grant does not require matching funds.

INDUSTRIAL WATER TOWER RECONDITIONING Hillsdale Board of Public Utilities



Reconditioning of the industrial water tower in Hillsdale's Manufacturing and Technology Park began in June. Both the interior and the exterior of the water tower were extensively cleaned and repainted. These are the first major repairs since it was constructed in 1995. The work was completed in late July and the water tower has since been refilled and returned to service.

BPU THANKS COMMUNITY FOR SUPPORT FOLLOWING JUNE STORMS

The BPU would like to extend a sincere thank you to the Hillsdale Community for its tremendous support in the wake of the June storms. Thank you to the many members of the community that stepped up to feed crew members meals and support the utility in other ways. We truly appreciate the community's good will and support!

We are also grateful for the utility crews from Bryan (OH), Clinton and Coldwater that assisted us in restoration efforts.

City of Hillsdale Agenda Item Summary

Meeting Date: August 16, 2021

Agenda Item: Old Business

SUBJECT: American Rescue Act Funds

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

Attached are Frequently Asked Questions (FAQs) as of July 19th 2021 for the American Rescue Act Funds. The City is supposed to receive \$837,000 but hasn't received anything to date. Sections 2-6 of the FAQs describe what the Funds are able to be used on.

Staff believes the following items would meet the intent of the Act and would be a good use of funds:

- Westwood and Sumac Drive - water and sewer design and possible construction
- Bacon and Manning Street - flood mitigation design and possible construction
- Purchase of leaf collection machine – nonpoint source pollution management plan
- Performance Pay - employment contracts to retain police officers if approved by union
- Upgrade Hillsdale Airport's internet service

RECOMMENDATION:

Discuss the above and other items for possible use of Funds. Give staff direction on what Council would like to see more detailed information on.

Coronavirus State and Local Fiscal Recovery Funds

Frequently Asked Questions

AS OF JULY 19, 2021

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>
- For general questions about CSFRF / CLFRF, please email SLFRP@treasury.gov
- Treasury is seeking comment on all aspects of the Interim Final Rule. Stakeholders are encouraged to submit comments electronically through the Federal eRulemaking Portal (<https://www.regulations.gov/document/TREAS-DO-2021-0008-0002>) on or before July 16, 2021. Please be advised that comments received will be part of the public record and subject to public disclosure. Do not disclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with “[5/27]”)

Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with “[6/8]”)

Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with “[6/17]”)

Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with “[6/23]”)

Question added 6/24/21: 2.21 (noted with “[6/24]”)

Questions added 7/14/21: 1.8, 3.14, 3.15, 4.9, 4.10, 4.11, 4.12, 6.13, 6.14, 6.15, 6.16, 6.17, 10.3 updated (noted with “[7/14]”)

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this [FAQ supplement](#), which is regularly updated.

1. Eligibility and Allocations

1.1. Which governments are eligible for funds?

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities
- Non-entitlement units, or smaller local governments

1.2. Which governments receive funds directly from Treasury?

Treasury will distribute funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as non-entitlement units will receive funds through their applicable state government.

1.3. Are special-purpose units of government eligible to receive funds?

Special-purpose units of local government will not receive funding allocations; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts.

1.4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?¹

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The American Rescue Plan Act specifies that \$1 billion will be allocated evenly to all eligible Tribal governments. The remaining \$19 billion will be distributed using an allocation methodology based on enrollment and employment.

There will be two payments to Tribal governments. Each Tribal government's first payment will include (i) an amount in respect of the \$1 billion allocation that is to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments will be notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds is June 21, 2021.

The second payment will include a Tribal government's pro rata share of the Employment Allocation. There is a \$1,000,000 minimum employment allocation for Tribal governments. In late-June, Tribal governments will receive an email notification to re-enter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to the Department of the Treasury for the CARES Act's Coronavirus Relief Fund. To receive an Employment Allocation, including the minimum employment allocation, Tribal governments must confirm employment numbers by July

¹ The answer to this question was updated on July 19, 2021.

23, 2021. Treasury will calculate employment allocations for those Tribal governments that confirmed or submitted amended employment numbers by the deadline. In August, Treasury will communicate to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

1.5. My county is a unit of general local government with population under 50,000. Will my county receive funds directly from Treasury? [5/27]

Yes. All counties that are units of general local government will receive funds directly from Treasury and should apply via the [online portal](#). The list of county allocations is available [here](#).

1.6. My local government expected to be classified as a non-entitlement unit. Instead, it was classified as a metropolitan city. Why? [5/27]

The American Rescue Plan Act defines, for purposes of the Coronavirus Local Fiscal Recovery Fund (CLFRF), metropolitan cities to include those that are currently metropolitan cities under the Community Development Block Grant (CDBG) program but also those cities that relinquish or defer their status as a metropolitan city for purposes of the CDBG program. This would include, by way of example, cities that are principal cities of their metropolitan statistical area, even if their population is less than 50,000. In other words, a city that is eligible to be a metropolitan city under the CDBG program is eligible as a metropolitan city under the CLFRF, regardless of how that city has elected to participate in the CDBG program.

Unofficial allocation estimates produced by other organizations may have classified certain local governments as non-entitlement units of local government. However, based on the statutory definitions, some of these local governments should have been classified as metropolitan cities.

1.7. In order to receive and use Fiscal Recovery Funds, must a recipient government maintain a declaration of emergency relating to COVID-19? [6/23]

No. Neither the statute establishing the CSFRF/CLFRF nor the Interim Final Rule requires recipients to maintain a local declaration of emergency relating to COVID-19.

1.8. Can non-profit or private organizations receive funds? If so, how? [7/14]

Yes. Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The Interim Final Rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and recipients may transfer funds to constituent units of government or private entities beyond those

specified in the statute. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered to be a subrecipient and will be expected to comply with all subrecipient reporting requirements.

The ARPA does not authorize Treasury to provide CSFRF/CLFRF funds directly to non-profit or private organizations. Thus, non-profit or private organizations should seek funds from CSFRF/CLFRF recipient(s) in their jurisdiction (e.g., a State, local, territorial, or Tribal government).

2. Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts

2.1. What types of COVID-19 response, mitigation, and prevention activities are eligible?

A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses. Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics.

2.2. If a use of funds was allowable under the Coronavirus Relief Fund (CRF) to respond to the public health emergency, may recipients presume it is also allowable under CSFRF/CLFRF?

Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under CSFRF/CLFRF, with the following two exceptions: (1) the standard for eligibility of public health and safety payrolls has been updated; and (2) expenses related to the issuance of tax-anticipation notes are not an eligible funding use.

2.3. If a use of funds is not explicitly permitted in the Interim Final Rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?

The Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. The Interim Final Rule also provides flexibility for recipients to use Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but which meet the objectives of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency with respect to COVID-19 or its negative economic impacts.

2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing state unemployment funds?

Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020, or to pay back advances received for the payment of benefits between January 27, 2020 and the date when the Interim Final Rule is published in the Federal Register.

2.5. What types of services are eligible as responses to the negative economic impacts of the pandemic?

Eligible uses in this category include assistance to households; small businesses and non-profits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Assistance to small business and non-profits includes, but is not limited to:

- loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and
- Technical assistance, counseling, or other services to assist with business planning needs

2.6. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?

Yes, provided the recipient considers whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. Additionally, cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, state, local, territorial, and Tribal governments may consider and take guidance from the per person amounts previously provided by the federal government in response to the COVID crisis.

2.7. May funds be used to reimburse recipients for costs incurred by state and local governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?

Use of Fiscal Recovery Funds is generally forward looking. The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

2.8. May recipients use funds for general economic development or workforce development?

Generally, not. Recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development. For example, job training for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

2.9. How can recipients use funds to assist the travel, tourism, and hospitality industries?

Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic.

Tribal development districts are considered the commercial centers for tribal hospitality, gaming, tourism and entertainment industries.

2.10. May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?

Yes, provided that recipients consider the extent of the impact in such industries as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, nationwide the leisure and hospitality industry has experienced an

approximately 17 percent decline in employment and 24 percent decline in revenue, on net, due to the COVID-19 public health emergency. Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

Recipients should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

2.11. How does the Interim Final Rule help address the disparate impact of COVID-19 on certain populations and geographies?

In recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income and Native American communities, the Interim Final Rule identifies a broader range of services and programs that are considered to be in response to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families living in QCTs, or when these services are provided by Tribal governments.

Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Eligible services include:

- Addressing health disparities and the social determinants of health, including: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
- Building stronger neighborhoods and communities, including: supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
- Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

2.12. May recipients use funds to pay for vaccine incentive programs (e.g., cash or in-kind transfers, lottery programs, or other incentives for individuals who get vaccinated)?

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 vaccination programs. See 31 CFR 35.6(b)(1)(i). Programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.

2.13. May recipients use funds to pay “back to work incentives” (e.g., cash payments for newly employed workers after a certain period of time on the job)? [5/27]

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to unemployed workers. See 31 CFR 35.6(b)(4). This assistance can include job training or other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers.

2.14. The Coronavirus Relief Fund (CRF) included as an eligible use: "Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What has changed in CSFRF/CLFRF, and what type of documentation is required under CSFRF/CLFRF? [5/27]

Many of the expenses authorized under the Coronavirus Relief Fund are also eligible uses under the CSFRF/CLFRF. However, in the case of payroll expenses for public safety, public health, health care, human services, and similar employees (hereafter, public health and safety staff), the CSFRF/CLFRF does differ from the CRF. This change reflects the differences between the ARPA and CARES Act and recognizes that the response to the COVID-19 public health emergency has changed and will continue to change over time. In particular, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, including first responders, to the extent that the employee's time that is dedicated to responding to the COVID-19 public health emergency.

For administrative convenience, the recipient may consider a public health and safety employee to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated (e.g., more than half of the employee's time is dedicated) to responding to the COVID-19 public health emergency.

Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should

maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response. Recipients need not routinely track staff hours. Recipients should periodically reassess their determinations.

2.15. What staff are included in “public safety, public health, health care, human services, and similar employees”? Would this include, for example, 911 operators, morgue staff, medical examiner staff, or EMS staff? [5/27]

As discussed in the Interim Final Rule, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, for the portion of the employee’s time that is dedicated to responding to the COVID-19 public health emergency.

Public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel. Human services staff include employees providing or administering social services; public benefits; child welfare services; and child, elder, or family care, as well as others.

2.16. May recipients use funds to establish a public jobs program? [6/8]

Yes. The Interim Final Rule permits a broad range of services to unemployed or underemployed workers and other individuals that suffered negative economic impacts from the pandemic. That can include public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker’s occupation or level of training. The broad range of permitted services can also include other employment supports, such as childcare assistance or assistance with transportation to and from a jobsite or interview.

The Interim Final Rule includes as an eligible use re-hiring public sector staff up to the government’s level of pre-pandemic employment. “Public sector staff” would not include individuals participating in a job training or subsidized employment program administered by the recipient.

2.17. The Interim Final Rule states that “assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.” Are recipients

required to demonstrate that each individual or business experienced a negative economic impact for that individual or business to receive assistance? [6/23]

Not necessarily. The Interim Final Rule allows recipients to demonstrate a negative economic impact on a population or group and to provide assistance to households or businesses that fall within that population or group. In such cases, the recipient need only demonstrate that the household or business is within the population or group that experienced a negative economic impact.

For assistance to households, the Interim Final Rule states, “In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic.” This would allow, for example, an internet access assistance program for all low- or moderate-income households, but would not require the recipient to demonstrate or document that each individual low- or moderate income household experienced a negative economic impact from the COVID-19 public health emergency apart from being low- or moderate income.

For assistance to small businesses, the Interim Final Rule states that assistance may be provided to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, to respond to the negative economic impacts of the COVID-19 public health emergency. In providing assistance to small businesses, recipients must design a program that responds to the negative economic impacts of the COVID-19 public health emergency, including by identifying how the program addresses the identified need or impact faced by small businesses. This can include assistance to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency.

As part of program design and to ensure that the program responds to the identified need, recipients may consider additional criteria to target assistance to businesses in need, including to small businesses. Assistance may be targeted to businesses facing financial insecurity, with substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or facing other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. For example, a recipient could find based on local data or research that the smallest businesses faced sharply increased risk of bankruptcy and develop a program to respond; such a program would only need to document a population or group-level negative economic impact, and eligibility criteria to limit access to the program to that population or group (in this case, the smallest businesses).

In addition, recognizing the disproportionate impact of the pandemic on disadvantaged communities, the Interim Final Rule also identifies a set of services that are presumptively eligible when provided in a Qualified Census Tract (QCT); to families and individuals living in QCTs; to other populations, households, or geographic areas

identified by the recipient as disproportionately impacted by the pandemic; or when these services are provided by Tribal governments. For more information on the set of presumptively eligible services, see the Interim Final Rule section on *Building Stronger Communities through Investments in Housing and Neighborhoods* and FAQ 2.11.

2.18. Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? [6/23]

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule’s framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services” can constitute a negative economic impact of the pandemic.

2.19. Would expenses to address a COVID-related backlog in court cases be an eligible use of funds as a response to the public health emergency? [6/23]

The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services,” such as cuts to public sector staffing levels, can constitute a negative economic impact of the pandemic. During the COVID-19 public

health emergency, many courts were unable to operate safely during the pandemic and, as a result, now face significant backlogs. Court backlogs resulting from inability of courts to safely operate during the COVID-19 pandemic decreased the government's ability to administer services. Therefore, steps to reduce these backlogs, such as implementing COVID-19 safety measures to facilitate court operations, hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution are eligible uses.

2.20. Can funds be used to assist small business startups as a response to the negative economic impact of COVID-19? [6/23]

As discussed in the Interim Final Rule, recipients may provide assistance to small businesses that responds to the negative economic impacts of COVID-19. The Interim Final Rule provides a non-exclusive list of potential assistance mechanisms, as well as considerations for ensuring that such assistance is responsive to the negative economic impacts of COVID-19.

Treasury acknowledges a range of potential circumstances in which assisting small business startups could be responsive to the negative economic impacts of COVID-19, including for small businesses and individuals seeking to start small businesses after the start of the COVID-19 public health emergency. For example:

- A recipient could assist small business startups with additional costs associated with COVID-19 mitigation tactics (e.g., barriers or partitions; enhanced cleaning; or physical plant changes to enable greater use of outdoor space).
- A recipient could identify and respond to a negative economic impact of COVID-19 on new small business startups; for example, if it could be shown that small business startups in a locality were facing greater difficulty accessing credit than prior to the pandemic, faced increased costs to starting the business due to the pandemic, or that the small business had lost expected startup capital due to the pandemic.
- The Interim Final Rule also discusses eligible uses that provide support for individuals who have experienced a negative economic impact from the COVID-19 public health emergency, including uses that provide job training for unemployed individuals. These initiatives also may support small business startups and individuals seeking to start small businesses.

2.21. Can funds be used for eviction prevention efforts or housing stability services? [6/24]

Yes. Responses to the negative economic impacts of the pandemic include “rent, mortgage, or utility assistance [and] counseling and legal aid to prevent eviction or homelessness.” This includes housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of

domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing.

This also includes legal aid such as legal services or attorney's fees related to eviction proceedings and maintaining housing stability, court-based eviction prevention or eviction diversion programs, and other legal services that help households maintain or obtain housing.

Recipients may transfer funds to, or execute grants or contracts with, court systems, non-profits, and a wide range of other organizations to implement these strategies.

3. Eligible Uses – Revenue Loss

3.1. How is revenue defined for the purpose of this provision? [appendix added 6/23]

The Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

General Revenue includes revenue from taxes, current charges, and miscellaneous general revenue. It excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts. General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the CRF or the Fiscal Recovery Funds.

Tribal governments may include all revenue from Tribal enterprises and gaming operations in the definition of General Revenue.

Please see the appendix for a diagram of the Interim Final Rule’s definition of General Revenue within the Census Bureau’s revenue classification structure.

3.2. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID-19 public health emergency on a recipient’s revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.

3.3. Does the definition of revenue include outside concessions that contract with a state or local government?

Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau’s Annual Survey of State and Local Government Finances. According to the Census Bureau’s [Government Finance and Employment Classification manual](#), the following is an example of current charges that would be included in a state or local government’s general revenue from own sources: “Gross revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities.”

3.4. What is the time period for estimating revenue loss? Will revenue losses experienced prior to the passage of the Act be considered?

Recipients are permitted to calculate the extent of reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. This approach recognizes that some recipients may experience lagged effects of the pandemic on revenues.

Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

3.5. What is the formula for calculating the reduction in revenue?

A reduction in a recipient’s General Revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\left(\frac{n_t}{12}\right)}] - \text{Actual General Revenue}_t ; 0 \}$$

Where:

Base Year Revenue is General Revenue collected in the most recent full fiscal year prior to the COVID-19 public health emergency.

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient’s actual general revenue collected during 12-month period ending on each calculation date.

Subscript *t* denotes the calculation date.

3.6. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?

In the Interim Final Rule, any diminution in actual revenue calculated using the formula above would be presumed to have been “due to” the COVID-19 public health emergency. This presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

3.7. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

3.8. Once a recipient has identified a reduction in revenue, are there any restrictions on how recipients use funds up to the amount of the reduction?

The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government service, since these uses of funds do not entail direct provision of services to citizens. This restriction on paying interest or principal on any outstanding debt instrument, includes, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all program funds (e.g., restriction on pension deposits, restriction on using funds for non-federal match where barred by regulation or statute) would apply.

3.9. How do I know if a certain type of revenue should be counted for the purpose of computing revenue loss? [5/27]

As discussed in FAQ #3.1, the Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

Recipients should refer to the definition of “General Revenue” included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule’s definition of “General Revenue,” the recipient may consider the classification and instructions used to complete the Census Bureau’s Annual Survey.

For example, parking fees would be classified as a Current Charge for the purpose of the Census Bureau’s Annual Survey, and the Interim Final Rule’s concept of “General Revenue” includes all Current Charges. Therefore, parking fees would be included in the Interim Final Rule’s concept of “General Revenue.”

The Census Bureau’s Government Finance and Employment Classification manual is available [here](#).

3.10. In calculating revenue loss, are recipients required to use audited financials? [6/8]

Where audited data is not available, recipients are not required to obtain audited data. Treasury expects all information submitted to be complete and accurate. See 31 CFR 35.4(c).

3.11. In calculating revenue loss, should recipients use their own data, or Census data? [6/8]

Recipients should use their own data sources to calculate general revenue, and do not need to rely on published revenue data from the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients’ self-reported general revenue figures may differ somewhat from those published by the Census Bureau.

3.12. Should recipients calculate revenue loss on a cash basis or an accrual basis? [6/8]

Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required.

3.13. In identifying intergovernmental revenue for the purpose of calculating General Revenue, should recipients exclude all federal funding, or just federal funding related to the COVID-19 response? How should local governments treat federal funds that are passed through states or other entities, or federal funds that are intermingled with other funds? [6/23]

In calculating General Revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund or Fiscal Recovery Funds. To the extent federal funds are passed through states or other entities or intermingled with other funds, recipients should attempt to identify and exclude the

federal portion of those funds from the calculation of General Revenue on a best-efforts basis.

3.14. What entities constitute a government for the purpose of calculating revenue loss? [7/14]

In determining whether a particular entity is part of a recipient's government for purposes of measuring a recipient's government revenue, recipients should identify all the entities included in their government and the general revenue attributable to these entities on a best-efforts basis. Recipients are encouraged to consider how their administrative structure is organized under state and local statutes. In cases in which the autonomy of certain authorities, commissions, boards, districts, or other entities is not readily distinguishable from the recipient's government, recipients may adopt the Census Bureau's criteria for judging whether an entity is independent from, or a constituent of, a given government. For an entity to be independent, it generally meets all four of the following conditions:

- The entity is an organized entity and possesses corporate powers, such as perpetual succession, the right to sue and be sued, having a name, the ability to make contracts, and the ability to acquire and dispose of property.
- The entity has governmental character, meaning that it provides public services, or wields authority through a popularly elected governing body or officers appointed by public officials. A high degree of responsibility to the public, demonstrated by public reporting requirements or by accessibility of records for public inspection, also evidences governmental character.
- The entity has substantial fiscal independence, meaning it can determine its budget without review and modification by other governments. For instance, the entity can determine its own taxes, charges, and debt issuance without another government's supervision.
- The entity has substantial administrative independence, meaning it has a popularly elected governing body, or has a governing body representing two or more governments, or, in the event its governing body is appointed by another government, the entity performs functions that are essentially different from those of, and are not subject to specification by, its creating government.

If an entity does not meet all four of these conditions, a recipient may classify the entity as part of the recipient's government and assign the portion of General Revenue that corresponds to the entity.

To further assist recipients in applying the forgoing criteria, recipients may refer to the Census Bureau's [*Individual State Descriptions: 2017 Census of Governments*](#) publication, which lists specific entities and classes of entities classified as either independent (defined by Census as "special purpose governments") or constituent (defined by Census as "dependent agencies") on a state-by-state basis. Recipients should note that the Census Bureau's lists are not exhaustive and that Census classifications are based on an analysis of state and local statutes as of 2017 and subject to the Census Bureau's judgement. Though not included in the Census Bureau's publication, state

colleges and universities are generally classified as dependent agencies of state governments by the Census Bureau.

If an entity is determined to be part of the recipient's government, the recipient must also determine whether the entity's revenue is covered by the Interim Final Rule's definition of "general revenue." For example, some cash flows may be outside the definition of "general revenue." In addition, note that the definition of general revenue includes Tribal enterprises in the case of Tribal governments. Refer to FAQ 3.1 (and the Appendix) for the components included in General Revenue.

3.15. The Interim Final Rule's definition of General Revenue excludes revenue generated by utilities. Can you please clarify the definition of utility revenue? [7/14]

As noted in FAQs 3.1 and 3.9, the Interim Final Rule adopts a definition of "general revenue" that is based on, but not identical to, the Census Bureau's concept of "General Revenue from Own Sources" in the Annual Survey of State and Local Government Finances. Recipients should refer to the definition of "general revenue" included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule's definition of "general revenue," the recipient may consider the classification and instructions used to complete the Census Bureau's Annual Survey.

According to the Census Bureau's [Government Finance and Employment Classification manual](#), utility revenue is defined as "[g]ross receipts from sale of utility commodities or services to the public or other governments by publicly-owned and controlled utilities." This includes revenue from operations of publicly-owned and controlled water supply systems, electric power systems, gas supply systems, and public mass transit systems (see pages 4-45 and 4-46 of the manual for more detail).

Except for these four types of utilities, revenues from all commercial-type activities of a recipient's government (e.g., airports, educational institutions, lotteries, public hospitals, public housing, parking facilities, port facilities, sewer or solid waste systems, and toll roads and bridges) are covered by the Interim Final Rule's definition of "general revenue." If a recipient is unsure whether a particular entity performing one of these commercial-type activities can be considered part of the recipient's government, please see FAQ 3.14.

4. Eligible Uses – General

4.1. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds

and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs. Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

4.2. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

4.3. May recipients use funds to pay interest or principal on outstanding debt?

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

4.4. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

4.5. Are governments required to submit proposed expenditures to Treasury for approval? [5/27]

No. Recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the Interim Final Rule.

4.6. How do I know if a specific use is eligible? [5/27]

Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule:

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Recipients should consult Section II of the Interim Final Rule for additional information on eligible uses. For recipients evaluating potential uses under (a), the Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. See Section II of the Interim Final Rule for additional discussion.

For recipients evaluating potential uses under (c), the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. See FAQ #3.8 for additional discussion.

For recipients evaluating potential uses under (b) and (d), see Sections 5 and 6.

4.7. Do restrictions on using Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred beginning on March 3, 2021 apply to costs incurred by the recipient (e.g., a State, local, territorial, or Tribal government) or to costs incurred by households, businesses, and individuals benefiting from assistance provided using Coronavirus State and Local Fiscal Recovery Funds? [6/8]

The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021. This limitation applies to costs incurred by the recipient (i.e., the state, local, territorial, or Tribal government receiving funds). However, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households, businesses, and individuals within the eligible use categories described in the Interim

Final Rule for economic harms experienced by those households, businesses, and individuals prior to March 3, 2021. For example,

- Public Health/Negative Economic Impacts – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households – such as rent, mortgage, or utility assistance – for economic harms experienced or costs incurred by the household prior to March 3, 2021 (e.g., rental arrears from preceding months), provided that the cost of providing assistance to the household was not incurred by the recipient prior to March 3, 2021.
- Premium Pay – Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- Revenue Loss – The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. The calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020. However, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- Investments in Water, Sewer, and Broadband – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to make necessary investments in water, sewer, and broadband. See FAQ Section 6. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the Coronavirus State and Local Fiscal Recovery Funds were incurred after March 3, 2021.

4.8. How can I use CSFRF/CLFRF funds to prevent and respond to crime, and support public safety in my community? [6/23]

Under Treasury’s Interim Final Rule, there are many ways in which the State and Local Fiscal Recovery Funds (“Funds”) under the American Rescue Plan Act can support communities working to reduce and respond to increased violence due to the pandemic. Among the eligible uses of the Funds are restoring of public sector staff to their pre-pandemic levels and responses to the public health crisis and negative economic impacts resulting from the pandemic. The Interim Final Rule provides several ways for recipients to “respond to” this pandemic-related gun violence, ranging from community violence intervention programs to mental health services to hiring of public safety personnel.

Below are some examples of how Fiscal Recovery Funds can be used to address public safety:

- In all communities, recipients may use resources to rehire police officers and other public servants to restore law enforcement and courts to their pre-pandemic levels.

Additionally, Funds can be used for expenses to address COVID-related court backlogs, including hiring above pre-pandemic levels, as a response to the public health emergency. See FAQ 2.19.

- In communities where an increase in violence or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, is a result of the pandemic they may use funds to address that harm. This spending may include:
 - Hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic
 - Community Violence Intervention (CVI) programs, including capacity building efforts at CVI programs like funding and training additional intervention workers
 - Additional enforcement efforts to reduce gun violence exacerbated by the pandemic, including prosecuting gun traffickers, dealers, and other parties contributing to the supply of crime guns, as well as collaborative federal, state, and local efforts to identify and address gun trafficking channels
 - Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic

As discussed in the Interim Final Rule, uses of CSFRF/CLFRF funds that respond to an identified harm must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

- Recipients may also use funds up to the level of revenue loss for government services, including those outlined above.

Recognizing that the pandemic exacerbated mental health and substance use disorder needs in many communities, eligible public health services include mental health and other behavioral health services, which are a critical component of a holistic public safety approach. This could include:

- Mental health services and substance use disorder services, including for individuals experiencing trauma exacerbated by the pandemic, such as:
 - Community-based mental health and substance use disorder programs that deliver evidence-based psychotherapy, crisis support services, medications for opioid use disorder, and/or recovery support
 - School-based social-emotional support and other mental health services
- Referrals to trauma recovery services for crime victims.

Recipients also may use Funds to respond to the negative economic impacts of the public health emergency, including:

- Assistance programs to households or populations facing negative economic impacts of the public health emergency, including:

- Assistance to support economic security, including for the victims of crime;
 - Housing assistance, including rent, utilities, and relocation assistance;
 - Assistance with food, including Summer EBT and nutrition programs; and
 - Employment or job training services to address negative economic or public health impacts experienced due to a worker's occupation or level of training.
- Assistance to unemployed workers, including:
 - Subsidized jobs, including for young people. Summer youth employment programs directly address the negative economic impacts of the pandemic on young people and their families and communities;
 - Programs that provide paid training and/or work experience targeted primarily to (1) formerly incarcerated individuals, and/or (2) communities experiencing high levels of violence exacerbated by the pandemic;
 - Programs that provide workforce readiness training, apprenticeship or pre-apprenticeship opportunities, skills development, placement services, and/or coaching and mentoring; and
 - Associated wraparound services, including for housing, health care, and food.

Recognizing the disproportionate impact of the pandemic on certain communities, a broader range of services are eligible in those communities than would otherwise be available in communities not experiencing a pandemic-related increase in crime or gun violence. These eligible uses aim to address the pandemic's exacerbation of public health and economic disparities and include services to address health and educational disparities, support neighborhoods and affordable housing, and promote healthy childhood environments. The Interim Final Rule provides a non-exhaustive list of eligible services in these categories.

These services automatically qualify as eligible uses when provided in Qualified Census Tracts (QCTs), low-income areas designated by HUD; to families in QCTs; or by Tribal governments. Outside of these areas, recipient governments can also identify and serve households, populations, and geographic areas disproportionately impacted by the pandemic.

Services under this category could include:

- Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, childhood health and welfare, including:
 - Summer education and enrichment programs in these communities, which include many communities currently struggling with high levels of violence;
 - Programs that address learning loss and keep students productively engaged;
 - Enhanced services for foster youths and home visiting programs; and
 - Summer camps and recreation.
- Programs or services that provide or facilitate access to health and social services and address health disparities exacerbated by the pandemic. This includes Community Violence Intervention (CVI) programs, such as:
 - Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with

- wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and,
- Capacity-building efforts at CVI programs like funding more intervention workers; increasing their pay; providing training and professional development for intervention workers; and hiring and training workers to administer the programs.

Please refer to Treasury's Interim Final Rule for additional information.

4.9. May recipients pool funds for regional projects? [7/14]

Yes, provided that the project is itself an eligible use of funds and that recipients can track the use of funds in line with the reporting and compliance requirements of the CSFRF/CLFRF. In general, when pooling funds for regional projects, recipients may expend funds directly on the project or transfer funds to another government that is undertaking the project on behalf of multiple recipients. To the extent recipients undertake regional projects via transfer to another government, recipients would need to comply with the rules on transfers specified in the Interim Final Rule, Section V. A recipient may transfer funds to a government outside its boundaries (e.g., county transfers to a neighboring county), provided that the recipient can document that its jurisdiction receives a benefit proportionate to the amount contributed.

4.10. May recipients fund a project with both ARP funds and other sources of funding (e.g., blending, braiding, or other pairing funding sources), including in conjunction with financing provided through a debt issuance? [7/14]

Cost sharing or matching funds are not required under CSFRF/CLFRF. Funds may be used in conjunction with other funding sources, provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies. The recipient must comply with applicable reporting requirements for all sources of funds supporting the CSFRF/CLFRF projects, and with any requirements and restrictions on the use of funds from the supplemental funding sources and the CSFRF/CLFRF program. Specifically,

- All funds provided under the CSFRF/CLFRF program must be used for projects, investments, or services that are eligible under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. See 31 CFR 35.6-8; FAQ 4.6. CSFRF/CLFRF funds may not be used to fund an activity that is not, in its entirety, an eligible use under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. For example,
 - CSFRF/CLFRF funds may be used in conjunction with other sources of funds to make an investment in water infrastructure, which is eligible under the CSLFRF statute, and Treasury's Interim Final Rule.
 - CSFRF/CLFRF funds could not be used to fund the entirety of a water infrastructure project that was partially, although not entirely, an eligible use under Treasury's Interim Final Rule. However, the recipient could use CSFRF/CLFRF funds only for a smaller component project that does

constitute an eligible use, while using other funds for the remaining portions of the larger planned water infrastructure project that do not constitute an eligible use. In this case, the “project” under this program would be only the eligible use component of the larger project.

- In addition, because CSFRF/CLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of CSFRF/CLFRF funds obligated and expended and when such funds were obligated and expended.

**4.11. May Coronavirus State and Local Fiscal Recovery Funds be used to make loans or other extensions of credit (“loans”), including loans to small businesses and loans to finance necessary investments in water, sewer, and broadband infrastructure?
[7/14]**

Yes. Coronavirus State and Local Fiscal Recovery Funds (“Funds”) may be used to make loans, provided that the loan is an eligible use and the cost of the loan is tracked and reported in accordance with the points below. See 31 CFR 35.6. For example, a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make loans to small businesses. See 31 CFR 35.6(b)(6). In addition, a recipient may use Funds to finance a necessary investment in water, sewer or broadband, as described in the Interim Final Rule. See 31 CFR 35.6(e).

Funds must be used to cover “costs incurred” by the recipient between March 3, 2021, and December 31, 2024, and Funds must be expended by December 31, 2026. See Section III.D of the Interim Final Rule; 31 CFR 35.5. Accordingly, recipients must be able to determine the amount of Funds used to make a loan.

- For loans that mature or are forgiven on or before December 31, 2026, the recipient must account for the use of funds on a cash flow basis, consistent with the approach to loans taken in the Coronavirus Relief Fund.
 - Recipients may use Fiscal Recovery Funds to fund the principal of the loan and in that case must track repayment of principal and interest (i.e., “program income,” as defined under 2 CFR 200).
 - When the loan is made, recipients must report the principal of the loan as an expense.
 - Repayment of principal may be re-used only for eligible uses, and subject to restrictions on timing of use of funds. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use of funds under the statute and IFR. Recipients are not subject to restrictions under 2 CFR 200.307(e)(1) with respect to such payments.
- For loans with maturities longer than December 31, 2026, the recipient may use Fiscal Recovery Funds for only the projected cost of the loan. Recipients may estimate the subsidy cost of the loan, which equals the expected cash flows associated

with the loan discounted at the recipient's cost of funding. A recipient's cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the recipient or (ii) recently issued by a unit of state, local, or Tribal government similar to the recipient. Recipients that have adopted the Current Expected Credit Loss (CECL) standard may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. Recipients may measure projected losses either once, at the time the loan is extended, or annually over the covered period.

Under either approach for measuring the amount of funds used to make loans with maturities longer than December 31, 2026, recipients would not be subject to restrictions under 2 CFR 200.307(e)(1) and need not separately track repayment of principal or interest.

Any contribution of Fiscal Recovery Funds to a revolving loan fund must follow the approach described above for loans with maturities longer than December 31, 2026. In other words, a recipient could contribute Fiscal Recovery Funds to a revolving loan fund, provided that the revolving loan fund makes loans that are eligible uses and the Fiscal Recovery Funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

4.12. May funds be used for outreach to increase uptake of federal assistance like the Child Tax Credit or federal programs like SNAP? [7/14]

Yes. Eligible uses to address negative economic impacts include work “to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.” See 31 CFR 35.6(b)(10). Of note, per the CSFRF/CLFRF [Reporting Guidance](#), allowable use of funds for evaluations may also include other types of program evaluations focused on program improvement and evidence building. In addition, recipients may use funds to facilitate access to health and social services in populations and communities disproportionately impacted by the COVID-19 pandemic, including benefits navigators or marketing efforts to increase consumer uptake of federal tax credits, benefits, or assistance programs that respond to negative economic impacts of the pandemic. See 31 CFR 35.6(b)(12).

5. Eligible Uses – Premium Pay

5.1. What criteria should recipients use in identifying essential workers to receive premium pay?

Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others.

Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list, so long as the sectors are considered critical to protect the health and well-being of residents.

The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

5.2. What criteria should recipients use in identifying third-party employers to receive grants for the purpose of providing premium pay to essential workers?

Any third-party employers of essential workers are eligible. Third-party contractors who employ essential workers in eligible sectors are also eligible for grants to provide premium pay. Selection of third-party employers and contractors who receive grants is at the discretion of recipients.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided.

5.3. May recipients provide premium pay retroactively for work already performed?

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic.

6. Eligible Uses – Water, Sewer, and Broadband Infrastructure

6.1. What types of water and sewer projects are eligible uses of funds?

The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Under the DWSRF, categories of [eligible projects](#) include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

Under the CWSRF, categories of [eligible projects](#) include: construction of publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water

conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury also encourages recipients to consider projects to replace lead service lines.

6.2. May construction on eligible water, sewer, or broadband infrastructure projects continue past December 31, 2024, assuming funds have been obligated prior to that date?

Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

6.3. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?

Recipients may not use funds as a state match for the CWSRF and DWSRF due to prohibitions in utilizing federal funds as a state match in the authorizing statutes and regulations of the CWSRF and DWSRF.

6.4. Does the National Environmental Policy Act (NEPA) apply to eligible infrastructure projects?

NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

6.5. What types of broadband projects are eligible?

The Interim Final Rule requires eligible projects to reliably deliver minimum speeds of 100 Mbps download and 100 Mbps upload. In cases where it is impracticable due to geography, topography, or financial cost to meet those standards, projects must reliably deliver at least 100 Mbps download speed, at least 20 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

Projects must also be designed to serve unserved or underserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

6.6. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?

Yes. Recipients may use funds to provide assistance to households facing negative economic impacts due to Covid-19, including digital literacy training and other programs that promote access to the Internet. Recipients may also use funds for modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, as part of provision of government services up to the amount of revenue lost due to the public health emergency.

6.7. How do I know if a water, sewer, or broadband project is an eligible use of funds? Do I need pre-approval? [6/8]

Recipients do not need approval from Treasury to determine whether an investment in a water, sewer, or broadband project is eligible under CSFRF/CLFRF. Each recipient should review the Interim Final Rule (IFR), along with the preamble to the Interim Final Rule, in order to make its own assessment of whether its intended project meets the eligibility criteria in the IFR. A recipient that makes its own determination that a project meets the eligibility criteria as outlined in the IFR may pursue the project as a CSFRF/CLFRF project without pre-approval from Treasury. Local government recipients similarly do not need state approval to determine that a project is eligible under CSFRF/CLFRF. However, recipients should be cognizant of other federal or state laws or regulations that may apply to construction projects independent of CSFRF/CLFRF funding conditions and that may require pre-approval.

For water and sewer projects, the IFR refers to the EPA [Drinking Water](#) and [Clean Water](#) State Revolving Funds (SRFs) for the categories of projects and activities that are eligible for funding. Recipients should look at the relevant federal statutes, regulations, and guidance issued by the EPA to determine whether a water or sewer project is eligible. Of note, the IFR does not incorporate any other requirements contained in the federal statutes governing the SRFs or any conditions or requirements that individual states may place on their use of SRFs.

6.8. For broadband infrastructure investments, what does the requirement that infrastructure “be designed to” provide service to unserved or underserved households and businesses mean? [6/17]

Designing infrastructure investments to provide service to unserved or underserved households or businesses means prioritizing deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. To meet this requirement, states and localities should use funds to deploy broadband infrastructure projects whose objective is to provide service to unserved or underserved households or businesses. These unserved or underserved households or businesses do not need to be the only ones in the service area funded by the project.

6.9. For broadband infrastructure to provide service to “unserved or underserved households or businesses,” must every house or business in the service area be unserved or underserved? [6/17]

No. It suffices that an objective of the project is to provide service to unserved or underserved households or businesses. Doing so may involve a holistic approach that provides service to a wider area in order, for example, to make the ongoing service of unserved or underserved households or businesses within the service area economical. Unserved or underserved households or businesses need not be the *only* households or businesses in the service area receiving funds.

6.10. May recipients use payments from the Funds for “middle mile” broadband projects? [6/17]

Yes. Under the Interim Final Rule, recipients may use payments from the Funds for “middle-mile projects,” but Treasury encourages recipients to focus on projects that will achieve last-mile connections—whether by focusing on funding last-mile projects or by ensuring that funded middle-mile projects have potential or partnered last-mile networks that could or would leverage the middle-mile network.

6.11. For broadband infrastructure investments, what does the requirement to “reliably” meet or exceed a broadband speed threshold mean? [6/17]

In the Interim Final Rule, the term “reliably” is used in two places: to identify areas that are eligible to be the subject of broadband infrastructure investments and to identify expectations for acceptable service levels for broadband investments funded by the Coronavirus State and Local Fiscal Recovery Funds. In particular:

- The IFR defines “unserved or underserved households or businesses” to mean one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps of upload speeds.
- The IFR provides that a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make investments in broadband infrastructure that are designed to provide service to unserved or underserved households or businesses and that are designed to, upon completion: (i) reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or (ii) in limited cases, reliably meet or exceed 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps download and upload speeds.

The use of “reliably” in the IFR provides recipients with significant discretion to assess whether the households and businesses in the area to be served by a project have access to wireline broadband service that can actually and consistently meet the specified thresholds of at least 25Mbps/3Mbps—i.e., to consider the actual experience of current

wireline broadband customers that subscribe to services at or above the 25 Mbps/3 Mbps threshold. Whether there is a provider serving the area that advertises or otherwise claims to offer speeds that meet the 25 Mbps download and 3 Mbps upload speed thresholds is not dispositive.

When making these assessments, recipients may choose to consider any available data, including but not limited to documentation of existing service performance, federal and/or state-collected broadband data, user speed test results, interviews with residents and business owners, and any other information they deem relevant. In evaluating such data, recipients may take into account a variety of factors, including whether users actually receive service at or above the speed thresholds at all hours of the day, whether factors other than speed such as latency or jitter, or deterioration of the existing connections make the user experience unreliable, and whether the existing service is being delivered by legacy technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier).

The IFR also provides recipients with significant discretion as to how they will assess whether the project itself has been designed to provide households and businesses with broadband services that meet, or even exceed, the speed thresholds provided in the rule.

6.12. May recipients use Funds for pre-project development for eligible water, sewer, and broadband projects? [6/23]

Yes. To determine whether Funds can be used on pre-project development for an eligible water or sewer project, recipients should consult whether the pre-project development use or cost is eligible under the Drinking Water and Clean Water State Revolving Funds (CWSRF and DWSRF, respectively). Generally, the CWSRF and DWSRF often allow for pre-project development costs that are tied to an eligible project, as well as those that are reasonably expected to lead to a project. For example, the DWSRF [allows](#) for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF [allows](#) for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.

Similarly, pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).

All funds must be obligated within the statutory period between March 3, 2021 and December 31, 2024, and expended to cover such obligations by December 31, 2026.

6.13. May State and Local Fiscal Recovery Funds be used to support energy or electrification infrastructure that would be used to power new water treatment plants and wastewater systems? [7/14]

The EPA’s [Overview of Clean Water State Revolving Fund Eligibilities](#) describes eligible energy-related projects. This includes a “[p]ro rata share of capital costs of offsite clean energy facilities that provide power to a treatment works.” Thus, State and Local Fiscal Recovery Funds may be used to finance the generation and delivery of clean power to a wastewater system or a water treatment plant on a pro-rata basis. If the wastewater system or water treatment plant is the sole user of the clean energy, the full cost would be considered an eligible use of funds. If the clean energy provider provides power to other entities, only the proportionate share used by the water treatment plant or wastewater system would be an eligible use of State and Local Fiscal Recovery Funds.

6.14. How should states and local governments assess whether a stormwater management project, such as a culvert replacement, is an eligible project for State and Local Fiscal Recovery Funds? [7/14]

FAQ 6.7 describes the overall approach that recipients may take to evaluate the eligibility of water or sewer projects. For stormwater management projects specifically, as noted in the EPA’s [Overview of Clean Water State Revolving Fund Eligibilities](#), “Stormwater projects must have a water quality benefit.” Thus, to be eligible under CSFRF/CLFRF, stormwater management projects should be designed to incorporate water quality benefits consistent with the goals of the Clean Water Act. [Summary of the Clean Water Act.](#)

6.15. May recipients use Funds for road repairs and upgrades that occur in connection with an eligible water or sewer project? [7/14]

Yes, recipients may use State and Local Fiscal Recovery Funds for road repairs and upgrades directly related to an eligible water or sewer project. For example, a recipient could use Funds to repair or re-pave a road following eligible sewer repair work beneath it. However, use of Funds for general infrastructure projects is subject to the limitations described in FAQ 4.2. Water and sewer infrastructure projects are often a single component of a broader transportation infrastructure project, for example, the implementation of stormwater infrastructure to meet Clean Water Act established water quality standards. In this example, the components of the infrastructure project that interact directly with the stormwater infrastructure project may be funded by Fiscal Recovery Funds.

6.16. May Funds be used to build or upgrade broadband connections to schools or libraries? [7/14]

As outlined in the IFR, recipients may use Fiscal Recovery Funds to invest in broadband infrastructure that, wherever it is practicable to do so, is designed to deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. Treasury interprets “businesses” in this context broadly to include non-residential users of broadband, including private businesses and institutions that serve the public, such as schools, libraries, healthcare facilities, and public safety organizations.

6.17. Are eligible infrastructure projects subject to the Davis-Bacon Act? [7/14]

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program, except for CSFRF/CLFRF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds (CSFRF/CLFRF funds or otherwise) to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF funds and other sources of funding.

Treasury has indicated in its Interim Final Rule that it is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects, but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Treasury has also indicated in its reporting guidance that recipients will need to provide documentation of wages and labor standards for infrastructure projects over \$10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as “baby Davis-Bacon Acts”) and subject to a project labor agreement. Please refer to the Reporting and Compliance Guidance, page 21, for more detailed information on the reporting requirement.

7. Non-Entitlement Units (NEUs)

Answers to frequently asked questions on distribution of funds to NEUs can be found in this [FAQ supplement](#), which is regularly updated.

8. Ineligible Uses

8.1. What is meant by a pension “deposit”? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

Treasury interprets “deposit” in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient’s regular timing for making such payments.

Under this interpretation, a “deposit” is distinct from a “payroll contribution,” which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees’ wages and salaries. In general, if an employee’s wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee’s covered benefits as an eligible use of Fiscal Recovery Funds.

8.2. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)? [6/8]

OPEB refers to benefits other than pensions (see, e.g., [Governmental Accounting Standards Board, “Other Post-Employment Benefits”](#)). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2), which refer only to pensions, do not prohibit CSFRF/CLFRF recipients from funding OPEB. Recipients of either the CSFRF/CLFRF may use funds for eligible uses, and a recipient seeking to use CSFRF/CLFRF funds for OPEB contributions would need to justify those contributions under one of the four eligible use categories.

9. Reporting

On June 17, 2021, Treasury released [Guidance on Recipient Compliance and Reporting Responsibilities for the Coronavirus State and Local Fiscal Recovery Funds](#). Recipients should consult this guidance for additional detail and clarification on recipients’ compliance and reporting responsibilities. A users’ guide will be provided with additional information on how and where to submit required reports.

9.1. What records must be kept by governments receiving funds?

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. This includes those which demonstrate the award funds were used for eligible purposes in accordance with the ARPA, Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

9.2. What reporting will be required, and when will the first report be due?

Recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

Interim reports: States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report. The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to non-entitlement units of local government must also be included in the interim report. The interim report will cover activity from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Non-entitlement units of local government are not required to submit an interim report.

Quarterly Project and Expenditure reports: State (defined to include the District of Columbia), territorial, metropolitan city, county, and Tribal governments will be required to submit quarterly project and expenditure reports. This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds. Reports will be required quarterly with the exception of non-entitlement units, which will report annually. An interim report is due on August 31, 2021. The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Non-entitlement units of local government will be required to submit the project and expenditure report annually. The initial annual Project and Expenditure report for non-entitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

Recovery Plan Performance Reports: States (defined to include the District of Columbia), territories, metropolitan cities, and counties with a population that exceeds 250,000

residents will also be required to submit an annual Recovery Plan Performance Report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by Coronavirus State and Local Fiscal Recovery Funds program. The initial Recovery Plan Performance Report will cover activity from date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the Recovery Plan Performance Reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance Report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance Report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and non-entitlement units of local government are not required to develop a Recovery Plan Performance Report.

Please see the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

9.3. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on beta.SAM.gov.

9.4. Once a recipient has identified a reduction in revenue, how will Treasury track use of funds for the provision of government services? [6/8]

The ARPA establishes four categories of eligible uses and further restrictions on the use of funds to ensure that Fiscal Recovery Funds are used within the four eligible use categories. The Interim Final Rule implements these restrictions, including the scope of the eligible use categories and further restrictions on tax cuts and deposits into pensions. Reporting requirements will align with this structure.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of the reduction in revenue, recipients will be required to submit a description of services provided. As discussed in IFR, these services can include a broad range of services but may not be used directly for pension deposits, contributions to reserve funds, or debt service. Recipients may use sources of funding other than Fiscal Recovery Funds to make deposits to pension funds, contribute to reserve funds, and pay debt service, including during the period of performance for the Fiscal Recovery Fund award.

For recipients using Fiscal Recovery Funds to provide government services to the extent of reduction in revenue, the description of government services reported to Treasury may be narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with \$100 in revenue replacement funds available could indicate that \$50 were used for personnel costs and \$50 were used for pay-go building of sidewalk infrastructure.

In addition to describing the government services provided to the extent of reduction in revenue, all recipients will also be required to indicate that Fiscal Recovery Funds are not used directly to make a deposit in a pension fund. Further, recipients subject to the tax offset provision will be required to provide information necessary to implement the Interim Final Rule, as described in the Interim Final Rule. Treasury does not anticipate requiring other types of reporting or recordkeeping on spending in pensions, debt service, or contributions to reserve funds.

These requirements are further detailed in the guidance on reporting requirements for the Fiscal Recovery Funds available [here](#).

9.5. What is the Assistance Listing and Catalog of Federal Domestic Assistance (CFDA) number for the program? [6/8]

The [Assistance Listing](#) for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov. This includes the final CFDA Number for the program, 21.027.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The CFDA number is the unique 5-digit code for each type of federal assistance, and can be used to search for program information, including funding opportunities, spending on usaspending.gov, or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines, Treasury issued initial payments under an existing CFDA number. If you have already received funds or captured the initial CFDA number in your records, please update your systems and reporting to reflect the final CFDA number 21.027. **Recipients must use the final CFDA number for all financial accounting, audits, subawards, and associated program reporting requirements.**

To ensure public trust, Treasury expects all recipients to serve as strong stewards of these funds. This includes ensuring funds are used for intended purposes and recipients have in place effective financial management, internal controls, and reporting for transparency and accountability.

Please see [Treasury's Interim Final Rule](#) and the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

10. Miscellaneous

10.1. May governments retain assets purchased with Fiscal Recovery Funds? If so, what rules apply to the proceeds of disposition or sale of such assets?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of payments.

10.2. Can recipients use funds for administrative purposes?

Recipients may use funds to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency and its negative economic impacts. This includes, but is not limited to, costs related to disbursing payments of Fiscal Recovery Funds and managing new grant programs established using Fiscal Recovery Funds.

10.3. Are recipients required to remit interest earned on CSFRF/CLFRF payments made by Treasury? [5/27, updated 7/14]

No. CSFRF/CLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. CSFRF/CLFRF payments made by Treasury to local governments and Tribes are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury. Moreover, interest earned on CSFRF/CLFRF payments is not subject to program restrictions. Finally, States may retain interest on payments made by Treasury to the State for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the State adheres to the statutory requirements and Treasury's guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, States and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

10.4. Is there a deadline to apply for funds? [5/27]

The Interim Final Rule requires that costs be incurred by December 31, 2024. Direct recipients are encouraged to apply as soon as possible. For direct recipients other than Tribal governments, there is not a specific application deadline.

Tribal governments do have deadlines to complete the application process and should visit www.treasury.gov/SLFRPTribal for guidance on applicable deadlines.

Non-entitlement units of local government should contact their state government for information on applicable deadlines.

10.5. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds? [6/8]

Yes. Recipients may use funds for administering the CSFRF/CLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

11. Operations

11.1. How do I know if my entity is eligible?

The Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Act of 2021 set forth the jurisdictions eligible to receive funds under the program, which are:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities (typically, but not always, those with populations over 50,000)
- Non-entitlement units of local government, or smaller local governments (typically, but not always, those with populations under 50,000)

11.2. How does an eligible entity request payment?

Eligible entities (other than non-entitlement units) must submit their information to the [Treasury Submission Portal](#). Please visit the [Coronavirus State and Local Fiscal Recovery Fund website](#) for more information on the submission process.

11.3. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?

If you have questions about the Treasury Submission Portal or for technical support, please email covidreliefitsupport@treasury.gov.

11.4. What do I need to do to receive my payment?

All eligible payees are required to have a DUNS Number previously issued by Dun & Bradstreet (<https://www.dnb.com/>).

All eligible payees are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

And eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

11.5. Why is Treasury employing id.me for the Treasury Submission Portal?

ID.me is a trusted technology partner to multiple government agencies and healthcare providers. It provides secure digital identity verification to those government agencies and healthcare providers to make sure you're you – and not someone pretending to be you – when you request access to online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is <https://help.id.me>.

11.6. Why is an entity not on the list of eligible entities in Treasury Submission Portal?

The ARPA statute lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email SLFRP@treasury.gov.

11.7. What is an Authorized Representative?

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

11.8. How does a Tribal government determine their allocation?

Tribal governments will receive information about their allocation when the submission to the Treasury Submission Portal is confirmed to be complete and accurate.

11.9. How do I know the status of my request for funds (submission)?

Entities can check the status of their submission at any time by logging into [Treasury Submission Portal](#).

11.10. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?

If your Authorized Representative has not yet signed the award terms, you can edit your submission with in the into [Treasury Submission Portal](#). If your Authorized Representative has signed the award terms, please email SLFRP@treasury.gov to request assistance with updating your information.

11.11. My request for funds was denied. How do I find out why it was denied or appeal the decision?

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

If you still have questions regarding your submission, please email SLFRP@treasury.gov.

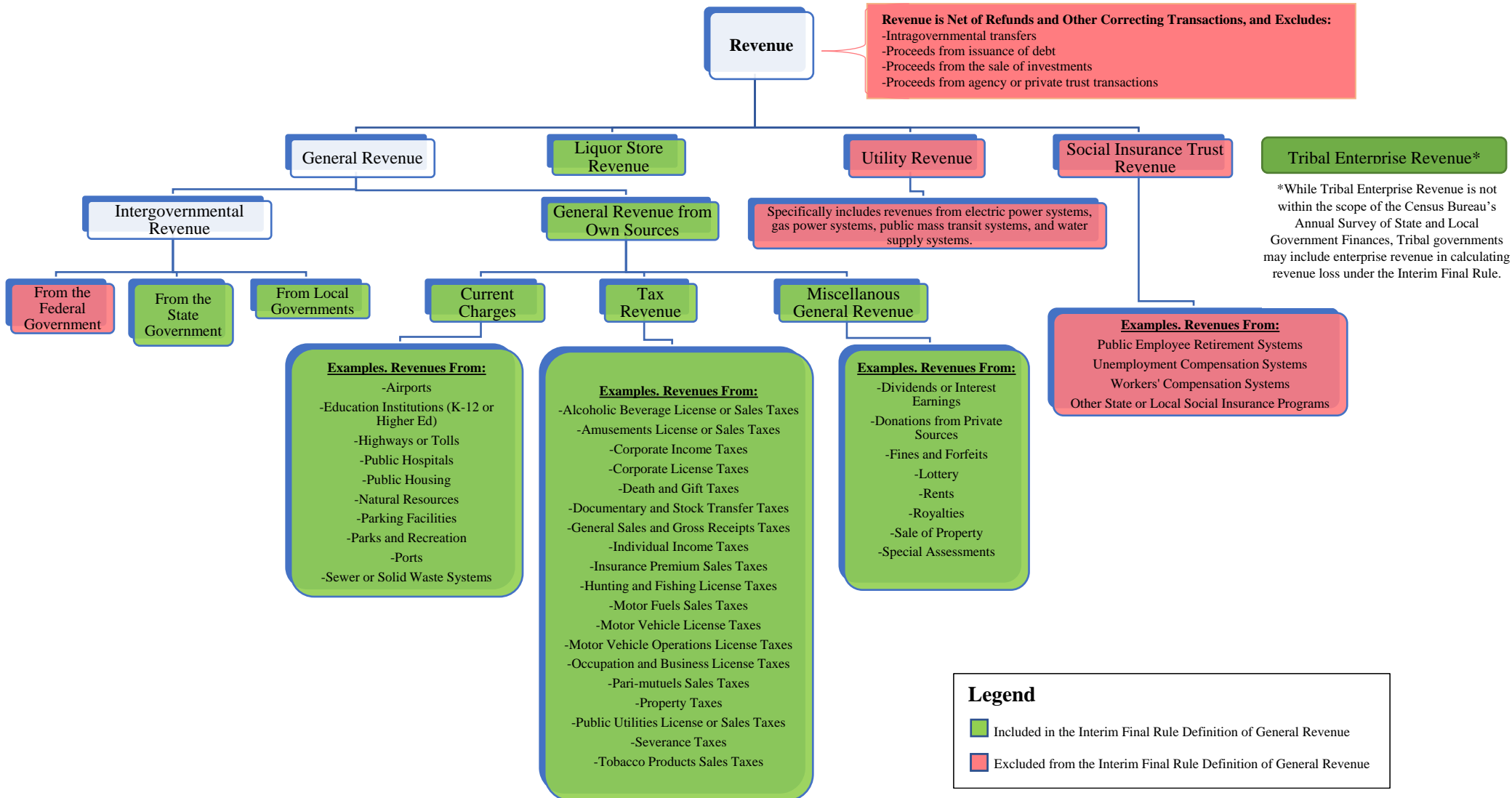
11.12. When will entities get their money?

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the [Treasury Submission Portal](#). The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

11.13. How does a local government entity provide Treasury with a notice of transfer of funds to its State?

For more information on how to provide Treasury with notice of transfer to a state, please email SLRedirectFunds@treasury.gov.

Appendix: Interim Final Rule Definition of General Revenue Within the Census Bureau Classification Structure of Revenue



Source: [U.S. Bureau of the Census Government Finance and Employment Classification Manual, 2006](#); [Annual Survey of State and Local Government Finances](#)

City of Hillsdale

Agenda Item Summary

Meeting Date: August 16, 2021

Agenda Item: New Business

SUBJECT: BPU Security System

BACKGROUND PROVIDED BY STAFF:

The BPU currently has three different alarm companies providing services to our buildings. We would like to combine all services provided to one vendor. This will save costs, provide one vendor for billing, make managing users simple, and make it easier for any customer support needed.

By switching all of our services to Safety Systems we will save money and have a service provider who has been excellent to work with.

We will have an initial equipment cost of about \$9000 but will save that amount in the first year of service. Current alarm cost are \$12,408.48 per year, after the first year installation cost the annual alarm cost will be \$2,760.

This has been approved by the BPU Board.

RECOMMENDATION: Staff recommends entering into an alarm agreement with Safety Systems, Inc. for the locations of BPU Office, BPU Power Plant, BPU Water Treatment Plant, and BPU Waste Water Treatment Plant at the prices quoted in the attached agreements.

ALARM AGREEMENT

By and between:

Date: 7/2/2021

Safety Systems, Inc.
P.O. Box 1079 Contractor
Jackson, MI 49204

Hillsdale Board of Public Utilities- Water Plant
Hillsdale, MI 49242

Jurisdiction: Hillsdale

Telephone: (Premise) _____

(Alternate) _____

Customer authorizes Contractor to install an Alarm System as follows:

Type of Agreement (definitions on reverse side)

Type of Service (definitions on reverse side)

Leased System
 Purchased System

Service
 1 yr. Warranty

Monitoring
 Local Alarm Only

Burg
 Fire

<input checked="" type="checkbox"/> *1	Digital Communicator	<u>LTE-IV</u>
<input type="checkbox"/>	Backup Communicator	_____
<input checked="" type="checkbox"/> *1	Control Panel, Model	<u>VISTA128BPT</u>
<input checked="" type="checkbox"/> *1	Keypad Console, Model	<u>6160</u>
<input type="checkbox"/>	Interior Sounder, Model	_____
<input type="checkbox"/>	Exterior Sounder, Model	_____
<input checked="" type="checkbox"/> *2	Motion Detector, Model	<u>IS3050ASN</u>
<input type="checkbox"/>	Motion Detector, Model	_____
<input type="checkbox"/>	Glass Break detector, Model	_____

<input checked="" type="checkbox"/> *5	Door Contact, Model	<u>7939WG-BR</u>	Smoke Detector	_____
<input type="checkbox"/>	Door Contact, Model	_____	Heat Detector	_____
<input type="checkbox"/>	Overhead Contact, Model	_____	Low Temp Sensor	_____
<input type="checkbox"/>	Wireless Receiver, Model	_____	Fire Alarm Device, Model	_____
<input type="checkbox"/>	Wireless Device, Model	_____	Fire Alarm Device, Model	_____
<input type="checkbox"/>	Wireless Device, Model	_____	Unsupervised O/C, no reports	_____
<input type="checkbox"/>	Multiplex Module, Model	_____	Unsupervised O/C, with reports	_____
<input checked="" type="checkbox"/> *5	Polling Loop Module	<u>4193SN</u>	Supervised O/C, no reports	_____
<input type="checkbox"/>	_____	_____	Supervised O/C, with reports	_____

Other: To upgrade current alarm system

Installation Amount: \$ 1,835.00

Down Payment: na

Balance: \$ 1,835.00

* indicates devices being added or upgraded

- A. Customer agrees to pay contractor the sum of \$ 1,835.00 dollars upon completion of such installation and further agrees to pay contractor \$60.00 per month for a period of 36 months which constitutes the term of this lease agreement.
- B. It is agreed that at the end of the original term as specified in paragraph A above, this agreement will automatically be renewed on an annual basis unless the same is terminated by either party by giving the other written notice no less than 30 days prior to the expiration of the prior term date.
- C. If this system uses a digital communicator to transmit the signals to the Central Monitoring Station, it is acknowledged that this does not provide notification of failure, and if the transmission means is not operating or malfunctions, no signal will be received at the Central Monitoring Station. Contractor shall not be held liable for any damages incurred because the signal failed to reach the Central Monitoring Station unless such failure is due to fault of the Contractor.
- D. In the event any person not a party to this agreement shall make any claim or file any lawsuit against the Contractor for failure of equipment or services in any respect, customer agrees to indemnify, defend, and hold contractor harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees.
- E. For systems indicated above as a "Leased System", it is agreed all equipment and wiring remains the property of the contractor and that the contractor will be entitled to remove such equipment at the termination of this lease.
- F. After a period of one (1) year from the date of completion of installation, Contractor may, at any time, increase the annual service charge upon giving the Customer notice in writing. In the event Customer shall be unwilling to pay the increased annual charge, Customer shall notify Contractor in writing within thirty (30) days from receipt of notice of increase. Contractor may then elect to either terminate this Agreement upon giving notice in writing to the Customer within thirty (30) days from receipt of Customer's notice of refusal, or may rescind the increased annual charge. Failure to notify Contractor within said thirty (30) days will constitute Customer's consent to the increase, and all of the other terms and conditions of this Agreement shall remain in full force and effect.
- G. It is understood and agreed that the Contractor is not an insurer and that insurance, if any, desired by the Customer relative to the value of his property or business shall be the obligation of the Customer. THE COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The Customer agrees that the Contractor shall be exempt from liability for business or property loss or damage due directly or indirectly by occurrences, or the consequences therefrom, which the service or system is designed to protect or avert and that if the contractor should be found liable for the loss or damage due to a failure of service or equipment in any respect, Contractor's liability shall be limited to a sum equal to ten (10%) percent of the annual service charge or \$250.00, whichever is greater, as liquidated damages and not a penalty. In the event that the Customer wishes to increase the maximum amount of such limited liability, Customer may, as a matter of right, obtain a higher limit by paying an additional amount for the increase in such limit of liability, but this higher limitation shall in no way be interpreted to hold Company as an insurer. It is agreed that this is the exclusive remedy for Customer and that the provisions of this Paragraph shall apply if loss or damage irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Contract or from negligence, active or otherwise, of the Contractor, its agents or employees.
- H. If the customer cancels this Contract for any reason without the consent of Contractor, it is agreed that Customer shall pay ninety (90%) percent of whatever balance remains unpaid on the balance of the term of this Agreement.
- I. Customer agrees to pay, in addition to the service charges, any false alarm assessments, taxes, fees or charges relating to the installation or service provided under this agreement.
- J. Failure to pay amounts when due shall give the Contractor the right to charge the legal rate of interest on any delinquent balance, said rate of interest shall be clearly stated in Contractor's monthly billing.

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

Safety Systems, Inc. Agent: Rob Davis

Customer: Hillsdale Board of Public Utilities- Water Plant

Accepted by Safety Systems, Inc.: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

ALARM AGREEMENT

By and between:

Date: 7/2/2021

Safety Systems, Inc.
P.O. Box 1079 Contractor
Jackson, MI 49204

Hillsdale Board of Public Utilities- Waste Water
101 W, Galloway Dr.
Hillsdale, MI 49242

Jurisdiction: City of Hillsdale

Telephone: (Premise) (517) 437-3848

(Alternate) _____

Customer authorizes Contractor to install an Alarm System as follows:

Type of Agreement (definitions on reverse side)

Type of Service (definitions on reverse side)

Leased System
 Purchased System

Service
 1 yr. Warranty

Monitoring
 Local Alarm Only
 Burg
 Fire

<input checked="" type="checkbox"/> Digital Communicator	_____
<input type="checkbox"/> Backup Communicator	_____
<input checked="" type="checkbox"/> *1 Control Panel, Model	<u>VISTA128</u>
<input checked="" type="checkbox"/> *1 Keypad Console, Model	<u>6160</u>
<input type="checkbox"/> Interior Sounder, Model	_____
<input type="checkbox"/> Exterior Sounder, Model	_____
<input type="checkbox"/> Motion Detector, Model	_____
<input type="checkbox"/> Motion Detector, Model	_____
<input type="checkbox"/> Glass Break detector, Model	_____

<input checked="" type="checkbox"/> *4 Door Contact, Model	<u>7939WG-BR</u>	Smoke Detector	_____
<input type="checkbox"/> Door Contact, Model	_____	Heat Detector	_____
<input checked="" type="checkbox"/> *4 Overhead Contact, Model	<u>DC4811</u>	Low Temp Sensor	_____
<input type="checkbox"/> Wireless Receiver, Model	_____	Fire Alarm Device, Model	_____
<input type="checkbox"/> Wireless Device, Model	_____	Fire Alarm Device, Model	_____
<input type="checkbox"/> Hi Power Repeater	_____	Unsupervised O/C, no reports	_____
<input type="checkbox"/> Multiplex Module, Model	_____	Unsupervised O/C, with reports	_____
<input type="checkbox"/> 12VDC 1 AMP Transformer	_____	Supervised O/C, no reports	_____
<input type="checkbox"/>	_____	Supervised O/C, with reports	_____

Other: To upgrade current alarm system

Installation Amount: \$ 2,306.00

Down Payment: _____

Balance: \$ 2,306.00

* indicates devices being added or upgraded

A. Customer agrees to pay contractor the sum of \$ 2,306.00 dollars upon completion of such installation and further agrees to pay contractor \$60.00 per month for a period of 36 months which constitutes the term of this lease agreement.

B. It is agreed that at the end of the original term as specified in paragraph A above, this agreement will automatically be renewed on an annual basis unless the same is terminated by either party by giving the other written notice no less than 30 days prior to the expiration of the prior term date.

C. If this system uses a digital communicator to transmit the signals to the Central Monitoring Station, it is acknowledged that this does not provide notification of failure, and if the transmission means is not operating or malfunctions, no signal will be received at the Central Monitoring Station. Contractor shall not be held liable for any damages incurred because the signal failed to reach the Central Monitoring Station unless such failure is due to fault of the Contractor.

D. In the event any person not a party to this agreement shall make any claim or file any lawsuit against the Contractor for failure of equipment or services in any respect, customer agrees to indemnify, defend, and hold contractor harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees.

E. For systems indicated above as a "Leased System", it is agreed all equipment and wiring remains the property of the contractor and that the contractor will be entitled to remove such equipment at the termination of this lease.

F. After a period of one (1) year from the date of completion of installation, Contractor may, at any time, increase the annual service charge upon giving the Customer notice in writing. In the event Customer shall be unwilling to pay the increased annual charge, Customer shall notify Contractor in writing within thirty (30) days from receipt of notice of increase. Contractor may then elect to either terminate this Agreement upon giving notice in writing to the Customer within thirty (30) days from receipt of Customer's notice of refusal, or may rescind the increased annual charge. Failure to notify Contractor within said thirty (30) days will constitute Customer's consent to the increase, and all of the other terms and conditions of this Agreement shall remain in full force and effect.

G. It is understood and agreed that the Contractor is not an insurer and that insurance, if any, desired by the Customer relative to the value of his property or business shall be the obligation of the Customer. THE COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The Customer agrees that the Contractor shall be exempt from liability for business or property loss or damage due directly or indirectly by occurrences, or the consequences therefrom, which the service or system is designed to protect or avert and that if the contractor should be found liable for the loss or damage due to a failure of service or equipment in any respect, Contractor's liability shall be limited to a sum equal to ten (10%) percent of the annual service charge or \$250.00, whichever is greater, as liquidated damages and not a penalty. In the event that the Customer wishes to increase the maximum amount of such limited liability, Customer may, as a matter of right, obtain a higher limit by paying an additional amount for the increase in such limit of liability, but this higher limitation shall in no way be interpreted to hold Company as an insurer. It is agreed that this is the exclusive remedy for Customer and that the provisions of this Paragraph shall apply if loss or damage irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Contract or from negligence, active or otherwise, of the Contractor, its agents or employees.

H. If the customer cancels this Contract for any reason without the consent of Contractor, it is agreed that Customer shall pay ninety (90%) percent of whatever balance remains unpaid on the balance of the term of this Agreement.

I. Customer agrees to pay, in addition to the service charges, any false alarm assessments, taxes, fees or charges relating to the installation or service provided under this agreement.

J. Failure to pay amounts when due shall give the Contractor the right to charge the legal rate of interest on any delinquent balance, said rate of interest shall be clearly stated in Contractor's monthly billing.

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

Safety Systems, Inc. Agent: Rob Davis

Customer: Hillsdale Board of Public Utilities- Waste Wat

Accepted by Safety Systems, Inc.: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

ALARM AGREEMENT

By and between:

Date: 7/2/2021

Safety Systems, Inc.
P.O. Box 1079 Contractor
Jackson, MI 49204

Hillsdale Board of Public Utilities- Office
45 Monroe St.
Hillsdale, MI 49242

Jurisdiction: Hillsdale

Telephone: (Premise) _____

(Alternate) _____

Customer authorizes Contractor to install an Alarm System as follows:

Type of Agreement (definitions on reverse side)

Type of Service (definitions on reverse side)

Leased System
 Purchased System

Service
 1 yr. Warranty

Monitoring
 Local Alarm Only
 Burg
 Fire

<input checked="" type="checkbox"/> *1	Digital Communicator	<u>LTE-IV</u>
<input type="checkbox"/>	Backup Communicator	_____
<input checked="" type="checkbox"/> *1	Control Panel, Model	<u>VISTA128</u>
<input checked="" type="checkbox"/> *3	Keypad Console, Model	<u>6160</u>
<input type="checkbox"/>	Interior Sounder, Model	_____
<input type="checkbox"/>	Exterior Sounder, Model	_____
<input checked="" type="checkbox"/> *2	Motion Detector, Model	<u>IS3050ASN</u>
<input type="checkbox"/>	Motion Detector, Model	_____
<input type="checkbox"/>	Glass Break detector, Model	_____

<input checked="" type="checkbox"/> *9	Door Contact, Model	<u>7939WG-BR</u>	Smoke Detector	_____
<input type="checkbox"/>	Door Contact, Model	_____	Heat Detector	_____
<input checked="" type="checkbox"/> *4	Overhead Contact, Model	<u>DC4811</u>	Low Temp Sensor	_____
<input type="checkbox"/>	Wireless Receiver, Model	_____	Fire Alarm Device, Model	_____
<input type="checkbox"/>	Wireless Device, Model	_____	Fire Alarm Device, Model	_____
<input type="checkbox"/>	Wireless Device, Model	_____	Unsupervised O/C, no reports	_____
<input type="checkbox"/>	Multiplex Module, Model	_____	Unsupervised O/C, with reports	_____
<input checked="" type="checkbox"/> *1	Polling Loop Module, Model	<u>4193SN</u>	Supervised O/C, no reports	_____
<input type="checkbox"/>	_____	_____	Supervised O/C, with reports	_____

Other: Upgrading Current Alarm System

Installation Amount: \$ 2,458.00

Down Payment: na

Balance: \$ 2,458.00

* indicates devices being added or upgraded

A. Customer agrees to pay contractor the sum of \$ 2,458.00 dollars upon completion of such installation and further agrees to pay contractor \$60.00 per month for a period of 36 months which constitutes the term of this lease agreement.

B. It is agreed that at the end of the original term as specified in paragraph A above, this agreement will automatically be renewed on an annual basis unless the same is terminated by either party by giving the other written notice no less than 30 days prior to the expiration of the prior term date.

C. If this system uses a digital communicator to transmit the signals to the Central Monitoring Station, it is acknowledged that this does not provide notification of failure, and if the transmission means is not operating or malfunctions, no signal will be received at the Central Monitoring Station. Contractor shall not be held liable for any damages incurred because the signal failed to reach the Central Monitoring Station unless such failure is due to fault of the Contractor.

D. In the event any person not a party to this agreement shall make any claim or file any lawsuit against the Contractor for failure of equipment or services in any respect, customer agrees to indemnify, defend, and hold contractor harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees.

E. For systems indicated above as a "Leased System", it is agreed all equipment and wiring remains the property of the contractor and that the contractor will be entitled to remove such equipment at the termination of this lease.

F. After a period of one (1) year from the date of completion of installation, Contractor may, at any time, increase the annual service charge upon giving the Customer notice in writing. In the event Customer shall be unwilling to pay the increased annual charge, Customer shall notify Contractor in writing within thirty (30) days from receipt of notice of increase. Contractor may then elect to either terminate this Agreement upon giving notice in writing to the Customer within thirty (30) days from receipt of Customer's notice of refusal, or may rescind the increased annual charge. Failure to notify Contractor within said thirty (30) days will constitute Customer's consent to the increase, and all of the other terms and conditions of this Agreement shall remain in full force and effect.

G. It is understood and agreed that the Contractor is not an insurer and that insurance, if any, desired by the Customer relative to the value of his property or business shall be the obligation of the Customer. THE COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The Customer agrees that the Contractor shall be exempt from liability for business or property loss or damage due directly or indirectly by occurrences, or the consequences therefrom, which the service or system is designed to protect or avert and that if the contractor should be found liable for the loss or damage due to a failure of service or equipment in any respect, Contractor's liability shall be limited to a sum equal to ten (10%) percent of the annual service charge or \$250.00, whichever is greater, as liquidated damages and not a penalty. In the event that the Customer wishes to increase the maximum amount of such limited liability, Customer may, as a matter of right, obtain a higher limit by paying an additional amount for the increase in such limit of liability, but this higher limitation shall in no way be interpreted to hold Company as an insurer. It is agreed that this is the exclusive remedy for Customer and that the provisions of this Paragraph shall apply if loss or damage irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Contract or from negligence, active or otherwise, of the Contractor, its agents or employees.

H. If the customer cancels this Contract for any reason without the consent of Contractor, it is agreed that Customer shall pay ninety (90%) percent of whatever balance remains unpaid on the balance of the term of this Agreement.

I. Customer agrees to pay, in addition to the service charges, any false alarm assessments, taxes, fees or charges relating to the installation or service provided under this agreement.

J. Failure to pay amounts when due shall give the Contractor the right to charge the legal rate of interest on any delinquent balance, said rate of interest shall be clearly stated in Contractor's monthly billing.

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

Safety Systems, Inc. Agent: Rob Davis

Customer: Hillsdale Board of Public Utilities- Office

Accepted by Safety Systems, Inc.: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

ALARM AGREEMENT

By and between:

Date: 7/15/2021

Safety Systems, Inc.
P.O. Box 1079 Contractor
Jackson, MI 49204

Hillsdale Board of Public Utilities- Power Plant
201 Water Works Ave.
Hillsdale, MI 49242

Jurisdiction: Hillsdale

Telephone: (Premise) _____

(Alternate) _____

Customer authorizes Contractor to install an Alarm System as follows:

Type of Agreement (definitions on reverse side)

Type of Service (definitions on reverse side)

Leased System
 Purchased System

Service
 1 yr. Warranty

Monitoring
 Local Alarm Only

Burg
 Fire

<input checked="" type="checkbox"/> *1 Digital Communicator	<u>LTE-CFV</u>	<input checked="" type="checkbox"/> *2 Door Contact, Model	<u>7939WG-BR</u>	<input checked="" type="checkbox"/> Smoke Detector	_____
<input type="checkbox"/> Backup Communicator	_____	<input type="checkbox"/> Door Contact, Model	_____	<input checked="" type="checkbox"/> Heat Detector	_____
<input checked="" type="checkbox"/> *1 Control Panel, Model	<u>VISTA128</u>	<input checked="" type="checkbox"/> *2 Overhead Contact, Model	<u>DC4811</u>	<input type="checkbox"/> Low Temp Sensor	_____
<input checked="" type="checkbox"/> *1 Keypad Console, Model	<u>6160</u>	<input checked="" type="checkbox"/> *1 Wireless Receiver, Model	<u>IVEN4204R</u>	<input checked="" type="checkbox"/> Fire Alarm Device, Model	<u>Pulls</u>
<input type="checkbox"/> Interior Sounder, Model	_____	<input checked="" type="checkbox"/> *1 Wireless Device, Model	<u>IVEN1210W</u>	<input checked="" type="checkbox"/> Fire Alarm Device, Model	<u>H/S</u>
<input type="checkbox"/> Exterior Sounder, Model	_____	<input type="checkbox"/> Wireless Device, Model	_____	<input type="checkbox"/> Unsupervised O/C, no reports	_____
<input type="checkbox"/> Motion Detector, Model	_____	<input type="checkbox"/> Multiplex Module, Model	_____	<input type="checkbox"/> Unsupervised O/C, with reports	_____
<input type="checkbox"/> Motion Detector, Model	_____	<input checked="" type="checkbox"/> *1 12 VDC 1 AMP Transformer	<u>oepps12v1ac</u>	<input type="checkbox"/> Supervised O/C, no reports	_____
<input type="checkbox"/> Glass Break detector, Model	_____	<input type="checkbox"/>	_____	<input type="checkbox"/> Supervised O/C, with reports	_____

Other: To upgrade current fire alarm panel, keypad, and add Wireless burgular points

Installation Amount: \$ 2,315.00

Down Payment: NA

Balance: \$ 2,315.00

*Indicates devices being added or upgraded

A. Customer agrees to pay contractor the sum of \$ 2,315.00 dollars upon completion of such installation and further agrees to pay contractor \$50.00 per month for a period of 36 months which constitutes the term of this lease agreement.

B. It is agreed that at the end of the original term as specified in paragraph A above, this agreement will automatically be renewed on an annual basis unless the same is terminated by either party by giving the other written notice no less than 30 days prior to the expiration of the prior term date.

C. If this system uses a digital communicator to transmit the signals to the Central Monitoring Station, it is acknowledged that this does not provide notification of failure, and if the transmission means is not operating or malfunctions, no signal will be received at the Central Monitoring Station. Contractor shall not be held liable for any damages incurred because the signal failed to reach the Central Monitoring Station unless such failure is due to fault of the Contractor.

D. In the event any person not a party to this agreement shall make any claim or file any lawsuit against the Contractor for failure of equipment or services in any respect, customer agrees to indemnify, defend, and hold contractor harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees.

E. For systems indicated above as a "Leased System", it is agreed all equipment and wiring remains the property of the contractor and that the contractor will be entitled to remove such equipment at the termination of this lease.

F. After a period of one (1) year from the date of completion of installation, Contractor may, at any time, increase the annual service charge upon giving the Customer notice in writing. In the event Customer shall be unwilling to pay the increased annual charge, Customer shall notify Contractor in writing within thirty (30) days from receipt of notice of increase. Contractor may then elect to either terminate this Agreement upon giving notice in writing to the Customer within thirty (30) days from receipt of Customer's notice of refusal, or may rescind the increased annual charge. Failure to notify Contractor within said thirty (30) days will constitute Customer's consent to the increase, and all of the other terms and conditions of this Agreement shall remain in full force and effect.

G. It is understood and agreed that the Contractor is not an insurer and that insurance, if any, desired by the Customer relative to the value of his property or business shall be the obligation of the Customer. THE COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The Customer agrees that the Contractor shall be exempt from liability for business or property loss or damage due directly or indirectly by occurrences, or the consequences therefrom, which the service or system is designed to protect or avert and that if the contractor should be found liable for the loss or damage due to a failure of service or equipment in any respect, Contractor's liability shall be limited to a sum equal to ten (10%) percent of the annual service charge or \$250.00, whichever is greater, as liquidated damages and not a penalty. In the event that the Customer wishes to increase the maximum amount of such limited liability, Customer may, as a matter of right, obtain a higher limit by paying an additional amount for the increase in such limit of liability, but this higher limitation shall in no way be interpreted to hold Company as an insurer. It is agreed that this is the exclusive remedy for Customer and that the provisions of this Paragraph shall apply if loss or damage irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Contract or from negligence, active or otherwise, of the Contractor, its agents or employees.

H. If the customer cancels this Contract for any reason without the consent of Contractor, it is agreed that Customer shall pay ninety (90%) percent of whatever balance remains unpaid on the balance of the term of this Agreement.

I. Customer agrees to pay, in addition to the service charges, any false alarm assessments, taxes, fees or charges relating to the installation or service provided under this agreement.

J. Failure to pay amounts when due shall give the Contractor the right to charge the legal rate of interest on any delinquent balance, said rate of interest shall be clearly stated in Contractor's monthly billing.

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

Safety Systems, Inc. Agent: Rob Davis

Customer: Hillsdale Board of Public Utilities- Power Plant

Accepted by Safety Systems, Inc.: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Definitions

Lease System is an agreement under which an alarm system is installed where title to the system remains with Contractor.

Service is an agreement under which the Customer authorizes the Contractor to make inspections, tests, and repairs as required to service the system, and the Contractor agrees to make necessary repairs due to ordinary wear and tear. Repairs or replacements necessitated by reason of Customer misuse of the equipment will be made with an additional charge. Repairs will normally be made by the next day after discovery or notification. The parties also agree that required repairs normally will be performed from 8:00 A.M to 4:30 P.M. on normal business days excluding holidays.

Monitoring is an agreement under which the alarm system is connected to the Contractor's Supervising Station and where the Contractor agrees to take certain **action** upon the receipt of an alarm signal.

- K. For those premises where Contractor is to provide monitoring service, Customer shall furnish Contractor a list of the names, titles, phone numbers of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. Where supervised service is provided, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.
- L. Customer shall carefully and properly set the alarm system each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm system prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the system. Customer shall perform a daily walk test of any motion detection equipment used on the premises. It is the sole responsibility of the Customer to confirm that the Telephone Equipment is compatible with the System, especially when there are changes to the Telephone Equipment or services rendered to Customer by the telecommunications provider, such as conversion from analog to digital service, adding dialing prefixes, or changing telecommunications providers. Customer shall test system at least monthly, and whenever changes are made to the telephone service for the premises, and immediately report any inadequacy or failure of the equipment to Contractor.
- M. Customer shall permit Contractor access to the premises for any reason arising out of or in connection with contractor's right or obligations under this Agreement.
- N. Should any part of the system be damaged by fire, water, lightning, acts of God, or any cause beyond the control of the Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.
- O. Any claim by Customer of improper installation or a defect in the system shall be made in writing to the Contractor within 30 days of installation completion.
- P. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises, Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the premises.
- Q. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass features provided for disconnection or reconnection of system components and/or transmitting equipment at Customer's premises.
- R. For systems where monitoring service is provided, Contractor, upon receipt of an alarm signal from Customer's premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdiction (except that, to avoid false alarms, Contractor retains the right in its sole judgment, to first investigate the cause of such signal(s) by contacting Customer's designated personnel, or by other means, to determine whether an emergency condition exists, warranting transmission of the signal(s) to the police or fire department).
- S. Customer agrees to allow Contractor to remotely access system programming, including a right to system shutdown.
- T. For those premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.
- U. For those premises with a direct connection to the municipal police, fire department, or other agency shown, it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and/or fire departments or other locations, and that the personnel of such municipal police and/or fire departments or other locations are not Contractor's agents nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- V. Title to Equipment and Use of Leased Systems.
Any equipment installed on the Customer's premises which is leased from the Contractor shall at all times remain solely the property of Contractor and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contractor may remove or abandon said systems, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any charges which have accrued hereunder.
- W. This Agreement represents the entire Agreement between the parties and supersedes all previous and contemporaneous negotiations, commitments, contracts (express or implied), warranties (express or implied), purchase orders, work orders, statements and representations, whether written or oral, all of which shall be deemed merged into this Agreement. Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the remainder of the provision and this Agreement shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement shall be in writing and signed by the parties to be binding on the parties.

Termination

- X. Contractor may terminate this Agreement immediately upon giving Customer written notice of termination to be delivered personally or by certified mail to the Customer.
- Y. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due and for the unexpired term of this Agreement shall become immediately due and payable.
- Z. In the event Contractor's central station, the telephone lines, wire, or Contractor's equipment within Customer premises are, by any cause beyond the control of the contractor, destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises.
- AA. AS provided in AE, relating to assignment.
- AB. Customer may terminate the Agreement immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that is commercially impractical for customer to continue any operations at such premises.
- AC. Should Customer default, without legal excuse, in the payment of the account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account.
- AD. Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate alarm reporting equipment

Assignment

- AE. This Agreement is not assignable by the Customer except upon the written consent of Contractor, which shall be in Contractor's sole and absolute discretion. This Agreement or any portion thereof is assignable by Contractor in its sole and absolute discretion.
- AF. Customer does hereby for himself and other parties claiming under him, release and discharge Contractor from and against all hazards covered by Customer's insurance, it being expressly agreed and understood no insurance company or insurer will have any right of subrogation against Contractor.

City of Hillsdale

Agenda Item Summary

Meeting Date: August 16, 2021

Agenda Item: New Business

SUBJECT: 2021 to 2023 Lead Line Water Service Replacements

BACKGROUND PROVIDED BY STAFF:

In June 2018 the Michigan Department of Environment, Great Lakes & Energy (EGLE) promulgated major revisions to Michigan’s Lead and Copper Rule. These rules, commonly called the Lead & Copper Rule (LCR) requires public water supplies to complete Lead Service Line Replacements (LSLR) over a period of years at an average of 5% per year not to exceed 20 years. These replacements are required to be completed from the water main to the water meter, or 18” maximum, into the homes. These replacements, regardless of the service ownership, must be replaced at the City’s expense.

As a result of these rule revisions the city has secured bids to continue replacements of the lead service lines into homes. We developed a bid package and secured bid pricing for the labor and equipment costs for the replacement of approximately 50 lead services lines in the 2021, 2022 and 2023 construction years. Due to volatility of material costs, due to the COVID-19 pandemic, the city has chosen to provide the materials for this work. On July 19, 2021 the city received 3 responses to our advertised bid request, shown below:

BIDDER	2021 TOTAL BID	2022 TOTAL BID	2023 TOTAL BID
RJT Construction Co.	\$104,500.00	\$109,750.00	\$115,250.00
All Seasons Underground Construction	\$206,000.00	No pricing provided	No pricing provided
Hard Rock HDD, Inc.	\$241,500.00	\$241,500.00	\$241,500.00

These bids also contained pricing for assorted other water service line work. This pricing will be utilized as needed for additional work if individual situations requires it.

In accordance with the LCR rules the city has already notified residents of this pending work and will coordinate the required access into homes as needed to complete this project.

It should be noted that the LCR does not allow water supplies to complete any partial replacements of water service lines, as such should a resident deny access into their home or onto their property to complete this work we may be required, by State Statute, to disconnect their water service from the system.

This has been approved by the BPU Board.

RECOMMENDATION:

Staff recommends the City Council support award of this contract for the 2021, 2022 and 2023 construction years to the low bidder, RJT Construction Co. of Jackson, MI. RJT Construction was successful low bidder on this project in 2020 and our work was completed successfully within budget and with very few issues. We are confident in their ability to adequately perform the work as requested in the bid documents.

The bid documents do contain a clause for “Termination for Convenience” should the city need to terminate this contract for any reason over the next 3 years.



City of Hillsdale, Michigan

BID SHEET

Project: 2021 LEAD LINE

Date: 07/19/2021
2:00 P.M.

Company	Base	2021	TOTAL:
RJT CONSTRUCTION			\$104,500.00
ALL SEASONS UNDERGROUND			\$206,000.00
HARDROCK HAD, INC.			\$241,500.00

**CITY OF HILLSDALE, MICHIGAN
ADVERTISEMENT FOR BIDS**

2021 - Lead Line Water Service Replacement

The City of Hillsdale is requesting bid proposals for:

Labor and Equipment bids for the replacement of approximately 50 lead line water services from the curb stop onto private property per the attached Scope of Work and Technical Specifications. This bid is requesting pricing for work in the 2021, 2022 and 2023 Calendar years. Most materials for this work will be provided by the city, as noted herein.

RFP due date/ Public Opening:

Sealed proposals are due by 2:00 pm (local time) on July 19, 2021 at the following location:

Hillsdale City Hall
Office of the City Clerk
97 N. Broad Street
Hillsdale, MI 49242

Project Locations:

This project will be at various locations in the North/East part of town, generally north and east of M-99 within the City of Hillsdale. These areas include but are not limited to the following addresses:

- 43 Budlong Street
- 46 & 94 E. Fayette Street
- 39, 52, 60, 101/107, 123, 143, 145 Griswold Street
- 56 Howder Street
- 70 Logan Street
- 14 & 23 Ludlum Street
- 113 & 118 Lumbard Street
- 123, 143, 186 N. Manning Street
- 29, 46, 48, 64, 78, 118, 128, 138, 142 Marion Street
- 84 McClellan Street
- 7 Monroe Street
- 33, 34, 38, 42, 76, 115, 154, 155, 184, 188 194 Oak Street
- 17, 28, 50 Park Street
- 46 River Street
- 39, 48, 51, 53, 65, 67 Salem Street
- 37 E. St. Joe Street
- 22, 70, 78 W. St. Joe Street

General Scope of Work:

The scope of work will be in accordance to the attached detailed Scope of Work and Technical Specifications and shall include but are not limited to the following:

- Labor and equipment costs for the replacement of water service lines from the existing curb stop to the building. Work shall extend into the building to the water meter or 18" into the structure.
- Labor, equipment and material costs for a licensed plumber's connection to the existing water meter. This work shall include the installation of a new water valve, provided by the plumber. All materials required for connection by the plumber shall be provided by the plumber. Water meters and meter horns will be provided by the city.
- Labor, equipment and material costs for removal and replacement of 4" or 6" concrete surfaces required to be removed to complete this work.
- Labor, equipment and material costs for removal and replacement of any asphalt surface removed for this work.
- Labor, equipment and material costs for the restorations of all disturbed turf areas.
- Costs for before and after photo documentation of the work areas, to be submitted to the city for digital records via thumb drive, FTP site or other digital method.
- Traffic Controls costs for moveable "road work ahead signs" for work sites.

The City of Hillsdale will contact all impacted residents prior to execution of this work via letter and obtain all necessary permissions for access to properties. The city will also schedule appointments for property access to complete the work.

Proposed Project Schedule:

BPU Board Presentation:	August 10, 2021
City Council Anticipated Award of Contract:	August 16, 2021
Construction Start Date:	Immediately following contract award
Construction Completion Date:	December 31, 2021

Instructions to proposers:

- Proposals must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the proposal.
- Proposals must be submitted in sealed envelopes, clearly marked on the outside, "Hillsdale City – 2021 Water Service Line Replacements"
- Proposals will be received by the City Clerk, City Hall, 97 N. Broad Street, Hillsdale, Michigan 49242, at the above required time. All proposals will be date stamped and time marked upon receipt. Proposals may not be faxed or e-mailed.
- No proposal will be accepted after the time designated for the receipt of proposals set forth above. Each bidder shall and will be fully and solely responsible for delivery of the proposal prior to the appointed date and hour designated for the receipt of all proposals, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employs for the proposal's delivery or the reason for such late delivery or non-delivery.

- The City of Hillsdale reserves the right to reject any and all proposals and to waive any defects or informalities in proposals, to accept the bid that it determines to be the lowest competitive bid from a competent bidder meeting specifications and to negotiate with the bidder or bidders who, in the judgment of the Hillsdale City Manager, are deemed the most advantageous for the public and the City.
- The City of Hillsdale reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the proposal.
- Proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record and available for review.
- Communications regarding this proposal may be directed to:

Kristin Bauer
 City Engineer
 City of Hillsdale
 Hillsdale, MI 49242
 517-437-6479
kbauer@cityofhillsdale.org

Conditions applicable to proposal:

- Applicable Laws: The Ordinances and Charter of the City of Hillsdale and laws of the State of Michigan concerning competitive bidding, contracts and purchases will be employed.
- The City of Hillsdale hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids to this invitation and will not be discriminated against on grounds of sex, race, color, age, weight, height, marital status, religion or national origin in the consideration for an award.
- This request for proposal does not commit the City of Hillsdale to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
- The City is exempt from the payment of any federal excise or any Michigan sales tax (State of Michigan Sales Tax Exemption number: 38-6004621). The price must be net, exclusive of taxes.

Indemnification:

The Contractor shall indemnify and hold harmless the City of Hillsdale, its council members, city manager, directors, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and descriptions, damages, Losses and Litigation Expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of work in this contract, providing that any such claim, demand, cause of action, damage, Loss or expense (1) is attributable to bodily injury, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for

whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Insurance:

The Contractor shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFP, in accordance with applicable laws and statutorily required.

- The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence of property damage and \$2,000,000 Excess Liability. Blanket contractor and completed operations coverage shall be included with the same minimums.
- The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Hillsdale as an additional insured.
- The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.
- Before commencement on the project contemplated herein, and at any time thereafter upon written request by the City, the Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.
- All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the City, and employees as additional insured with respect to the activities of the Contractor and its subcontractors. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide the City at least thirty (30) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

Changes and addenda to proposal documents:

Information of change or addendum issued in relation to this document will be on file and available in the Office of the City Clerk. In addition, to the extent possible, copies will be emailed to each vendor registered as having received a set of documents. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda.

Proposal results:

All proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record available for review. A proposal tabulation will be available for review after the proposal opening.

Anti-Collusion:

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void.

Bid Bond/ Performance Bond:

Bids must contain the names of every person or company interested therein and shall be accompanied by a Bid Bond in the amount of 5% of the amount bid with satisfactory corporate surety, subject to conditions provided in the Instructions to Bidders. The successful bidder will be required to furnish, annually, a satisfactory Performance Bond and Maintenance and guarantee Bond in the amount of 100% of the Bid, and Labor and Material Bond in the amount of 50% of the Bid prior to the commencement of work.

Termination for Convenience:

This Contract may be terminated by the City of Hillsdale in whole or in part at any time for any reason upon provision of thirty (30) days written notice from the City to the contractor. If the Contract is terminated before performance is completed, the Contractor will be paid only for materials actually purchased and paid for that have been delivered to the project site and control of which has been surrendered to the control of the City as well as for work satisfactorily performed for which costs can be substantiated. All work in progress and corresponding materials will become the property of the City and will be turned over promptly by the Contractor to the City upon payment for such work and materials as set forth in this paragraph.

PROPOSAL:

All bids will be paid using Unit Prices in accordance with the submitted proposal. The City of Hillsdale reserves the right to award any portion of the scope of work and/or additional work or reject all bids if it is in the best interest of the City.

2021 – PRICING FOR APPROXIMATELY 50 SERVICES:

ITEM DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL COST
Mobilization (Max. 5% of Bid Amount)	1	LS	\$5,000 ⁰⁰	\$5,000 ⁰⁰
Curb Stop to House Water Service Replacement - (3 Hours per house - Labor & Equipment)	50	EA	\$1,500	\$75,000 ⁰⁰
Licensed Plumber (1 Hour per House – Labor, Materials & Equipment)	50	EA	\$350 ⁰⁰	\$17,500 ⁰⁰
Turf Restoration - Per House (Labor, Equipment, Materials)	50	EA	\$100 ⁰⁰	\$5,000 ⁰⁰
Before & After Photos (cost per house)	50	EA	\$10 ⁰⁰	\$500 ⁰⁰
Traffic Control	1	LS	\$1,500 ⁰⁰	\$1,500 ⁰⁰
GRAND TOTAL:				\$104,500 ⁰⁰

2021 – ADDITIONAL ITEMS PRICING:

AS NEEDED ADDITIONAL ITEMS	UNIT	COST
Short Side in Grass – Water Main to Curb Stop Replacement, utilize existing Corp. Stop (Labor and Equipment Only)	EA	\$ 500 ⁰⁰
Long Side in Grass – Water Main to Curb Stop Replacement, utilize existing Corp. Stop (Labor and Equipment Only)	EA	\$ 1,200 ⁰⁰
Water Service in Pavement – Water Main to Curb Stop Replacement, utilize existing Corp. Stop (Labor and Equipment Only)	EA	\$ 800 ⁰⁰
Remove existing Corp. Stop & re-tap the main with new Corp. Stop (Labor and Equipment Only)	EA	\$ 500 ⁰⁰
Curb Stop to House Water Service Replacement - (Add'l rate for approved hours over estimated 3 hours per house)	Per Hour	\$ 425 ⁰⁰
Licensed Plumber (Add'l rate for approved hours over estimated 1 hour per house)	Per Hour	\$ 100 ⁰⁰
Removal and Replacement - 4" Concrete (Labor, Equipment, Materials)	Per SF	\$ 35 ⁰⁰
Removal and Replacement - 6" Concrete (Labor, Equipment, Materials)	Per SF	\$ 45 ⁰⁰
Removal and Replacement - Asphalt (Labor, Equipment, Materials)	Per SF	\$ 150 ⁰⁰

2022 – PRICING FOR APPROXIMATELY 50 SERVICES:

ITEM DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL COST
Mobilization (Max. 5% of Bid Amount)	1	LS	\$ 5,250 ⁰⁰	\$ 5,250 ⁰⁰
Curb Stop to House Water Service Replacement - (3 Hours per house - Labor & Equipment)	50	EA	\$ 1,575	\$ 78,750 ⁰⁰
Licensed Plumber (1 Hour per House – Labor, Materials & Equipment)	50	EA	\$ 375 ⁰⁰	\$ 18,750 ⁰⁰
Turf Restoration - Per House (Labor, Equipment, Materials)	50	EA	\$ 100 ⁰⁰	\$ 5,000 ⁰⁰
Before & After Photos (cost per house)	50	EA	\$ 10 ⁰⁰	\$ 500 ⁰⁰
Traffic Control	1	LS	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰
GRAND TOTAL:				\$ 109,750 ⁰⁰

2022 – ADDITIONAL ITEMS PRICING:

AS NEEDED ADDITIONAL ITEMS	UNIT	COST
Short Side in Grass – Water Main to Curb Stop Replacement, utilize existing Corp. Stop (Labor and Equipment Only)	EA	\$ 525 ⁰⁰
Long Side in Grass – Water Main to Curb Stop Replacement, utilize existing Corp. Stop (Labor and Equipment Only)	EA	\$ 1,260 ⁰⁰
Water Service in Pavement – Water Main to Curb Stop Replacement, utilize existing Corp. Stop (Labor and Equipment Only)	EA	\$ 850 ⁰⁰
Remove existing Corp. Stop & re-tap the main with new Corp. Stop (Labor and Equipment Only)	EA	\$ 525 ⁰⁰
Curb Stop to House Water Service Replacement - (Add'l rate for approved hours over estimated 3 hours per house)	Per Hour	\$ 450 ⁰⁰
Licensed Plumber (Add'l rate for approved hours over estimated 1 hour per house)	Per Hour	\$ 110 ⁰⁰
Removal and Replacement - 4" Concrete (Labor, Equipment, Materials)	Per SF	\$ 35 ⁰⁰
Removal and Replacement - 6" Concrete (Labor, Equipment, Materials)	Per SF	\$ 45 ⁰⁰
Removal and Replacement - Asphalt (Labor, Equipment, Materials)	Per SF	\$ 155 ⁰⁰

2023 – PRICING FOR APPROXIMATELY 50 SERVICES:

ITEM DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL COST
Mobilization (Max. 5% of Bid Amount)	1	LS	\$ 5,500	\$ 5,500
Curb Stop to House Water Service Replacement - (3 Hours per house - Labor & Equipment)	50	EA	\$ 1,655	\$ 82,750 ⁰⁰
Licensed Plumber (1 Hour per House – Labor, Materials & Equipment)	50	EA	\$ 400 ⁰⁰	\$ 20,000 ⁰⁰
Turf Restoration - Per House (Labor, Equipment, Materials)	50	EA	\$ 100 ⁰⁰	\$ 5,000 ⁰⁰
Before & After Photos (cost per house)	50	EA	\$ 10 ⁰⁰	\$ 500 ⁰⁰
Traffic Control	1	LS	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰
GRAND TOTAL:				\$ 115,250⁰⁰

2023 – ADDITIONAL ITEMS PRICING:

AS NEEDED ADDITIONAL ITEMS	UNIT	COST
Short Side in Grass – Water Main to Curb Stop Replacement, utilize existing Corp. Stop (Labor and Equipment Only)	EA	\$ 550 ⁰⁰
Long Side in Grass – Water Main to Curb Stop Replacement, utilize existing Corp. Stop (Labor and Equipment Only)	EA	\$ 1,325 ⁰⁰
Water Service in Pavement – Water Main to Curb Stop Replacement, utilize existing Corp. Stop (Labor and Equipment Only)	EA	\$ 900 ⁰⁰
Remove existing Corp. Stop & re-tap the main with new Corp. Stop (Labor and Equipment Only)	EA	\$ 550 ⁰⁰
Curb Stop to House Water Service Replacement - (Add'l rate for approved hours over estimated 3 hours per house)	Per Hour	\$ 475 ⁰⁰
Licensed Plumber (Add'l rate for approved hours over estimated 1 hour per house)	Per Hour	\$ 120 ⁰⁰
Removal and Replacement - 4" Concrete (Labor, Equipment, Materials)	Per SF	\$ 35 ⁰⁰
Removal and Replacement - 6" Concrete (Labor, Equipment, Materials)	Per SF	\$ 45 ⁰⁰
Removal and Replacement - Asphalt (Labor, Equipment, Materials)	Per SF	\$ 175 ⁰⁰

The undersigned, having familiarized (himself/herself) with the Request for Proposal, the bidder shall examine the scope of work to be completed and shall completely familiarize (himself/herself) with existing conditions to be encountered, the difficulties and limitations involved in completing the project and all other factors affecting the work proposed with this project. The Contractor shall provide all necessary labor, transportation, meals, etc. to perform all the work and furnish all necessary material to complete plans outlined in the proposal.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statements, or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

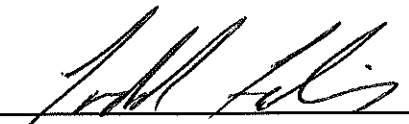
Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum Number</u>	<u>Addendum Date</u>
<u>Addendum 2</u>	<u>7/12/21</u>
_____	_____
_____	_____
_____	_____

Certification Regarding Debarment, Suspension and Other Responsibility Matters—
Primary Covered Transaction

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

- II. Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE OF PROPOSER 

TITLE President

NAME OF COMPANY RJT Construction CO

ADDRESS 3318 Woodman Rd

CITY Jackson STATE MI ZIP CODE 49201

TELEPHONE 517-782-6618 FAX

EMAIL rjtconstruction@comcast.net DATE 7/19/21

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:
RJT Construction Co.
3318 Vrooman Rd
Jackson, MI 49201

SURETY:
Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:
City of Hillsdale, Office of the City Clerk, 97 N Broad Street, Hillsdale, MI 49242

BOND AMOUNT: Five Percent of Bid (5% of Bid)

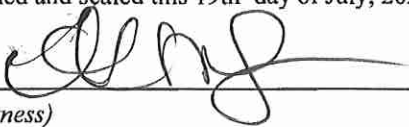
PROJECT: 2021 - Lead Line Water Service Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof: or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

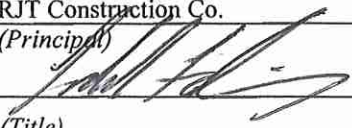
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

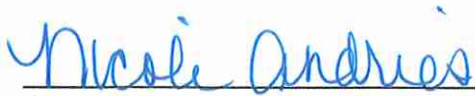
Signed and sealed this 19th day of July, 2021.



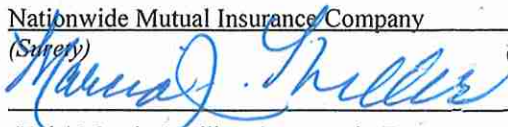
(Witness)

RJT Construction Co.
(Principal) _____ (Seal)


(Title) President



(Witness)

Nationwide Mutual Insurance Company
(Surety) _____ (Seal)


(Title) Marcia J. Miller, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DAVID G. CHAPMAN CLOYD W. BARNES MARCIA J. MILLER
NATHAN G. CHAPMAN ROBERT G. CHAPMAN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

[Handwritten signature of Suzanne C. Delio]
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company, this 19th day of July, 2021.

[Handwritten signature of Laura B. Guy]
Assistant Secretary

City of Hillsdale

Agenda Item Summary

Meeting Date: August 16, 2021

Agenda Item #: New Business

SUBJECT: WoodHill Group Service Agreement

BACKGROUND PROVIDED BY STAFF

Attached is a proposed service agreement between the City and WoodHill Group for accounting services. The agreement provides the City with a solution to our open Finance Director position, while we search for a new individual to fill that role. The agreement has a not-to-exceed amount of \$110,000 for one-year of service. If we are able to hire a new Finance Director prior to one-year and WoodHill's services are no longer needed the agreement can be canceled at any time with no penalty.

WoodHill currently provides similar services to the City of Marshall. The city manager of Marshall has indicated they are very pleased with WoodHill's performance. WoodHill's staff is made up of a number of municipal finance directors, which are experienced in using our BS&A accounting system. Exhibit A of the agreement details the services the City and BPU will receive from WoodHill.

I discussed the agreement with the Finance Committee and we all agree this is our best way forward as we search for a new Finance Director.

RECOMMENDATION:

City Council review and approve the service agreement with the WoodHill Group.



SERVICE AGREEMENT

This Agreement (the “Agreement”) for services is effective as of this day August 10, 2021, by and between the City of Hillsdale, Michigan (the “City”) and The WoodHill Group (the “Company” or “WHG”).

RECITALS

The City desires to retain WHG for the purposes of providing the services described herein to the City, and the Company desires to be retained by the City in such capacity, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and understandings contained herein, the parties hereto agree as follows:

1. Engagement of Company. The City hereby retains the Company to perform the duties and services described in the Agreement upon the terms and conditions set forth herein and the Company hereby accepts such engagement.
2. Duties; Services. The Company agrees to provide assistance to the City associated with Finance Director functions and Accounting and Financial support and oversight. See Exhibit A for priority items identified, the time and not to exceed amounts agreed to by the City and WHG in the August 6, 2021, meeting. The Company shall devote such business time, attention and skill as shall be necessary to perform duties, services and responsibilities under this Agreement in such capacity as is mutually agreed upon by WHG and the City. The Company will provide a Health check report on progress of services at 60 or 90 days whichever is mutually agreed upon by WHG and the City.
3. Term. This agreement will expire upon completion of the stated objectives or upon notice of termination by either party.
 - (a) Compensation. WHG shall be paid by the City for services provided under this Agreement in the amount of one hundred and fifty (\$150.00) dollars per hour for principal and senior members, one hundred and twenty-five (\$125.00) dollars per hour for program managers, and one hundred (\$100.00) dollars per hour for other staff assignments. In addition, the City shall reimburse WHG for any reasonable time costs incurred for travel, which will be itemized and passed through to the City at half-time. WHG may consider future rate increases under the Agreement and will provide the City with a 60-day notice in that event.

- (a) WHG will supply vehicles, insurance, business machines, Internet access, telephones and other necessary equipment and supplies while not at City offices.
 - (b) WHG shall submit an itemized invoice via email or via regular mail to 97 N. Broad Street, Hillsdale, MI 49242. Said itemized invoice shall include: (i) dates worked, (ii) hours worked (iii) nature of work and (iv) staff dedicated to the work. The City agrees to pay for items on the itemized invoice due upon receipt of invoice.
- 4. Independent Status. WHG agrees to timely report, pay and discharge, at WHG sole expense, all tax or other liability relating to compensation paid to WHG for services rendered by WHG staff pursuant to the Agreement and otherwise comply with all applicable federal, state and local laws relating to the performance of obligations hereunder. WHG and its staff shall have no implied or actual authority to legally bind the City of to make any representation or warranty on behalf of the City.
- 5. Confidential and Proprietary Information.
 - (a) WHG agrees and understands that given the relationship with the City, WHG staff may have access to and may receive information or materials that are considered confidential and/or proprietary by the City (“Confidential Information”). Confidential Information includes, but is not limited to, procedures and processes, documentation, personnel and human resources information, strategic plans, financial information, and proposed agreements but shall not include public records subject to disclosure under the Freedom of Information Act, 1976 P.A. 442, MCL 15.231 to 15.246, as amended (“Act”). The City shall, at its own cost and expense, advise WHG as to whether any information, documentation or record in the possession, custody or control of WHG is subject to disclosure under the Act and shall defend, indemnify and hold harmless WHG for any claims, damages or costs arising out of any claim or proceeding seeking remedies or disclosure under the Act. Confidential Information may be communicated in writing, orally, electronically, or by other means, and may or may not be identified in writing as “Confidential” or “Proprietary.”
 - (b) WHG agrees that, during the term of this Agreement and thereafter, WHG staff will keep all Confidential Information strictly confidential and not use (except on behalf of the City) or disclose any such Confidential Information, either directly or indirectly, to any person or entity without the prior written consent of the City provided City consent shall not be required to disclose any information, documentation or Confidential Information in response to a court subpoena or order or while under oath in any judicial or quasi-judicial proceeding. This confidentiality covenant has no temporal, geographical or

territorial restriction. Upon termination of the Agreement or at any time upon the City's request, WHG will promptly deliver to the City all property either tangible or electronic which has been produced by, received by or otherwise submitted to WHG during or prior to the Term pertaining to WHG's work for the City, including, but not limited to, information which constitutes or embodies Confidential Information which is in the possession of WHG or under WHG control.

6. Standards. WHG will act in good faith and in a professional, timely manner to complete all assignments.
7. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the City and its successors and assigns. This Agreement shall be binding upon and shall inure to the benefit of WHG. Neither this Agreement nor any right, interest or duty hereunder shall be assignable or transferable or delegated by WHG.
8. Miscellaneous. No provision of the Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing and signed by the WHG and the City. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any subsequent time. The Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, written or oral, between them as to such subject matter.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the conflict of laws principles thereof.
10. No Promise, Representation or Guarantee of Outcome or Estimates.
 - (a) WHG makes no promise, representation or guarantee regarding the outcome, future financial condition of the City or of any other matter with respect to the subject matter of this engagement, and the City agrees to pay our fees and other charges regardless of any outcome unless we have a specific written agreement with the City to the contrary.
 - (b) While WHG cannot promise or guarantee any particular outcome or future financial condition of the City, the members of WHG will use their best efforts on the City's behalf to achieve the goals and objectives of this engagement. It is understood that WHG will not settle or compromise any matter without consent of the City. The City and WHG understand, acknowledge and agree that WHG has no final decision-making authority and the City may or may not approve, accept or reject any recommendation, information or other work product prepared or offered by WHG. All

recommendations, information or other work product prepared or offered by WHG shall be subject to review and approval by the City. The parties mutually understand and agree that the City reserves exclusive authority and discretion to implement, adopt, accept, reject, or modify any work, service or recommendation performed or offered by WHG and the City assumes full responsibly and any resulting liability, loss, financial condition, costs, or damages, if any, arising out of the City's exercise of this authority and discretion.

11. Indemnification.

- (a) The WHG agrees to indemnify the City and its officers, council, contractors, agents and representatives from and against any and all losses, damages, liabilities, claims, costs and expenses including reasonable attorneys' fees resulting from (a) any breach by the WHG of any of the provisions of the Agreement, (b) any negligent or willful acts or omissions of the WHG, and (c) any violation by the WHG of applicable federal, state, local laws, including the failure to withhold or pay taxes or other withholdings on the payment of compensation under Section 4 above.
- (b) The City, at all relevant times and under all circumstances, shall be solely and exclusively responsible for the proper maintenance, repair, operation, security and integrity of any and all City information and data systems, technology and equipment.
- (c) The WHG shall have no duty or obligation to defend, indemnify or hold City harmless for any claims, costs, losses or damages caused by any act or omission by the City, including without limitation, the City's breach of any duty, promise or obligation arising under this Agreement.
- (d) The City agrees to hold harmless WHG and its officers, staff and representatives from and against any and all losses, damages, liabilities, claims, costs and expenses including reasonable attorneys' fees resulting from (a) any breach by the City of any duty, promise or obligation arising under this Agreement., or (b) any claims, damage or loss resulting from any act or omission by the City or any of its employees, officials or agents, or (c) liability arising out of the City's failure to follow directions or recommendations of WHG, its staff or representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

Authorization & Approval

On behalf of:	City of Hillsdale
Name:	David E. Mackie
Signature:	
Designation:	City Manager, City of Hillsdale
Date:	/ /
On behalf of:	The WoodHill Group LLC.
Name:	Karen L. Coogan
Signature:	
Designation:	COO, The WoodHill Group, LLC
Date:	/ /

Exhibit A

The WoodHill Group will provide the following services as outlined below:

1. Act in the role of Finance Director for the City with respect to financial activities with duties as follows:
 - a. Manage the City Budget process
 - b. Conduct the City audit.
 - c. Oversee Federal and State financial compliance filings.
 - d. Meet with Directors, City Manager and City Council for the quarterly Revenue/Expenditures financial review.
 - e. Oversee debt financing needs.
 - f. Ensure Federal grants are managed in accordance with Federal Uniform Grant Guidance.
2. Run Accounts Payable checks every two weeks after reviewing AP invoices entered by departments.
3. Prepare monthly financial reports for the Board of Public Utility.
4. Oversee the investment portfolio.
5. Review existing financial policies and procedures recommending any changes or additions, including policies needed for the American Rescue Plan Act.
6. Direct implementation of improvements in system controls, internal controls, or other financial areas as needed.
7. Assist with financial plan for American Rescue Plan Act funding.
8. Training of existing or new staff as needed including a transition to the new Finance Director.
9. Chart of Accounts conversion with BSA, if needed.

WoodHill engagement will include:

1. On-site one day a week with the exception of vacation days.
2. On-site during audit season, to align with the auditor's schedule.
3. On-site during budget season as scheduled.
4. Attendance at City Council meetings, as required.

The City will provide:

1. Remote Administrator level access to BSA.
2. Access to Network files to access financial documents as needed.
3. Office space when on-site
4. Day-to-day management of finance personnel will be handled by the City Manager, or his designee.

The WoodHill Group will report to the City Manager.

The time duration of this work effort is up to one year with a not-to-exceed amount of \$110,000.



City of Hillsdale Agenda Item Summary

Meeting Date: August 16, 2021

NEW BUSINESS ITEM: US Staffing Agreement

SUBJECT: Department of Public Services

BACKGROUND PROVIDED BY: DPS Director Jake Hammel

The Department of Public Services uses temporary staffing services to help with tasks such as cemetery mowing, fall leaf collection, and winter maintenance.

The City has had an agreement with US Staffing in the past however, it has expired. This agreement does not bind us to one temporary staffing company. It will allow us to use US Staffing when the need arises.

RECOMMENDATION:

The Department of Public Services recommends approval of this agreement for temporary staffing.



Service Agreement

Proposal For:

City of Hillsdale
149 Waterworks Ave
Hillsdale, MI 49242
Phone: (517) 437-6490

Proposal From:

US Staffing Agency

707 N. Wisner St

Jackson, MI 49202

Presented by:

Jeffrey Hawley

Phone: (517) 395-4028

Cell: (269) 330-8269

Fax: (517) 395-4680

707 N. Wisner St* Jackson, MI 49202 * Phone: (517) 395-4028 * Fax: (517) 395-4680

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relationships and connecting people*



Service Agreement

Compliance Responsibilities

1. U.S. Staffing Agency of West Michigan, LLC (**US Staffing**) will pay the employees wage weekly, at a rate approved by the contractor, Company (**City of Hillsdale**).
2. **US Staffing** is responsible for carrying Worker's Compensation Insurance for temporary employees.
3. **US Staffing** is responsible for withholding and paying all Federal Employment and State Payroll Taxes applicable by law.
4. **US Staffing** is responsible for paying all Federal and State Unemployment Insurance, Taxes (F.U.T.A. and S.U.T.A.) and the reporting of all taxes and income to the appropriate Federal and State Agencies.
5. **US Staffing** highly recommends that **City of Hillsdale** conduct their own background check and drug screens on all temporary employees that they are considering for fulltime employment.
6. Pursuant to the Michigan Paid Medical Leave Act (PMLA), **US Staffing** is responsible for tracking, documenting, compensating and monitoring the accrual of all PMLA hours for eligible **US Staffing** temporary employees.

Pricing & Payment terms

1. For services provided by **US Staffing**, **City of Hillsdale** agrees to pay **US Staffing** as follows:
 - 1 Temporary associates will be billed per associate at the hourly rate multiplied by 1.44
 - 2 Temporary associates will be billed at the overtime rate per associate multiplied by 1.44
 - 3 Employees referred by **City of Hillsdale**, or transferred employees, will be billed at the hourly/overtime rate multiplied by 1.44
 - 4 Direct hires will be billed at 20% of the yearly salary. (See page 4)
 - 5 Early hire fee will be billed to **City of Hillsdale** at 20% of annual salary less the percent of the 520 hours worked at the time of conversion. (Formula: $1 - (\text{Hours Worked} \div 520) \times 20\%$ x Annualize Base Salary). (See page 3)
2. Pursuant to The Fair Labor Standards Act (FLSA) **US Staffing** temporary employees that work on a holiday will be paid at 1.5 the hourly rate for that holiday and **City of Hillsdale** will be billed using the 1.5 hourly rate.
3. Invoice terms are net 30 days.
4. **US Staffing** reserves the right to terminate the contract, including the removal of temporary

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Service Agreement

associates from **City of Hillsdale** if more than 2 invoices become past due simultaneously.

5. **City of Hillsdale** will maintain and sign the timecards for all **US Staffing** temporary employees and will email or fax to **US Staffing** no later than Monday at 10:00AM.
6. The undersigned agrees that all purchases made by **City of Hillsdale** from **US Staffing** or any subsidiaries or affiliated entities are subject to the following terms and conditions:
 - 1 All amounts due are payable in full, in accordance with the payment terms granted by **US Staffing's** Credit Department. Any amount not paid in accordance with such payment terms, will be assessed a delinquency charge equal to the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one-half percent (1 and 1/2%) per month or (b) the maximum lawful rate permitted to be charged under applicable state laws.
 - 2 **City of Hillsdale** shall pay **US Staffing** a service fee equal to the greater of \$ 40.00 or 5% of the check balance for all checks returned by Company's bank, subject to applicable laws.
 - 3 In the event the account is turned over to an attorney or any third-party collection agent, or the same collected through any judicial proceeding whatsoever, **City of Hillsdale** shall pay all reasonable attorney's fees and court costs incurred by **US Staffing**.
 - 4 In addition to and not in lieu of any other similar right or remedy available to **US Staffing**, **US Staffing** shall be entitled to offset any current or future obligation, and/or exercise any right of recoupment it may have with respect to, any amount owed by **US Staffing** to **City of Hillsdale** or any parent, affiliate or subsidiary of **City of Hillsdale**, against any amount owed to **US Staffing** by **City of Hillsdale**, or any parent, affiliate or subsidiary of **City of Hillsdale**.
 - 5 **City of Hillsdale** warrants to **US Staffing** that all information furnished for the purpose of obtaining credit is true, correct and complete in all material respects and that it will promptly notify **US Staffing** by certified mail and/or electronic mail, should such information, or ownership of **City of Hillsdale** change.
 - 6 **City of Hillsdale** authorizes **US Staffing** to investigate all bank and trade references and explicitly authorizes **US Staffing** to obtain a business credit report. The undersigned hereby consent(s) to **US Staffing's** use of a non-business consumer credit report in order to further evaluate the credit worthiness of the undersigned and hereby authorizes **US Staffing** to utilize a consumer credit report from time to time in connection with the extension or continuation of the business credit represented by this credit application.



Service Agreement

Safety, Workplace Injuries, & Record Keeping Responsibilities

1. **US Staffing** may request to conduct a safety walk-through to ensure the workplace & employee duties are in compliance with OSHA standards.
2. **US Staffing** will administer safety training covering general workplace safety and Lock Out Tag Out procedures. Any additional training/ certifications must be performed and documented by **City of Hillsdale**. **US Staffing** may request documentation and/or proof of completed safety/job specific trainings at any time.
3. **City of Hillsdale** will be responsible for recording any lost time/days on restrictions incurred by an **US Staffing** employee on the premises and under direct supervision of **City of Hillsdale**. Any recordable incident will be documented on **City of Hillsdale's** OSHA 300 logs, per OSHA's Temporary Worker Initiative standard.
4. All workplace injuries, illnesses, or near misses must be reported to **US Staffing** within 24 hours of the incident occurring. **City of Hillsdale** must follow **US Staffing's** protocol for care of an injured employee. An incident report must be provided to **US Staffing** within 24 hours of the incident.
5. **City of Hillsdale** agrees to thoroughly read and adhere by **US Staffing's** *Safety Manager Duties & Host Employer Safety and Related Responsibilities*.

Early Hire

US Staffing defines an early hire, as an employee that began as an **US Staffing** temporary employee and **City of Hillsdale** wants to bring onto their payroll prior to the agreed upon terms.



Service Agreement

Direct Hire

US Staffing defines a direct hire as a candidate recruited by **US Staffing** who **City of Hillsdale** would want to hire directly into their company without the candidate ever being a **US Staffing** temporary employee on assignment at **City of Hillsdale**.

US Staffing will conduct a national background check for the candidate that **City of Hillsdale** decides to hire. While **US Staffing** conducts background checks; we are not to be held responsible for any missing information from the search results. **US Staffing** highly recommends that **City of Hillsdale** conduct their own background check on the candidate.

US Staffing will conduct a 5-panel drug screen on the candidate **City of Hillsdale** decides to hire directly and will provide the results as soon as they are available.

Indemnification and Limitation of Liability

1. To the extent permitted by law, **US Staffing** will defend, indemnify, and hold **City of Hillsdale** and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by **US Staffing's** breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of **US Staffing** or **US Staffing's** officers, employees, or authorized agents in the discharge of those duties and responsibilities.
2. To the extent permitted by law, **City of Hillsdale** will defend, indemnify, and hold **US Staffing** and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by **City of Hillsdale's** breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of **City of Hillsdale** or **City of Hillsdale's** officers, employees, or authorized agents in the discharge of those duties and responsibilities.
3. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or



Service Agreement

otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

4. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within two (2) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

6. The provisions in paragraphs 1 through 5 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

US Staffing does not set a termination date for our Service Agreements. **US Staffing** reserves the right to change any terms within the Service Agreement with a 30 day written notice to **City of Hillsdale**.

US Staffing reserves the right to invoice **City of Hillsdale** through DOWA, LLC for workers compensation purposes.

Personal Guarantee

I personally guarantee payment in full of all present and future indebtedness of the **City of Hillsdale** to **US Staffing** including any and all delinquency charges, collection costs and attorney's fees as stated herein, and waive any presentment, demand protest and any other notice from **US Staffing**, regarding this guarantee of payment or the **City of Hillsdale's** default. Personal guarantor acknowledges all terms as stated above and herein. This is an unconditional and continuing guarantee not to be revoked unless written notice is received by **US Staffing**.



Service Agreement

US Staffing Signature Jeffrey Hawley Date 08/10/2021

City of Hillsdale Signature _____ Date _____

Print name _____ Position _____



City of Hillsdale Agenda Item Summary

Meeting Date: August 16, 2021

NEW BUSINESS ITEM: City Wide Pavement Marking

SUBJECT: Department of Public Services

BACKGROUND PROVIDED BY: DPS Director Jake Hammel

The Department of Public Services and the City Engineer solicited bids for cold plastic pavement markings. Historically DPS has hand painted all symbols, crosswalks annually with waterborne paint. This contract will install plastic symbols with a life expectancy of 5-8 years. The quality of the marking will be substantially better over the life of the symbols, and also save the annual cost of paint and labor.

The low bid to do all symbols, crosswalks, and line/delineations was submitted at \$114,275.00. The approved budgeted amount for this fiscal year was only \$60,000.00. The low bidder has agreed to do approximately half of the work this year, and will honor pricing to do the other half after July 1, 2022.

It has been determined that it would be best to complete all stop bars, turn arrows, schools, and railroad symbols this year, and the crosswalks and lane delineations next year.

RECOMMENDATION:

The Department of Public Services recommends approval of the proposal, in the amount of \$51,350.00 for the current fiscal year, and the balance of the contract \$62,925.00 next year.

