



Pamela Colestock – Mayor  
William Steele – Mayor Pro Tem  
Suzanne Politza – Councilwoman  
Stacey Robison – Council-at-Large  
Ken Nicholas – Councilman

200 S. Main Street  
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Vacant – City Manager  
Laura Boomer – City Clerk  
Larry Joe Weeks – Police Chief  
Roger McNutt – Fire Chief  
Marrie Jo Carr – Treasurer  
LeRoy Hummel – Building Official  
Lindsey Zeller – Quality of Life Director  
Rob Pierce – Public Works/Utilities Director  
Randy Jewell – City Assessor

## **CITY COUNCIL MEETING AGENDA**

June 13, 2022  
7:00 p.m.  
City Hall

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. PLEDGE OF ALLEGIANCE.**
- 4. INVOCATION.**
- 5. APPROVAL OF THE AGENDA.**
- 6. APPROVAL OF THE MINUTES OF May 23, 2022 COUNCIL WORK SESSION MEETING.**
- 7. APPROVAL OF THE MINUTES OF May 23, 2022 REGULAR COUNCIL MEETING.**
- 8. APPROVAL OF CHECK DISBURSEMENTS TOTALING \$ 526,696.01**
- 9. CITIZEN COMMENTS AND QUESTIONS**
- 10. UNFINISHED AND SPECIAL BUSINESS**
  - a. Public Hearing for Proposed Water Treatment Plant and Water Distribution System Improvements
  - b. Public Hearing for Proposed 2022-2023 Budget
- 11. ITEMS OF BUSINESS.**
  - a. Adoption of Resolution 2022-06. A resolution to adopt the final project plan for water system improvements and designate an authorized project representative.
  - b. Adoption of Resolution 2022-07. A resolution to adopt the Fiscal Year 2022-2023 Budget.
  - c. Adoption of Resolution 2022-08. A resolution to adopt a deficit elimination plan.
  - d. Approval of Special Event Application. Approve Special Event Application submitted by Sharing Grace.
  - e. Approval of Lot Splits. Approve lot splits requested by Larry Nolan.
  - f. Approval of Police Vehicle Financing. Approve the financing of a 2022 Ford Police Interceptor Utility through Ford Municipal Finance.
  - g. Approval of IT Services Contract. Approve the contract with Dewpoint for IT services.
  - h. Approval of Montenegro Release Agreement.
  - i. Temporary Easement Approval. Approve temporary easement for alley between King Street and Broad Street for gardening purposes to the current owner at 502 S. Main St.

- j. Approval of Card Entry System. Approve the purchase of a card entry system for City Hall with ARPA funds in the amount of \$13,914.26.
- k. Approval of Interconnection Agreement. Approve the Interconnection Agreement with Grand River Power Company.
- l. Approval of Power Purchase Agreement. Approve the Power Purchase Agreement with Grand River Power Company.

## **CITIZEN COMMENTS AND QUESTIONS.**

### **12. REPORTS.**

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

### **13. ADJOURNMENT.**

#### **ADDRESSING THE CITY COUNCIL**

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

### **NEXT MEETING**

Monday, June 27, 2022

### **Boards and Commissions Openings:**

Local Development Finance Authority  
Zoning Board of Appeals  
Local Officers Compensation Commission

**May 23, 2022**  
**City Council Worksession**

A Worksession of the Eaton Rapids City Council was held at City Hall, 200 S. Main Street, on May 23, 2022, at 5:00 p.m.

Present were Mayor Colestock and Councilpersons Steele, Nicholas, and Politza. Robison was absent and excused.

Administrative Staff Present were Quality of Life Director Zeller, Fire Chief McNutt, Building Official Hummel, Police Chief Weeks, Treasurer Carr, City Attorney Harkness, and DPW/Utilities Director Pierce.

Purpose of the meeting was a worksession. Notice of the meeting was duly given.

Mayor Colestock called the meeting to order at 5:00 p.m.

**Public Comments:** None

**Unfinished and Special Business:** None

**New Business:**

1. Quality of Life Director Zeller introduced Ms. Hector's 7<sup>th</sup> Grade Class who presented and reviewed with Council a proposal to study bank erosion at McArthur River Park.

**Public Comments:** None

Steele moved, Politza seconded, to enter closed session to consider a Matter of Attorney Client Privilege.

PASSED by roll call vote:

Yeas: Steele, Politza, Nicholas, Colestock

Nays: 0

Absent: Robison

Council entered closed session at 5:32 p.m.

Council reconvened at 6:36 p.m.

The meeting adjourned at 6:37 p.m.

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Pamela Colestock, Mayor

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Laura Boomer, City Clerk

**May 23, 2022**  
**City Council Meeting**

A regular meeting of the Eaton Rapids City Council was held at City Hall, 200 S. Main Street, on May 23, 2022, at 7:00 p.m.

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

Present were Mayor Colestock and Councilpersons Steele, Nicholas, and Politza. Robison was absent and excused.

The Pledge of Allegiance was recited.

The invocation was given by Pastor Patricia Lankton of Community Christian Church.

Steele moved, Politza seconded, PASSED, to approve the agenda.

Steele moved, Politza seconded, PASSED, to approve the May 9, 2022 Worksession Minutes .

Steele moved, Politza seconded, PASSED, to approve the May 9, 2022 Council Meeting Minutes.

Steele moved, Politza seconded, PASSED, to approve the disbursements totaling \$582,311.18.

**Public Comments:**

Father David and David Swanson of Faith First, 2670 S. Michigan, commented on the Farmers Market they are proposing to construct.

Robin Webb, 502 S. Main St., commented on the alley behind her home.

**Unfinished/Special Business:**

CWSRF Bond Presentation by Andy Campbell of Baker Tilly.

**Items of Business:**

- a. Steele moved, Nicholas seconded, PASSED, to approve the proposal for a bank erosion project at McArthur River Park submitted by the 7<sup>th</sup> grade students of Ms. Hector.
- b. Steele moved, Nicholas seconded, PASSED, to approve the proposal from Maner Costerisan for accounting and consulting services.

**Public Comments:** None

**Reports:**

- a. Staff-

Fire Chief McNutt reported that the Fire Department responded to two (2) shed fires. Hose testing is complete, and four (4) sections will be replaced. They are placing flags on Firefighter graves for Memorial Day.

DPW/Utilities Director Pierce reported that the pole barn is nearing completion. A project walk through is scheduled for May 24<sup>th</sup> at G.A.R. Island Park.



Treasurer Carr reported that the G.A.R. Island Park is open, and the ORC will open on Memorial Day.

b. Council-

Councilwoman Politza thanked the audience for attending.

Councilman Steele thanked staff for moving the City forward. He thanked DPW and first responders.

c. Mayor-

Mayor Colestock reported that the Memorial Day Parade will be held on May 30<sup>th</sup> at 11:00 a.m. with a ceremony after at G.A.R. Island Park. She reported that flags will be placed on graves at Rosehill Cemetery on May 28<sup>th</sup>. She thanked Councilwoman Politza for passing out flyers and Councilman Steele and his wife for their help with Memorial Park cleanup. She thanked the G.A.R. Board. She reported that the river cleanup event is scheduled for June 10<sup>th</sup> and thanked Paul Malewski for organizing the event. She reported that the Public Safety Building sign dedication was well attended. She wished everyone a safe Memorial Day weekend.

Steele moved, Politza seconded, PASSED, to adjourn.

The meeting adjourned at 7:56 p.m.

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Pamela Colestock, Mayor

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Laura Boomer, City Clerk



## **CITY OF EATON RAPIDS**

### **PAYABLES REPORT FOR JUNE 13, 2022**

ACCOUNTS PAYABLES CHECKS = CK# 155280 – 155369 = \$70,622.99

PAYROLL CHECKS = PAY DATE JUNE 10, 2022 = \$93,048.30

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MAY 25, 2022 – ACH - MPPA = \$30,886.61

MAY 30, 2022 – ACH – MPPA = \$108,925.70

JUNE 6, 2022 – ACH – MPPA = \$108,395.70

JUNE 13, 2022 – ACH – MPPA = \$114,816.71

TOTAL CHECKS = \$163,671.29

TOTAL ACH = \$363,024.72

TOTAL DISBURSEMENTS = \$526,696.01

CHECK DISBURSEMENT REPORT FOR EATON RAPIDS  
CHECK NUMBER 155280 - 155369

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/06/2022	GEN	155280	A.S.C. SECURITY SYSTEMS	AVIGILON SUPPORT	101.301.73500	114.00
06/06/2022	GEN	155281	ACE HARDWARE & LUMBER CO.	ACE HARDWARE PURCHASES FOR THE MONTH	101.301.93100	20.36
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	101.336.74400	18.99
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	101.441.93200	352.16
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	208.691.73000	9.95
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	208.691.88500	2.99
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	208.691.93100	61.16
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	208.780.74400	169.82
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	598.528.72800	15.03
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	598.538.74110	36.35
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	598.538.93210	269.38
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	598.556.74400	14.97
		155281		ACE HARDWARE PURCHASES FOR THE MONTH	598.556.93200	(7.99)
						963.17
06/06/2022	GEN	155282	ADVANCED SATELLITE COMMUNICATION	PAYMENT ON CAMERA SYSTEM	598.538.81100	8,433.25
06/06/2022	GEN	155283	AMAZON	COPY PAPER	101.299.73000	132.76
06/06/2022	GEN	155284	AMAZON	ENVELOPES AND PAPER CLIPS	101.299.73000	36.02
06/06/2022	GEN	155285	AMAZON	OFFICE SUPPLIES	208.691.73000	14.98
06/06/2022	GEN	155286	AMERICAN RENTALS	PORTABLE TOILETS FOR PARKS AND DPW	101.441.94200	110.00
		155286		PORTABLE TOILETS FOR PARKS AND DPW	208.691.94202	880.00
						990.00
06/06/2022	GEN	155287	AMERICAN WATER WORKS ASSOC.	AWWA MEMBERSHIP	598.528.95700	186.00
		155287		AWWA MEMBERSHIP	598.556.95700	186.00
						372.00
06/06/2022	GEN	155288	APPLIED CONCEPTS, INC.	NEW RADAR / POLICE STATION	101.301.93300	2,595.00
06/06/2022	GEN	155289	BATTLE CREEK SHRINE CLUB	SHRINERS 4TH OF JULY PARADE	209.757.95900	350.00
06/06/2022	GEN	155290	CALEDONIA FARMERS ELEVATOR	GRASS SEED	101.276.93200	196.64
		155290		GRASS SEED	598.556.93200	393.36
						590.00
06/06/2022	GEN	155291	CALEDONIA FARMERS ELEVATOR	WEED KILLER	101.441.93200	98.62
		155291		WEED KILLER	598.528.93200	98.66
		155291		WEED KILLER	598.538.93210	98.62
						295.90
06/06/2022	GEN	155292	CALEDONIA FARMERS ELEVATOR	WEED KILLER	101.441.93200	69.32
		155292		WEED KILLER	598.528.93200	69.34
		155292		WEED KILLER	598.538.93210	69.32

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/06/2022	GEN	155293	CANDY FORD-MERCURY, INC.	PATROL VEHICLE MAINTENANCE	101.301.93400	207.98
06/06/2022	GEN	155294	CINTAS FIRST AID & SAFETY #325	CINTAS GOODS AND SERVICES MAY 2022	101.336.74401	167.78
		155294		CINTAS GOODS AND SERVICES MAY 2022	101.441.74401	59.09
		155294		CINTAS GOODS AND SERVICES MAY 2022	598.528.74401	36.35
		155294		CINTAS GOODS AND SERVICES MAY 2022	598.538.74401	52.54
		155294		CINTAS GOODS AND SERVICES MAY 2022	598.556.74401	36.34
						3.79
06/06/2022	GEN	155295	CIVICPLUS	MUNICODE CODIFICATION HARD COPIES	101.101.90100	188.11
06/06/2022	GEN	155296	CIVICPLUS	MUNICODE CODIFICATION SERVICES	101.101.90100	123.01
06/06/2022	GEN	155297	CMP DISTRIBUTORS, INC.	PANTS FOR OFFICER QUIMBY	101.301.74200	2,067.82
06/06/2022	GEN	155298	CONSUMERS ENERGY	ELECTRIC BILL 2650 SOUTH MICHIGAN ROA	598.538.92100	219.85
06/06/2022	GEN	155299	CONSUMERS ENERGY	ELECTRIC BILL 5421 SOUTH CLINTON TRAI	598.538.92100	31.64
06/06/2022	GEN	155300	CONTRACTORS CONNECTION	BLUE MARKING PAINT AND SHIPPING	598.556.74400	31.64
06/06/2022	GEN	155301	CUMMINS BRIDGEWAY	GENERATOR SUPPLIES	598.538.93210	134.40
06/06/2022	GEN	155302	CUMMINS BRIDGEWAY	GENERATOR SUPPLIES	598.538.93210	480.04
06/06/2022	GEN	155303	DAVID LYNCH	MECHANICAL INSPECTIONS FOR MAY 2022	249.371.81700	63.81
06/06/2022	GEN	155304	DELAU FIRE SERVICES	SCOTT / SCUBA HYDRO, CASCADE 9000, VI	101.336.74400	495.00
06/06/2022	GEN	155305	DELAU FIRE SERVICES	DELIVERY OF TANKS	101.336.74400	149.00
06/06/2022	GEN	155306	DELAU FIRE SERVICES	SERVICE CALL / REPLACE 2 BATTERIES	101.301.74401	100.00
06/06/2022	GEN	155307	DEWPOINT	MICROSOFT MONTHLY - APRIL 2022	101.299.81700	290.00
06/06/2022	GEN	155308	DEWPOINT	MONTHLY MANAGED SERVICES AND DEWPOINT	101.299.81700	7.37
06/06/2022	GEN	155309	EATON COUNTY TREASURER	CHARGEBACK FROM FORCLOSED PARCELS	101.253.41500	4,777.24
06/06/2022	GEN	155310	ELHORN ENGINEERING COMPANY	EL-CHLOR CHORINE / DEPOSIT AND CREDIT	598.528.74600	53.42
06/06/2022	GEN	155311	ELHORN ENGINEERING COMPANY	EL-CHLOR CHLORINE AND DELIVERY CHARGE	598.556.74600	312.00
06/06/2022	GEN	155312	ENCOMPASS EAP, LLC	EMPLOYEE ASSISTANCE PROGRAM	101.301.71600	795.00
06/06/2022	GEN	155313	GOOSE BUSTERS!	WATER FOWL WADTE MANAGEMENT	208.691.82000	1,500.00
06/06/2022	GEN	155314	GREAT LAKES WINDOW CLEANING	WINDOW CLEANING - POLICE STATION	101.301.77600	1,280.00
06/06/2022	GEN	155315	GREATAMERICA FINANCIAL SVCS.	LEASE PAYMENT ON THE COPIER - POLICE	101.301.73100	25.00
		155315		LEASE PAYMENT ON THE COPIER - POLICE	101.336.73000	82.50
						82.50
06/06/2022	GEN	155316	HASTAY'S GREENHOUSE	COMMUNITY FLOWERS	208.691.93150	165.00
						632.50

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/06/2022	GEN	155317	HUGHES ENVIRONMENTAL SERVICES	CONTRACTED PRICE FOR WASTE WATER APRI	598.528.81700	3,950.00
06/06/2022	GEN	155318	HUTSON INC.	OIL FILTER AND CIRCUIT BOARD	101.276.93200	183.31
06/06/2022	GEN	155319	HUTSON INC.	AXLE	101.276.93200	62.56
06/06/2022	GEN	155320	HUTSON INC.	HYDRAULIC FLUID	101.276.93200	19.10
06/06/2022	GEN	155321	INTERNATIONAL MINUTE PRESS	NEWLETTERS, POSTAGE, ENVELOPES FOR UT	208.691.73000	583.22
		155321		NEWLETTERS, POSTAGE, ENVELOPES FOR UT	598.528.72800	466.16
		155321		NEWLETTERS, POSTAGE, ENVELOPES FOR UT	598.528.73000	240.31
		155321		NEWLETTERS, POSTAGE, ENVELOPES FOR UT	598.538.72800	466.16
		155321		NEWLETTERS, POSTAGE, ENVELOPES FOR UT	598.538.73000	240.31
		155321		NEWLETTERS, POSTAGE, ENVELOPES FOR UT	598.556.73000	706.47
						2,702.63
06/06/2022	GEN	155322	KENDALL ELECTRIC, INC.	LED STRIP, 16/3 6" PIG TAIL, 3/8 ROME	598.538.93100	1,340.08
06/06/2022	GEN	155323	KENDALL ELECTRIC, INC.	SCHEDULE 40 PVC CONDUIT (10 FT) AND P	598.538.74400	71.05
06/06/2022	GEN	155324	KENDALL ELECTRIC, INC.	2 1/2 " SCHEDULE 40 PVC 90 DEGREE ELB	598.538.74400	15.58
06/06/2022	GEN	155325	KIESLER'S POLICE SUPPLY, INC.	QUALIFICATION AMMO	101.301.95801	509.04
06/06/2022	GEN	155326	KIMBALL MIDWEST	NEW BOLT BINS WITH ASSORTED HARDWARE	101.441.93200	262.00
06/06/2022	GEN	155327	LANSING SANITARY SUPPLY	LINERS, PAPER TOWELS, TP AND SERVICE	101.441.74401	39.90
		155327		LINERS, PAPER TOWELS, TP AND SERVICE	101.441.77600	152.72
		155327		LINERS, PAPER TOWELS, TP AND SERVICE	598.538.74401	38.73
		155327		LINERS, PAPER TOWELS, TP AND SERVICE	598.538.77600	152.72
		155327		LINERS, PAPER TOWELS, TP AND SERVICE	598.556.74401	38.73
						422.80
06/06/2022	GEN	155328	LANSING UNIFORM COMPANY	BADGES FOR OFFICER FERGUSON	101.301.74200	279.90
06/06/2022	GEN	155329	LINDSEY ZELLER	REIMBURSEMENT FOR PURCHASES AND MILEA	208.691.74400	64.36
		155329		REIMBURSEMENT FOR PURCHASES AND MILEA	208.691.93150	28.95
						93.31
06/06/2022	GEN	155330	LYDEN OIL COMPANY	PHILLIPS 66 EL - 55 GALLON AND DRUM D	598.538.93210	1,884.50
06/06/2022	GEN	155331	MIKA, MEYERS, BECKETT & JONES	LEGAL SERVICES	101.299.80200	170.00
06/06/2022	GEN	155332	NAPA AUTO PARTS	BARRICADE HOSE, ELECTRIC FUEL PUMP (T	101.336.93400	123.62
		155332		BARRICADE HOSE, ELECTRIC FUEL PUMP (T	598.538.74110	3.09
						126.71
06/06/2022	GEN	155333	PAUL CREGER	REIMBURSEMENT FOR HOTEL - POLICE WEEK	101.301.95800	1,057.96
06/06/2022	GEN	155334	PERCEPTIVE CONTROLS	CONTROLS SUPPORT FOR WWTP OPERATIONS	598.528.93200	135.00

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/06/2022	GEN	155335	PERCEPTIVE CONTROLS	CONTROLS SUPPORT FOR WWTP OPERATIONS	598.528.93200	2,476.00
06/06/2022	GEN	155336	PETTIT HARDWARE	SHOVELS AND BULL VALVES	598.556.93200	127.93
06/06/2022	GEN	155337	PLIC - SBD GRAND ISLAND	LIFE INSURANCE PREMIUM	101.172.71700	(62.80)
		155337		LIFE INSURANCE PREMIUM	101.215.71700	54.98
		155337		LIFE INSURANCE PREMIUM	101.253.71700	31.40
		155337		LIFE INSURANCE PREMIUM	101.301.71700	136.66
		155337		LIFE INSURANCE PREMIUM	101.441.71700	39.30
		155337		LIFE INSURANCE PREMIUM	208.691.71700	36.16
		155337		LIFE INSURANCE PREMIUM	248.803.71700	31.40
		155337		LIFE INSURANCE PREMIUM	249.371.71700	31.40
		155337		LIFE INSURANCE PREMIUM	598.528.71700	31.44
		155337		LIFE INSURANCE PREMIUM	598.538.71700	47.16
		155337		LIFE INSURANCE PREMIUM	598.556.71700	15.72
						392.82
06/06/2022	GEN	155338	POWER LINE SUPPLY COMPANY	FR PANTS M5 - DURALIGHT 34 X 30	598.538.74200	261.00
06/06/2022	GEN	155339	POWER LINE SUPPLY COMPANY	PULLOVER HOODIE - 2 X-TRA LARGE	598.538.74200	236.00
06/06/2022	GEN	155340	POWER LINE SUPPLY COMPANY	ENCLOSURE BOX POLYMER CONCRETE AND EN	598.538.74400	839.34
06/06/2022	GEN	155341	POWER LINE SUPPLY COMPANY	REPLACEMENT BLADE FOR WS5/5A TOOL	598.538.74400	64.00
06/06/2022	GEN	155342	POWER LINE SUPPLY COMPANY	6 AMP FUSELINK TYPE K AND SUPER 88 CI	598.538.74400	208.40
06/06/2022	GEN	155343	POWER LINE SUPPLY COMPANY	BOLT CONNECTOR	598.538.74400	109.00
06/06/2022	GEN	155344	POWER LINE SUPPLY COMPANY	2" METER SOCKET HUB	598.538.93800	46.68
06/06/2022	GEN	155345	POWERDMS, INC	SUBSCRIPTION, MANUAL POWER DMS STAND	101.301.73500	2,468.69
		155345		SUBSCRIPTION, MANUAL POWER DMS STAND	598.528.81850	822.89
		155345		SUBSCRIPTION, MANUAL POWER DMS STAND	598.538.81850	822.89
		155345		SUBSCRIPTION, MANUAL POWER DMS STAND	598.556.81850	822.90
						4,937.37
06/06/2022	GEN	155346	RANDY JEWELL	ASSESSING SERVICES FOR THE MONTH OF	101.257.81700	2,616.00
06/06/2022	GEN	155347	RAPIDS OIL CHANGE	OIL CHANGE WTP TRUCK	598.556.93400	50.76
06/06/2022	GEN	155348	RELIABLE ALARMS	UPGRADE COMMUNICATOR / REPLACE BATTER	101.299.93300	120.00
06/06/2022	GEN	155349	ROSE PEST SOLUTIONS	PEST CONTROL	101.265.77600	68.00
06/06/2022	GEN	155350	STAPLES	MANILLA FOLDERS	101.299.73000	44.19
06/06/2022	GEN	155351	STAPLES	BINDERS, STAPLES, STAPLER	101.262.73000	23.71
		155351		BINDERS, STAPLES, STAPLER	101.299.73000	33.17
						56.88
06/06/2022	GEN	155352	THE COUNTY JOURNAL	PUBLISHING - PROJECT PLAN PUBLIC HEAR	598.556.90400	143.55



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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/06/2022	GEN	155353	THE COUNTY JOURNAL	PUBLISHING - WWTP BONDS	598.528.95900	177.44
06/06/2022	GEN	155354	THE COUNTY JOURNAL	PUBLISHING - BUDGET - PUBLIC HEARING	101.215.90400	59.48
06/06/2022	GEN	155355	THE COUNTY JOURNAL	PUBLISHING - PLANNING COMMISSION	101.215.90400	74.10
06/06/2022	GEN	155356	THE COUNTY JOURNAL	PUBLISHING - ZBA	101.215.90400	59.48
06/06/2022	GEN	155357	THE HARKNESS LAW FIRM, PLLC	LEGAL SERVICES	101.299.80200	1,587.61
06/06/2022	GEN	155358	THE HARKNESS LAW FIRM, PLLC	LEGAL SERVICES - MAY 2022	101.301.80200	2,312.27
06/06/2022	GEN	155359	THE RAPID GROUP LLC	DESTRUCTION OF RECORDS (SHREDDING)	101.301.95900	30.00
06/06/2022	GEN	155360	THE RIGHT TOUCH JANITORIAL	JANITORIAL SERVICES - CITY HALL / WEL	101.265.77600	260.00
06/06/2022	GEN	155361	THE RIGHT TOUCH JANITORIAL	JANITORIAL SERVICES - POLICE STATION	101.301.77600	120.00
		155361		JANITORIAL SERVICES - POLICE STATION	101.336.77600	80.00
						200.00
06/06/2022	GEN	155362	TRAVIS QUIMBY	REIMBURSEMENT - MCOLES TESTING FEE	101.301.95900	405.00
06/06/2022	GEN	155363	TREE REMOVAL SERVICES	FALL 2021 LINE CLEARANCE - TREE REMOV	598.538.80800	4,915.00
06/06/2022	GEN	155364	USA BLUE BOOK	LAB SUPPLIES WWTP	598.528.74900	312.93
06/06/2022	GEN	155365	USA BLUE BOOK	SCALE - WWTP	598.528.74900	2,403.02
06/06/2022	GEN	155366	VERIZON WIRELESS	CELL PHONES INVOICES 9907178745 & 990	101.172.85200	51.66
		155366		CELL PHONES INVOICES 9907178745 & 990	101.336.85200	48.05
		155366		CELL PHONES INVOICES 9907178745 & 990	101.441.85200	203.37
		155366		CELL PHONES INVOICES 9907178745 & 990	208.691.85200	180.36
		155366		CELL PHONES INVOICES 9907178745 & 990	248.803.85200	49.98
		155366		CELL PHONES INVOICES 9907178745 & 990	249.371.85200	89.69
		155366		CELL PHONES INVOICES 9907178745 & 990	598.528.85200	134.17
		155366		CELL PHONES INVOICES 9907178745 & 990	598.538.85200	284.10
		155366		CELL PHONES INVOICES 9907178745 & 990	598.556.85200	184.33
						1,225.71
06/11/2022	GEN	155367	LOUIE RODRIGUEZ	ORC STAFF T SHIRTS	208.780.74400	234.00
06/11/2022	GEN	155368	TNT MUSIC	DJ SERVI CES 6/11/22	210.765.74400	350.00
06/11/2022	GEN	155369	WILDERS AUTOMOTIVE	ORC BUS REPAIRS	101.441.93400	748.81
			TOTAL - ALL FUNDS	TOTAL OF 90 CHECKS		70,622.99

## Check Register Report For City Of Eaton Rapids

For Payroll ID: 515 Check Date: 06/10/2022 Pay Period End Date: 06/05/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/10/2022	GEN	301268	CRAVEN, TROY L.	2,750.10	265.72	1,590.00	Processing
06/10/2022	GEN	301269	MONROE, MARGARET E	264.50	233.02	0.00	Processing
06/10/2022	GEN	301270	PATON, RILEY T	420.00	396.06	0.00	Processing
06/10/2022	GEN	DD84604	BAILEY, SEAN	2,552.96	0.00	1,793.27	Processing
06/10/2022	GEN	DD84605	BEGAN, BRIAN W	1,922.40	0.00	1,410.61	Processing
06/10/2022	GEN	DD84606	BOOMER, LAURA S	2,677.09	0.00	1,316.77	Processing
06/10/2022	GEN	DD84607	BRISCOE, CRAIG A	2,924.46	0.00	1,756.84	Processing
06/10/2022	GEN	DD84608	CAGLE, COREY J	2,000.00	0.00	1,428.31	Processing
06/10/2022	GEN	DD84609	CAMP, SHEILA J	2,080.00	0.00	1,516.03	Processing
06/10/2022	GEN	DD84610	CARR, MARRIE JO	3,911.49	0.00	2,375.04	Processing
06/10/2022	GEN	DD84611	CREGER, JR., PAUL L	2,582.69	0.00	976.23	Processing
06/10/2022	GEN	DD84612	DASSANCE, ZACHARY T	321.00	0.00	267.44	Processing
06/10/2022	GEN	DD84613	DOVER, RICHARD L	2,855.00	0.00	1,721.38	Processing
06/10/2022	GEN	DD84614	EDDY, KIMBERLY T.	1,823.20	0.00	1,455.13	Processing
06/10/2022	GEN	DD84615	FERGUSON, JASON M	2,467.50	0.00	1,809.16	Processing
06/10/2022	GEN	DD84616	FLOWER, JON C.	2,497.25	0.00	1,704.09	Processing
06/10/2022	GEN	DD84617	FOWLER, MELANIE A	107.63	0.00	94.83	Processing
06/10/2022	GEN	DD84618	FULLER, STEVE	2,218.77	0.00	1,404.70	Processing
06/10/2022	GEN	DD84619	HAYNOR, LEE JAMES	1,963.20	0.00	1,529.65	Processing
06/10/2022	GEN	DD84620	HEINRITZ, BENJAMIN W	2,516.81	0.00	1,638.02	Processing
06/10/2022	GEN	DD84621	HUMMEL, LEROY	2,815.06	0.00	1,942.53	Processing
06/10/2022	GEN	DD84622	KUNKEL, DOUG	2,827.15	0.00	2,042.28	Processing
06/10/2022	GEN	DD84623	KUYKENDOLL, JEREMY M	2,039.52	0.00	1,326.40	Processing
06/10/2022	GEN	DD84624	LEASE, MARK A.	2,493.62	0.00	1,681.77	Processing
06/10/2022	GEN	DD84625	MCDANIEL, BRAYDEN W	294.00	0.00	267.19	Processing
06/10/2022	GEN	DD84626	MCNUTT, ROGER A.	1,200.00	0.00	973.45	Processing
06/10/2022	GEN	DD84627	MORRISON, JAMES	1,796.80	0.00	1,226.12	Processing
06/10/2022	GEN	DD84628	NOBACH, JONATHAN S	2,255.36	0.00	1,621.29	Processing
06/10/2022	GEN	DD84629	OLMSTEAD, COTY J	2,793.60	0.00	1,648.15	Processing
06/10/2022	GEN	DD84630	PERKINS, BROOKE M	2,240.00	0.00	1,588.35	Processing



## Check Register Report For City Of Eaton Rapids

For Payroll ID: 515 Check Date: 06/10/2022 Pay Period End Date: 06/05/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/10/2022	GEN	DD84631	PIERCE, III, ROBERT J	3,176.80	0.00	2,143.44	Processing
06/10/2022	GEN	DD84632	QUIMBY, TRAVIS R	2,787.01	0.00	2,129.97	Processing
06/10/2022	GEN	DD84633	RICE, ELEXCIA D	196.88	0.00	173.45	Processing
06/10/2022	GEN	DD84634	RICHARDS, NICHOLAS L	1,862.40	0.00	1,383.38	Processing
06/10/2022	GEN	DD84635	RICHARDSON, KAYDENCE E	212.63	0.00	187.33	Processing
06/10/2022	GEN	DD84636	SCOTT, CHRISTOPHER A.	2,348.73	0.00	1,509.24	Processing
06/10/2022	GEN	DD84637	SIFTON, LEE H.	3,113.85	0.00	2,017.82	Processing
06/10/2022	GEN	DD84638	SOUTHWARD, MALLORY M	2,007.04	0.00	1,498.41	Processing
06/10/2022	GEN	DD84639	SPOTTS, JACOB	770.00	0.00	619.81	Processing
06/10/2022	GEN	DD84640	TWICHELL, ANTHONY S	1,862.40	0.00	1,318.85	Processing
06/10/2022	GEN	DD84641	TYLER, LEIGH A	2,023.49	0.00	1,598.22	Processing
06/10/2022	GEN	DD84642	VERHELLE, TODD W.	1,994.40	0.00	1,298.87	Processing
06/10/2022	GEN	DD84643	WARSOP, JARED L	2,572.43	0.00	1,736.71	Processing
06/10/2022	GEN	DD84644	WEEKS II, LARRY J.	3,190.70	0.00	2,233.34	Processing
06/10/2022	GEN	DD84645	WILSON, CHANCE M	252.00	0.00	222.02	Processing
06/10/2022	GEN	DD84646	ZELLER, LINDSEY K	2,880.00	0.00	1,928.04	Processing
06/10/2022	GEN	DD84647	ZUBAL, ELISABETH P	186.38	0.00	164.20	Processing
Totals:				93,048.30	894.80	62,268.13	

Total Physical Checks:

3

Total Check Stubs:

44

**MICHIGAN PUBLIC POWER AGENCY**

**EATON RAPIDS**  
**Billing Summary**  
**May 2022**

<u>Date</u>	<u>Invoice No.</u>	<u>Project</u>	<u>Amount</u>
5/10/2022	20220508004	LANDFILL PROJECT	\$24,056.83
5/10/2022	20220509004	AFEC PROJECT	\$245.53
5/10/2022	20220510010	COMMITTEE BILLINGS	\$2,757.26
5/10/2022	20220519004	ENERGY SERVICES PROJECT	\$3,826.99

**Total Amount Due to MPPA:**

**\$30,886.61**

**Net Balance is Due to MPPA by the 25th of the Month**

Direct Payments and Inquiries to:  
MICHIGAN PUBLIC POWER AGENCY, 809 Centennial Way, Lansing, MI 48917 Phone (517) 323-8919, Email [mppa@mpower.org](mailto:mppa@mpower.org)  
Electronic payment: Fifth Third Bank, Checking Account #7168131519, 072400052 (ACH)

INVOICE #: 20220524ETRP

INVOICE DATE: 05/24/22  
DUE DATE: 05/30/22

**ENERGY SERVICES PROJECT**  
**MICHIGAN PUBLIC POWER AGENCY**  
 809 Centennial Way Lansing, MI 48917  
 Telephone: 517-323-8919 Fax: 517-323-8373

**AMOUNT DUE FROM (TO) EATON RAPIDS**

**108,925.70**

Due Date: 05/30/22

Fifth Third Bank - ACH & Wire Information  
 ACH - ABA Routing # 072400052 - Account # 7168131519  
 WIRE - ABA Routing # 042000314 - Account # 7168131519

		DAY AHEAD		REAL TIME		TOTAL \$\$\$
MISO ENERGY		MWH	\$\$\$	MWH	\$\$\$	
LOAD	LOAD	1,596.700	126,213.99	262.801	21,319.57	147,533.56
	GENERATION	-	-	(2.842)	(159.45)	(159.45)
BELLE RIVER	GENERATION	-	-	-	-	-
CAMPBELL	GENERATION	-	-	-	-	-
KALKASKA CT	GENERATION	-	-	-	-	-
BILATERALS	GENERATION	(643.200)	(50,321.94)	-	-	(50,321.94)
RENEWABLE	LANDFILL	(40.800)	(3,276.79)	(1.278)	(0.12)	(3,276.91)
	ESP WIND	(271.576)	(18,893.69)	-	-	(18,893.69)
	ESP SOLAR	(253.356)	(21,212.52)	(0.502)	2,165.49	(19,047.03)
	HYDRO/SOLAR	-	-	-	-	-
	<b>SUBTOTAL</b>	<b>387.768</b>	<b>32,509.05</b>	<b>258.179</b>	<b>23,325.49</b>	<b>55,834.54</b>
LMP	Purchase	403.715	33,551.07	269.013	23,924.64	
	Sale	(15.947)	(1,042.02)	(10.834)	(599.15)	
PJM ENERGY	GENERATION	MWH	\$\$\$			\$\$\$
AFEC	PROJECT COST	(282.850)	(21,102.77)			(21,102.77)
AFEC	LANDFILL	Variable	8,641.07	Fixed	6,074.04	14,715.11
ORCHARD HILLS		(10.845)	(776.31)			(776.31)
<b>MISO OVERHEADS</b>						<b>Subtotal (7,163.97)</b>
ASSEMBLY I + II						381.38
BELLE RIVER						-
CAMPBELL						-
PEGASUS						27.91
ESP						535.16
<b>Subtotal</b>						<b>944.45</b>
<b>ADDITIONAL ITEMS</b>						
BILAT CONTRACT COST	05/21/22	05/27/22	MWH	COST		
PEGASUS CONTRACT COST	05/07/22	05/13/22	643.200	37,742.50		
ASSEMBLY I CONTRACT COST	05/07/22	05/13/22	271.576	11,449.65		
ASSEMBLY II CONTRACT COST	05/07/22	05/13/22	106.276	4,743.04		
			147.582	5,453.10		
STAGE II ARR						-
RAA CAPACITY CREDIT						-
MVP DISTRIBUTION						(77.77)
SCHEDULE 49						0.16
MONTHLY TRANSMISSION	April-22					-
MONTHLY TRANSMISSION	Prior Adjustments					-
MONTHLY CAPACITY	April-22					-
<b>PEGASUS CURTAILMENT CHARGES</b>						<b>59,310.68</b>
<b>TOTAL AMOUNT DUE FROM (TO) EATON RAPIDS</b>						<b>108,925.70</b>
S7	S14	S55	S105			
05/07/22	05/13/22	04/30/22	05/06/22	03/20/22	03/26/22	01/29/22
						02/04/22

INVOICE #: 20220531ETRP

INVOICE DATE: 05/31/22  
DUE DATE: 06/06/22

**ENERGY SERVICES PROJECT**  
**MICHIGAN PUBLIC POWER AGENCY**  
 809 Centennial Way Lansing, MI 48917  
 Telephone: 517-323-8919 Fax: 517-323-8373

**AMOUNT DUE FROM (TO) EATON RAPIDS**

**108,395.70**

Due Date: 06/06/22

Fifth Third Bank - ACH & Wire Information  
 ACH - ABA Routing # 072400052 - Account # 7168131519  
 WIRE - ABA Routing # 042000314 - Account # 7168131519

		DAY AHEAD		REAL TIME		TOTAL \$\$\$
MISO ENERGY		MWH	\$\$\$	MWH	\$\$\$	
LOAD	LOAD	1,590.500	133,657.09	282.013	20,924.35	154,581.44
	GENERATION	-	-	-	-	-
BELLE RIVER	GENERATION	-	-	-	-	-
CAMPBELL	GENERATION	-	-	-	-	-
KALKASKA CT	GENERATION	-	-	-	-	-
BILATERALS	GENERATION	(643.200)	(54,887.24)	-	-	(54,887.24)
RENEWABLE	LANDFILL	(50.400)	(4,201.87)	8.044	577.07	(3,624.80)
	ESP WIND	(229.362)	(17,212.37)	-	-	(17,212.37)
	ESP SOLAR	(239.763)	(22,373.37)	17.127	1,229.65	(21,143.72)
	HYDRO/SOLAR	-	-	-	-	-
	SUBTOTAL	427.775	34,982.24	307.184	22,731.07	57,713.31
LMP	Purchase	443.207	35,503.38	305.888	22,768.72	-
	Sale	(15.432)	(521.14)	1.296	(37.65)	-
PJM ENERGY		MWH	\$\$\$			\$\$\$
AFEC	GENERATION	(281.836)	(23,421.07)			(23,421.07)
AFEC	PROJECT COST	Variable	8,610.09	Fixed	6,074.04	14,684.13
ORCHARD HILLS	LANDFILL	(10.751)	(851.74)			(851.74)
Subtotal						(9,588.68)
MISO OVERHEADS	ASSEMBLY I + II					322.44
	BELLE RIVER					-
	CAMPBELL					-
	PEGASUS					27.08
	ESP					590.59
Subtotal						940.11
ADDITIONAL ITEMS						
	BILAT CONTRACT COST	05/28/22	06/03/22	MWH	COST	
	PEGASUS CONTRACT COST	05/14/22	05/20/22	722.400	40,793.50	
	ASSEMBLY I CONTRACT COST	05/14/22	05/20/22	229.362	9,669.91	
	ASSEMBLY II CONTRACT COST	05/14/22	05/20/22	93.653	4,179.67	
		05/14/22	05/20/22	128.983	4,765.89	
	STAGE II ARR					-
	RAA CAPACITY CREDIT					(77.77)
	MVP DISTRIBUTION					(0.24)
	SCHEDULE 49					-
	MONTHLY TRANSMISSION	May-22				-
	MONTHLY TRANSMISSION	Prior Adjustments				-
	MONTHLY CAPACITY	May-22				-
	PEGASUS CURTAILMENT CHARGES					-
Subtotal						59,330.96

**TOTAL AMOUNT DUE FROM (TO) EATON RAPIDS**

**108,395.70**

S7	S14	S55	S105
05/14/22	05/07/22	03/27/22	02/05/22
05/20/22	05/13/22	04/02/22	02/11/22

INVOICE DATE:	06/07/22
DUE DATE:	06/13/22

**ENERGY SERVICES PROJECT**  
**MICHIGAN PUBLIC POWER AGENCY**  
809 Centennial Way Lansing, MI 48917  
Telephone: 517-323-8919 Fax: 517-323-8373

AMOUNT DUE FROM (TO) EATON RAPIDS

114,816.71

Due Date: 06/13/22

**Fifth Third Bank - ACH & Wire Information**  
ACH - ABA Routing # 072400052 - Account # 7168131519  
WIRE - ABA Routing # 042000314 - Account # 7168131519

<b>PJM ENERGY</b>		<b>MWH</b>	<b>\$\$\$</b>			<b>\$\$\$</b>
AFEC	GENERATION	(295,233)	(26,215.19)			(26,215.19)
AFEC	PROJECT COST	Variable	9,019.37	Fixed	6,074.04	15,093.41
ORCHARD HILLS	LANDFILL	(10,539)	(923.47)			(923.47)

### MISO OVERHEADS

ASSEMBLY 1 + II	35.26
BELLE RIVER	-
CAMPBELL	-
PEGASUS	12.31
ESP	457.55
Subtotal	505.12

### ADDITIONAL ITEMS

			MWH	COST
BILAT CONTRACT COST	06/04/22	06/10/22	861.600	46,914.46
PEGASUS CONTRACT COST	05/21/22	05/27/22	131.307	5,535.90
ASSEMBLY I CONTRACT COST	05/21/22	05/27/22	75.328	3,361.87
ASSEMBLY II CONTRACT COST	05/21/22	05/27/22	105.342	3,892.39

STAGE II ARR	-
RAA CAPACITY CREDIT	-
MVP DISTRIBUTION	(77.77)
SCHEDULE 49	-
MONTHLY TRANSMISSION	May-22
MONTHLY TRANSMISSION	Prior Adjustments
MONTHLY CAPACITY	May-22

PEGASUS CURTAILMENT CHARGES	-
	59,626.85

TOTAL AMOUNT DUE FROM (TO) EATON RAPIDS	114,816.71
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S7	S14	S55	S105
05/21/22	05/27/22	05/14/22	05/20/22
		04/03/22	04/09/22
		02/12/22	02/18/22



Pamela Colestock – Mayor  
William Steele – Mayor Pro Tem  
Suzanne Politza – Councilwoman  
Stacey Robison – Council-at-Large  
Ken Nicholas – Councilman

200 S. Main Street  
Eaton Rapids, MI 48827  
(517) 663-8118  
Fax (517) 663-1116

**[www.cityofeatonrapids.com](http://www.cityofeatonrapids.com)**

Vacant – City Manager  
Laura Boomer – City Clerk  
Larry Joe Weeks – Police Chief  
Roger McNutt – Fire Chief  
Marrie Jo Carr – Treasurer  
LeRoy Hummel – Building Official  
Lindsey Zeller – Quality of Life Director  
Rob Pierce – Public Works/Utilities Director  
Randy Jewell – City Assessor

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**MEETING DATE: 06/13/2022**

**To: Mayor and City Council**

**From: Rob Pierce**

**Submitted: 6/6/2022**

**Subject: Public Hearing for DWSRF Submittal**

**DEPARTMENT**

☐ Work Session

☒ Regular Meeting

**SUMMARY**

Announcement of intent to pursue the DWSRF, (Drinking water state revolving fund).

This fund is designed to help communities with capital improvements to their drinking water infrastructure, to ensure that a safe and robust system is maintained. C2Ae has performed the analysis of our infrastructure and identified some critical areas in need of replacement / improvement. This analysis has been submitted to the state (EGLE) Where it is currently being scored for the approval of said funding. If funding is awarded the state will determine the amount and the principal forgiveness and submit the information to the City of Eaton Rapids.

The information will be presented to Council where it will be determined if the City of Eaton Rapids accepts the funding.

**Budget**

**STAFF RECOMMENDATION/MOTION**

**LIST OF SUPPORTING DOCUMENTS**

**Presentation by C2Ae**

**Resolution to appoint an Authorized Representative**



Slide 1 (title)

Slide 2

### **EXISTING WATER SYSTEM INFO**

GROUNDWATER WELLS  
WATER TREATMENT PLANT  
AERATORS/ DETENTION TANK  
HIGH SERVICE PUMPS  
PRESSURE FILTRATION  
PROCESS CONTROLS  
WATER STORAGE  
WATER DISTRIBUTION SYSTEM

Slide 3

### **GROUNDWATER WELLS**

Table 3 Water Well Inventory			
Well No.	Pump Capacity	Head, Feet	Motor, H.P.
1	1,000	62	20*
3	200	178	15
4	250	196	15
5	180	106	15
7	700	70	20
8	430	60	20
*Well pump No. 1 outfitted with a gas engine and right angle drive.			

Slide 4

### **WATER TREATMENT PLANT**

- Principal plant uses two (2) aerators, two 2 high service filter feed pumps, three (3) dual-cell horizontal pressure filters
- Conventional detention – filtration method used for iron removal

Slide 5

### **AERATORS/ DETENTION TANK**

- Total of two (2) aerators with capacities of 1,500 GPM each
- The process of aeration oxidizes dissolved iron which is then filtered out later in the treatment process

Slide 6

### **HIGH SERVICE PUMPS**

- Total of two (2) vertical centrifugal high service pumps. Current pump ratings are 972 and 1,028 GPM.
- Pumps take suctions from the detention tank and discharge flow through the pressure filter and into the distribution system.

Slide 7

### **PRESSURE FILTRATION**

- Total of three (3) dual cell, horizontal pressure filters. Each with a bed area of 195 square feet. Assuming a loading rate of 3.0 GPM the capacity of the filters is 1,170 GPM.
- Pressure filters remove unwanted contaminants before they reach the distribution system.

Slide 8

### **PROCESS CONTROLS**

- The water plant high service pump control is based upon level in one of the two elevated storage tanks.
- Wells are started in a sequence set by the operators.
- Signals between the wells and elevated tank are transmitted via leased telephone lines.

Slide 9

### **WATER STORAGE**

- The city distribution system uses two (2) elevated storage tank. A 250,000-gallon tank and a 750,000-gallon tank.
- Each tank provides 61 psi of water pressure at the base location.

Slide 10

### **WATER DISTRIBUTION SYSTEM**

- The city water distribution system is comprised of cast iron, ductile iron, and cement-asbestos water main in sizes ranging from 2" to 12".
- 4" Water main replacement throughout the city will provide increased fire flow capacity

Slide 11

### **DRINKING WATER STATE REVOLVING FUND (DWSRF)**

WHAT IS IT?

PROJECT ELIGIBILITIES

TYPES OF ASSISTANCE

Slide 12

### **WHAT IS IT?**

- Program setup through the 1996 amendments to the Safe Drinking Water Act (SDWA).
- A relationship between the Environmental Protection Agency (EPA) and states to fund water system improvements.
- Congress sets the dollar amount to be allocated to the DWSRF, which is managed by the (EPA).
- The EPA awards each state a portion of the dollar amount as a grant (with a 20% match by the state).

Slide 13

### **WHAT IS IT?**

- Each state puts their awarded grant money with their match into a State Revolving fund (SRF).
- These funds are awarded to communities (typically as loans) to fund their water system improvements.
- The loan repayments (with interest) go back into the SRF to help fund future water system improvements in the state.

Slide 14

### **PROJECT ELIGIBILITIES**

- Improving drinking water treatment
- Repairing or replacing water mains
- Improving water supply sources
- Repairing, replacing, or constructing new storage tanks
- Any improvement that protects public health

Slide 15

### **PROJECT ELIGIBILITIES**

- States must award funds to projects that meet one or more of the following requirements:
  - 1) Addresses issues deemed the most dangerous to human health
  - 2) Addresses problems to ensure it complies with the Safe Drinking Water Act
  - 3) Systems that are in greatest need based on state affordability criteria



Slide 16

**TYPES OF ASSISTANCE**

- Loans – Interest rates must be set from 0 percent to market rate, with a 30 year repayment period (max).
- Refinancing
- Purchasing
- Guaranteeing local debt
- Purchasing bond insurance

Slide 17

**TYPES OF ASSISTANCE**

- States MAY award the money as/for the following:
  - 1) Grant
  - 2) Principal Forgiveness
  - 3) Negative Interest Rate Loans

Slide 18

**ELIGIBLE WATER IMPROVEMENTS FOR 2023**

HIGH SERVICE PUMP REPLACEMENT WITH A STAIR ADDITION

PRESSURE FILTER REPLACEMENT

4" WATER SERVICE MAIN REPLACEMENT (PRIORITY 1

Slide 19

**HIGH SERVICE PUMP REPLACEMENT WITH A STAIR ADDITION**

- At the water treatment plant the city intends to replace in-kind the three existing pressure filters as well as the high service pumps and add stairs to the top of the detention tank.
- PROJECTED COST - \$1,448,000

Slide 20

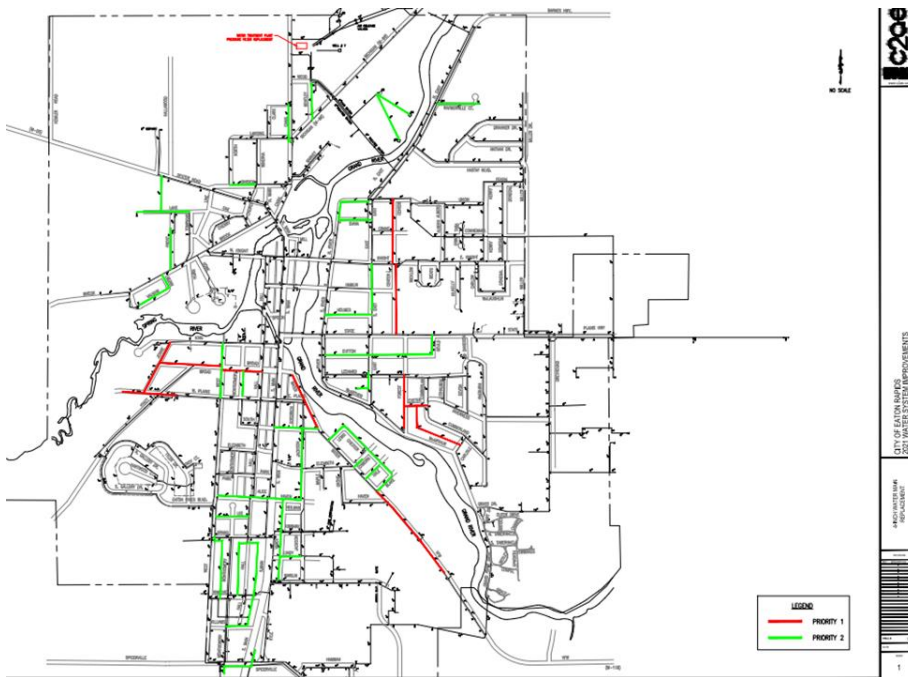
**PRESSURE FILTER REPLACEMENT**

- At the water treatment plant the city intends to replace in-kind the three existing pressure filters as well as the high service pumps and add stairs to the top of the detention tank.
- PROJECTED COST - \$2,926,500

Slide 21

#### **4-INCH WATER MAIN (PRIORITY 1) AND LEAD WATER SERVICE LINE REPLACEMENT**

- In order to improve fire flow and water service reliability, the 4-inch water service main need to be replaced.
- In the course of water main replacement, lead and galvanized service lines encountered during construction will be replaced from the main to the meter.



- Projected 4-inch water main replacement cost in present dollars – \$5,425,500
- Projected lead or galvanized service lead replacement cost in present dollars – \$480,000

Slide 22

#### **FUTURE PROJECTS (BEYOND 2023)**

#### **4-INCH WATER MAIN (PRIORITY 2) AND LEAD WATER SERVICE REPLACEMENTS**

Slide 23

#### **4-INCH WATER MAIN (PRIORITY 2) AND LEAD WATER SERVICE REPLACEMENTS**

- The City intends to continue to replace sections of 4-inch water main with 6-inch or 8-inch water main in the future as well as replacing any lead or galvanized service leads encountered during construction.
- Projected 4-inch water main replacement cost in present dollars – \$12,933,425
- Projected lead or galvanized service lead replacement cost in present dollars – \$2,040,000



Pamela Colestock – Mayor  
William Steele – Mayor Pro Tem  
Suzanne Politza – Councilwoman  
Stacey Robison – Council-at-Large  
Ken Nicholas – Councilman

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Laura Boomer – City Clerk  
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LeRoy Hummel – Building Official  
Lindsey Zeller – Quality of Life Director  
Rob Pierce – Public Works/Utilities Director  
Randy Jewell – City Assessor

**CITY OF EATON RAPIDS  
RESOLUTION 2022-06  
RESOLUTION ADOPTING THE FINAL PROJECT PLAN  
FOR WATER SYSTEM IMPROVEMENTS AND  
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

**WHEREAS**, the City of Eaton Rapids recognizes the need to make improvements to its existing water treatment and distribution system; and

**WHEREAS**, the City of Eaton Rapids authorized C2AE to prepare a Project Plan, which recommends the construction of;

1. Water Treatment Plant Pressure Filter Replacement
2. Water Treatment Plant High Service Pump Replacement
3. Lead Service Line Replacement
4. Replacement of smaller 4-Inch water mains at various locations throughout the city

**WHEREAS**, said Project Plan was presented at a Public Hearing on June 13, 2022 and all public comments have been considered and addressed;

**NOW THEREFORE BE IT RESOLVED**, that the City of Eaton Rapids formally adopts said Project Plan and agrees to implement the selected alternatives (Alternatives)

1. Water Treatment Plant Pressure Filter Replacement
2. Water Treatment Plant High Service Pump Replacement
3. Lead Service Line Replacement
4. Replacement of smaller 4-Inch water mains at various locations throughout the city

**BE IT FURTHER RESOLVED**, that the Public Works/Utilities Director, a position currently held by Robert Pierce is designated as the authorized representative for all activities associated with the projects referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Drinking Water State Revolving Fund Loan to assist in the implementation of the selected alternatives.

Moved by:

Seconded by:

Yeas (names of Members voting Yes):

Nays (names of Members voting No):

I certify that the above Resolution was adopted by the City of Eaton Rapids on June 13, 2022

BY: Laura Boomer  
Name

City Clerk  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Pamela Colestock – Mayor  
William Steele – Mayor Pro Tem  
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Randy Jewell – City Assessor

**A RESOLUTION 2022-07  
TO ADOPT A BUDGET  
FOR THE GENERAL MUNICIPAL PURPOSES OF  
THE CITY OF EATON RAPIDS  
FOR THE 2022-2023 FISCAL YEAR  
TO SET THE MILLAGE RATES TO BE LEVIED, AND  
TO APPROPRIATE FUNDS FOR SAID PURPOSES**

- WHEREAS,** the Uniform Budgeting and Account Act and Section 7.5 (a) of the Charter of the City of Eaton Rapids require that the City Council shall adopt a balanced budget, and
- WHEREAS,** the City Administration has delivered to the City Council a budget which this City Council finds to represent an equitable allocation of anticipated revenue to the various Funds, Departments, Boards, functions and activities, and
- WHEREAS,** Public Acts 40, 41, and 42 of 1995 provide that the City Council may set forth in the General Appropriations Act the total number of mills of ad valorem property taxes to be levied on real and personal property, and
- WHEREAS,** the maximum allowable millage that could be levied without a public hearing would be 9.4089 mills (8.5538 General Fund and .8551 Parks).
- WHEREAS,** on June 13, 2022, a Public Hearing was held in accordance with the Charter of the City of Eaton Rapids and the statutes of the State of Michigan for the purpose of soliciting comments on the proposed 2022-2023 Budget and the levy of ad valorem property taxes.

**NOW, THEREFORE, BE IT RESOLVED**, that this City Council does hereby declare this resolution to be Adopted which shall provide a Budget for the General Municipal Purposes of the City of Eaton Rapids for the Fiscal Year of 2022-2023 and to Set the Millage Rates to be Levied, and to Appropriate Funds for said Municipal Purposes, as provided below:

General Fund:	8.5538 mills
Parks - Extra Voted:	0.8551 mills
Utility Fund - Extra Voted Millage:	4.6679 mills

See Attached Budgets

**BE IT FURTHER RESOLVED**, that all expenditures set forth herein are appropriated for the purpose of the particular Fund and the particular Departments within the Funds and shall be expended in accordance with the provisions of the Uniform Budgeting and Account Act, and

**BE IT FURTHER RESOLVED**, that the investment of City funds shall comply with the provisions of Act 20 P.A. 1943, as amended, and

Council Person XXX Offered the foregoing Resolution and moved for its Adoption; the Resolution was Seconded by Council Person XXX.

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED.

---

Pamela Colestock, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Eaton Rapids City Council at a Regular meeting held on June 13, 2022.

---

Laura Boomer, City Clerk

# REVENUE & EXPENDITURE SUMMARY

<u>FUND</u>	<u>#</u>	<u>2022-2023</u> <u>Revenue Budget</u>	<u>2022-2023</u> <u>Expenditure Budget</u>
GENERAL FUND	101		
CITY COUNCIL	101-101	\$	35,175.00
CITY MANAGER	101-172	\$	46,950.92
CITY CLERK	101-215	\$	54,050.00
BOARD OF REVIEW	101-247	\$	500.00
CITY TREASURER	101-253	\$ 2,770,987.66	\$ 54,550.00
CITY ASSESSOR	101-257	\$ -	\$ 61,000.00
ELECTIONS	101-262	\$	17,250.00
BUILDING AND GROUNDS	101-265	\$	20,000.00
CEMETARY	101-276	\$ 30,200.00	\$ 123,250.00
UNALLOCATED ADM	101-299	\$ 10,000.00	\$ 222,600.00
POLICE DEPARTMENT	101-301	\$ 71,478.00	\$ 1,298,409.33
FIRE DEPARTMENT	101-336	\$	313,525.00
PUBLIC WORKS	101-441	\$ 80,000.00	\$ 763,050.00
STORM SEWERS	101-445	\$	3,250.00
AMBULANCE	101-651	\$	14,000.00
PLANNING COMMISSION	101-721	\$	950.00
ZONING BOARD OF APPEALS	101-722	\$	500.00
LIBRARY	101-790	\$	20,500.00
CAPITAL OUTLAY	101-901	\$	115,500.00
TRANSFERS IN	101-931	\$ 560,000.00	
FUND BALANCE	101-999	\$ 64,844.59	\$ 422,500.00
TOTAL GENERAL FUND		\$ 3,587,510.25	\$ 3,587,510.25
CEMETERY PERPETUAL CARE FUND	150	\$ 10,000.00	\$ 10,000.00

MAJOR STREETS FUND	202	\$	634,500.00	\$	634,500.00
LOCAL STREETS FUND	203	\$	183,500.00	\$	183,500.00
EATON COUNTY ROADS	204	\$	179,515.00	\$	179,515.00
ACT 302 FUNDS	207	\$	1,330.00	\$	1,330.00
PARKS & RECREATION FUND	208	\$	594,575.00	\$	594,575.00
4TH OF JULY	209	\$	9,000.00	\$	9,000.00
ARTS COUNCIL	217	\$	2,500.00	\$	2,500.00
RENTAL INSPECTION PROGRAM	218	\$	15,050.00	\$	15,050.00
CURB GRANT	220	\$	6,250.00	\$	6,250.00
DDA FUND	248	\$	152,633.00	\$	152,633.00
BUILDING DEPARTMENT FUND	249	\$	175,200.00	\$	175,200.00
LDFA FUND	280	\$	308,117.50	\$	308,117.50
AMERICAN RESCUE PLAN	285	\$	275,000.00	\$	275,000.00
DEBT SERVICE - WWTP TAX FUND	301	\$	703,021.00	\$	703,021.00
UTILITY FUND	598	\$	12,089,204.57	\$	12,089,204.57
MOTOR POOL FUND	611	\$	185,250.00	\$	185,250.00
			<u>\$ 19,112,156.32</u>		<u>\$ 19,112,156.32</u>





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William Steele – Mayor Pro Tem  
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Randy Jewell – City Assessor

**CITY OF EATON RAPIDS  
EATON COUNTY, MICHIGAN  
RESOLUTION 2022-08  
RESOLUTION TO ADOPT DEFICIT ELIMINATION PLAN**

WHEREAS (Parks and Rec Fund has a deficit fund balance on June 30, 2021; and

WHEREAS, 1971 PA 140 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury;

NOW THEREFORE, IT IS RESOLVED that the Parks and Rec Fund's legislative body adopts the following as the Parks & Rec Deficit Elimination Plan:

**City of Eaton Rapids Deficit Elimination Plan**

**Park & Rec - 2021**

Fiscal year ending June 30, 2021, the Parks & Rec Fund has a \$13,793 deficit in the fund balance. I have enclosed a copy of the 2021-2022 budget that shows an excess of \$152,882.00.

The Parks & Rec Fund has added additional sports programming which has increased income to the budget. Also, several of these programs have increased in participant involvement due to more families moving into the area.

The Parks and Rec fund also had an increase in their tax income.

Expenditures such as 4<sup>th</sup> of July fireworks are handled through donations and sometimes are reflected in the next fiscal budget.

Additional information may be obtained at City Hall.

<b><u>Parks and Rec</u></b>	<b><u>Year end</u> <u>2021</u></b>	<b><u>Budget for 2021-</u> <u>22</u></b>
<b>REVENUES</b>		
Property taxes	\$ 91,958.00	\$102,563.00
Licenses and Permits		
Intergovernmental		
State	\$ 21,628.00	\$ 20,000.00
Local	\$ 8,000.00	
Charges for services	\$ 13,687.00	
Interest	\$ 273.00	\$ 750.00
Other	<u>\$ 19,486.00</u>	<u>\$ 43,575.00</u>
<b>TOTAL REVENUES</b>	<u><b>\$155,032.00</b></u>	<u><b>\$166,888.00</b></u>
<b>EXPENDITURES</b>		
Current		
Recreation and culture	\$256,440.00	\$466,175.00
Debt Service		
Principal retirement	<u>\$ 12,676.00</u>	<u>\$ 12,000.00</u>
<b>TOTAL EXPENDITURES</b>	<u><b>\$269,116.00</b></u>	<u><b>\$ 566,675.00</b></u>
<b>EXCESS OF REVENUES OVER</b>		
<b>(UNDER) EXPENDITURES</b>	<u><b>\$(114,084.00)</b></u>	<b>\$(399,787.00)</b>
<b>OTHER FINANCING SOURCES</b>	\$ 100,000.00	\$ 400,000.00
<b>TOTAL OTHER FINANCING</b>		
<b>SOURCES</b>	<u><b>\$ 100,000.00</b></u>	<u><b>\$400,000.00</b></u>
<b>NET CHANGE IN FUND BALANCES</b>	\$ (14,084.00)	\$166,675.00
Fund balances, beginning of year	<u>\$ 291.00</u>	<u>\$ (13,793.00)</u>
Fund balance, end of year	<u><u>\$ (13,793.00)</u></u>	<u><u>\$ 152,882.00</u></u>

Moved by:  
Seconded by:  
Yeas:  
Nays:  
Absent:

**CERTIFICATE**

I, Laura Boomer, City Clerk for the City of Eaton Rapids, Michigan, certify this to be a true and complete copy of Resolution No. 2022-08, duly adopted by a vote of the Eaton Rapids City Council at their regular meeting on June 13, 2022.

Date: June 13, 2022

---

Laura Boomer, City Clerk

Pamela Colestock – Mayor  
William Steele – Mayor Pro Tem  
Suzanne Politza – Councilwoman  
Stacey Robison – Council-at-Large  
Ken Nicholas – Councilman

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Randy Jewell – City Assessor

---

## MEETING DATE:

To: Mayor and City Council

From: Department Head

Submitted: June 7, 2022

Subject: Special Event Application – Sharing Grace

## DEPARTMENT

☐ Work Session

☒ Regular Meeting

### **SUMMARY**

Sharing Grace is an organization that's mission is to help feed those who are food insecure. They would like to hold a fundraising event at the Martin Hansen Amphitheater on July 23, 2022 from 12:00 noon – 5:00 P.M. The fundraising event will include a food truck, live band, and family yard games. They are hoping for a total turn out of 100 or more, however they do not anticipate that that large of a gather will happen at one time but rather spread out during the 5 hours. They are asking for the noise ordinance to be waived since they are hosting a live band. No other special requests or accommodations are being made. A banner permit has also been completed to advertise for their event. The special events committee has reviewed and agrees with the event.

### **STAFF RECOMMENDATION/MOTION**

Recommendation to approve Special Event Application – Sharing Grace

### **LIST OF SUPPORTING DOCUMENTS**

**Special Event Application, Park Permit, Banner Permit**

# CITY OF EATON RAPIDS

200 S. Main Street  
Eaton Rapids, MI 48827  
(517) 663-8118  
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[www.cityofeatonrapids.com](http://www.cityofeatonrapids.com)

## Reservation and Special Event Permit Application

Complete this application and return it to City Hall at least 21 calendar days prior to the starting date of a type 1 event (less than 100 attendees), or 60 calendar days prior to the starting date of a type 2 event (greater than 100 attendees).

A \$20 deposit for a type 1 event, or \$50 deposit for a type 2 event must be paid at this time. The City of Eaton Rapids will schedule all events on a first-come, first-served basis. Where applicable, the City will notify the applicant of any additional deposit required. The event will not be confirmed until the City of Eaton Rapids approves this event.

1. Date of Event: July 23, 2027 Location: Ampitheater

2. Starting time of event: 12 pm Ending time of event: 5 pm

3. Sponsoring Organization: Sharing Grace

Address: 6044 S. Clinton Trail  
Eaton Rapids, MI 48827 Phone: 517-582-5599

Web Site: \_\_\_\_\_

4. Contact Person: Tara Stump Title: Co-Founder

Address: 6044 S. Clinton Trail, Eaton Rapids, MI 48827 Phone: 517-582-5599

E-mail: sharinggraceforall@gmail.com

5. Type of Event: ☐ City Operated Event ☐ Non-Profit Event

☐ Co-Sponsored Event ☒ For-Profit Event

☐ Political or Ballot Issue Event

Describe the planned event: Food Fundraiser for Sharing Grace  
which will <sup>help</sup> feed food insecure. Food vendors to set up  
at 2:30 for a 12-5 service. Possible band.  
Sharing Grace Information Table centrally located.

Anticipated number of attendees: Less than 100 attendees ☐

Greater than 100 attendees ☒

6. Annual Event: Is this event expected to occur next year? ☒ Yes ☐ No

If yes, you may reserve a date for next year with this application. To reserve dates for next year, please provide the following information: Third Saturday in July (July 15, 2023)  
Normal event schedule (e.g., third weekend in July):

Next year's specific dates: July 15, 2023

7. An Event Map must be attached. If your event will use streets and/or sidewalks or will use multiple locations, please attach a complete map showing assembly and dispersal locations and the route plan. Also show streets or parking lots that you are requesting to be blocked off.

8. Vendors: Food/Beverage Concessions? ☒ Yes ☐ No  
Other Vendors? ☐ Yes ☒ No  
If yes, refer to the Rules and Regulations for requirements.

9. Event Signs: Will this event include the use of signs? ☒ Yes ☐ No  
If yes, refer to the Rules and Regulations for requirements.

10. Parking: Are you requesting to charge for parking? ☐ Yes ☒ No  
If Yes, list the lots or locations where this parking is requested.

11. Alcoholic Beverages: Will alcoholic beverages be served? ☐ Yes ☒ No  
Who holds the Liquor Control Commission License? (Copy must be provided)  
\_\_\_\_\_

12. Other Requests: \_\_\_\_\_

13. Noise Ordinance: Request to be Waived? ☒ Yes ☐ No

14. Location: Permission has been granted by owner? ☐ Yes ☒ No

15. Certification and Signature: I understand and agree on behalf of the sponsoring organization that:

- A certificate of insurance must be provided which names the City of Eaton Rapids as an additional named insured party on the policy. (See the Rules and Regulations for insurance requirements)
- Event sponsors and participants will be required to sign Indemnification Agreement forms.
- If the event includes solicitation by workers standing in parking lots, the required safety requirements and use of traffic cones will be maintained at all times in accordance with the City's general policies and practices. The City does not allow standing in the street or making any solicitations from the street.
- All food vendors must be approved by the Eaton County Health Department, and each food and/or other vendor must provide the City with a certificate of insurance in an amount approved by the City which names the City as an additional insured party on the policy.
- The approval of this Special Event Permit may include additional requirements and/or limitations, based on the City's review of this application. The event will be operated in conformance within the Written Confirmation of Approval.

- f. The Sponsoring Organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City Services which may be rendered.
- g. INDEMNIFICATION: I agree and bind my organization to hold the City of Eaton Rapids harmless from any claim for damage or injury arising out of our activities in connection with this event. I understand that this agreement to indemnify is for any and all liability of the City of Eaton Rapids, including costs of defense and attorney fees arising from any activity on our part which is legally negligent, reckless or a violation of a legal duty owed by us to the City of Eaton Rapids or any third person.

As an authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Events Review Committee, the terms of the Written Confirmation of Approval, and all other City requirements, ordinances and other laws which may apply to this Special Event.

4-15-22  
Date

Tara Stump  
Signature of Sponsoring Organization's Agent

TARA STUMP  
Please Print Sponsoring Organization's Agent

Return this form to:

City of Eaton Rapids  
200 S. Main St.  
Eaton Rapids, MI 48827  
PH: 517-663-8118  
FX: 517-663-1116

Date Deposit Paid 4/20/22 CER Account #208-253-694.00

Date Rec'd by City of Eaton Rapids 4/20/22

Date Approved by City of Eaton Rapids \_\_\_\_\_



## City of Eaton Rapids

200 S. Main Street. Eaton Rapids, MI 48827. 517-663-8118

### Park Reservation Permit – Pavilion and Gazebo

☐ Pavilion #1 (Playground) ☐ Pavilion #2 ☐ Island Gazebo ☒ Other Amphitheater

**Paid permits are required for guaranteed use of the requested space and are non-refundable.**

All events on City property must obtain a permit for use. Please carry this permit with you at all times.

Permit Fee \$50

Donation to Parks & Recreation Fund

#### Contact Information

Contact Person: Tara Stump

Address: 6044 S. Clinton Trail

City/State/Zip: Eaton Rapids, MI 48827

Organization/Business: Sharing Grace

Phone: 517-582-5599

E-mail: sharinggraceforall@gmail.com

Date of Event: July 23, 2022 Start Time: Noon End Time: 5 PM

Description of Event: Festival at the Park. Food. Family. Fun. Focused on community involvement. Food truck vendors. Outdoor activities.

#### Permit Rules & Responsibilities

**INDEMNIFICATION:** I agree and bind my organization to hold the City of Eaton Rapids harmless from any claim for damage or injury arising out of our activities in connection with this event. I understand that this agreement to indemnify is for any and all liability of the City of Eaton Rapids, including costs of defense and attorney fees arising from any activity on our part which is legally negligent, reckless or a violation of a legal duty owed by us to the City of Eaton Rapids or any third party.

**INJURING PARK PROPERTY PROHIBITED:** It shall be unlawful for any person to injure, mar or damage in any manner any monument, ornament, fence, bridge, turf, seat, tree, fountain, shrub, flower, playground equipment, fireplaces or other public property within or pertaining to public parks. The applicant agrees to assume liability for any damages done to Park property as a result of this event.

**VEHICLES PROHIBITED:** No motor-driven cycle, motor vehicle or snowmobile shall be driven or operated in the public parks; except the operation of designated roadways and parking lots. With prior approval from the Parks Department, vehicle entry authorization is restricted to limited access areas.

**NO TOBACCO USE OR ALCOHOLIC BEVERAGES ARE ALLOWED IN THE PARK.** It shall be unlawful for any person to use tobacco or to bring into or drink in any City Park any alcoholic beverage.

*I have read this agreement carefully and know and understand its terms. I agree to supervise the conduct of the event to the best of my abilities and to the extent feasible and specifically, to supervise compliance of the event participants with the requirements and other regulations applicable to the use of City of Eaton Rapids Parks. I will comply with them and the laws of the State of Michigan and the City of Eaton Rapids. I agree to immediately report any suspicious activity to the Eaton Rapids Police Department at (517) 663-1111.*

Printed Name: TARA STUMP

Signature: Tara Stump Date: 5-4-22

Approval: \_\_\_\_\_ Date: \_\_\_\_\_



This fundraising event will have a food truck (Tommie's Family Catering) & Sharing Grace will sell hotdogs, chips, soda and a dessert. We will also have live music there as well as family friendly yard games and crafts for the community to do.

# CITY OF EATON RAPIDS

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[www.cityofeatonrapids.com](http://www.cityofeatonrapids.com)

## Banner Permit

**\*\$50 Non-refundable permit fee must be collected at time of application**

Organization: Sharing Grace

Contact Person: Tara Stump

Address: 16044 S. Clinton Trail, Eaton Rapids, MI 48827

Phone: 517-582-5599 Fax: \_\_\_\_\_

Email: sharinggraceforall@gmail.com

Please check one location:

S. Main Street, North of State Street \_\_\_\_\_

S. Main Street, North of Knight Street X

Installation Date: 7-5-22

Removal Date: 7-25-22

Banner to read: Sharing Grace Logo. Fundraising Event.

Ministry serving the food insecure. Help feed your community.  
Email address: OR Code

An overhead banner shall have a minimum bottom height of 18' above the pavement, shall not be placed closer than 10' on either side of traffic signals and shall not be placed so as to obstruct a clear view of traffic control devices.

**A banner shall be made of heavy-duty canvas or suitable material to withstand the wind and weather. It shall have a maximum length of 24'(feet) with grommets placed in all four corners and every 5'(feet) top and bottom. The maximum height of the banner shall be 30" (inches) and wind slits measuring 6" (inches) must be placed every 3'(feet) along the center of the banner.**

This permit must be signed and returned to the City at least three weeks before installation.

The banner shall be brought to City Hall at 200 S. Main St. at least 48 hours before installation.

Tara Stump

Signature

5-4-22

Date

TARA STUMP

Print Name

C.E.R. Permit Received: \_\_\_\_\_

MDOT Permit Issued \_\_\_\_\_



Pamela Colestock – Mayor  
William Steele – Mayor Pro Tem  
Suzanne Politza – Councilwoman  
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---

MEETING DATE: 06/13/2022

BUILDING DEPARTMENT

To: Mayor and City Council  
From: LeRoy Hummel, Building Official  
Submitted: 06/01/2022  
Subject: Land Divisions – Chester Streets

#### **SUMMARY**

The Planning Commission reviewed land divisions presented by Larry Nolan for land he owns on and Chester Street.

#### **STAFF RECOMMENDATION/MOTION**

Approve the land divisions.

#### **LIST OF SUPPORTING DOCUMENTS**

Planning Commission minutes

**Planning Commission Meeting**  
**May 2, 2022**

A regular meeting of the Planning Commission was held at City Hall, 200 S. Main Street on May 2, 2022, at 7:00 p.m.

Chair Vanek called the meeting to order at 7:00 p.m. Present were Chair Vanek and Commissioners Halsey, Wegner, Loftus, Hiltz, Wicker, Skinner, and Baker. DeGrow, was absent and excused.

Also in attendance were Building Official LeRoy Hummel.

Halsey moved, Hiltz seconded, PASSED, to approve the agenda as printed.

Wegner moved, Loftus seconded, PASSED, to approve the March 16, 2022 minutes as printed.

Public Comments: None

**Public Hearings:**

- a. Public Hearing to consider a request for review of a Lot Split Application for the following properties:

23-300-084-601-060-00 commonly known as 411 Lewis  
23-300-084-601-091-00 commonly known as 903 Chester  
23-300-084-602-030-00 commonly known as 904 Chester  
23-300-084-602-070-00 commonly known as 906 Chester  
23-300-084-603-050-00 commonly known as 908 Chester  
23-300-084-601-101-00 commonly known as 911 Chester

Skinner moved, Baker seconded, PASSED, to open the public hearing. The public hearing opened at 7:02 p.m. Larry Nolan appeared before the commission to review the application. Building Official Hummel provided additional clarification. There were no further questions or comments. Baker moved, Halsey seconded, PASSED, to close the public hearing. The Public Hearing closed at 7:54 p.m. The Commission discussed the request. Halsey moved, Skinner seconded, PASSED, to recommend the lot splits to City Council with the following conditions:

1. Parcel 1- tabled because of possible sale to 807 Water. Need to determine size.
2. Parcel 2- minus 20' on SE side to be added to parcel 3 (see drawing).
3. Parcel 3- add 20' on NW side from parcel 2.
4. Parcel 4- minus 7.5' from SE side to be added to parcel 5.
5. Parcel 5- add 7.5' to NW side from parcel 4 and add 10' to SE side from parcel 6.
6. Parcel 6- minus 10' from NW line to be added to parcel 5.
7. Parcel 7- existing
8. Parcel 8- existing
9. Parcel 9- as shown
10. Parcel 10- as shown
11. Parcel 11- as shown
12. Parcel 12- as shown

Old Business:

- a. Developer Lynn Ball advised the Planning Commission that he has switched direction with the proposed development on Oakridge Dr. He no longer wants to develop a subdivision. He wants to build a private road with 4 lots to achieve financial success. Co-Developer Ben Colestock advised he would like to demolish an existing house on Oakridge and use the existing well and drain field when he rebuilds.

New Business: None

Reports:

Building Official Hummel advised Planning Commission of the City Attorney's opinion.

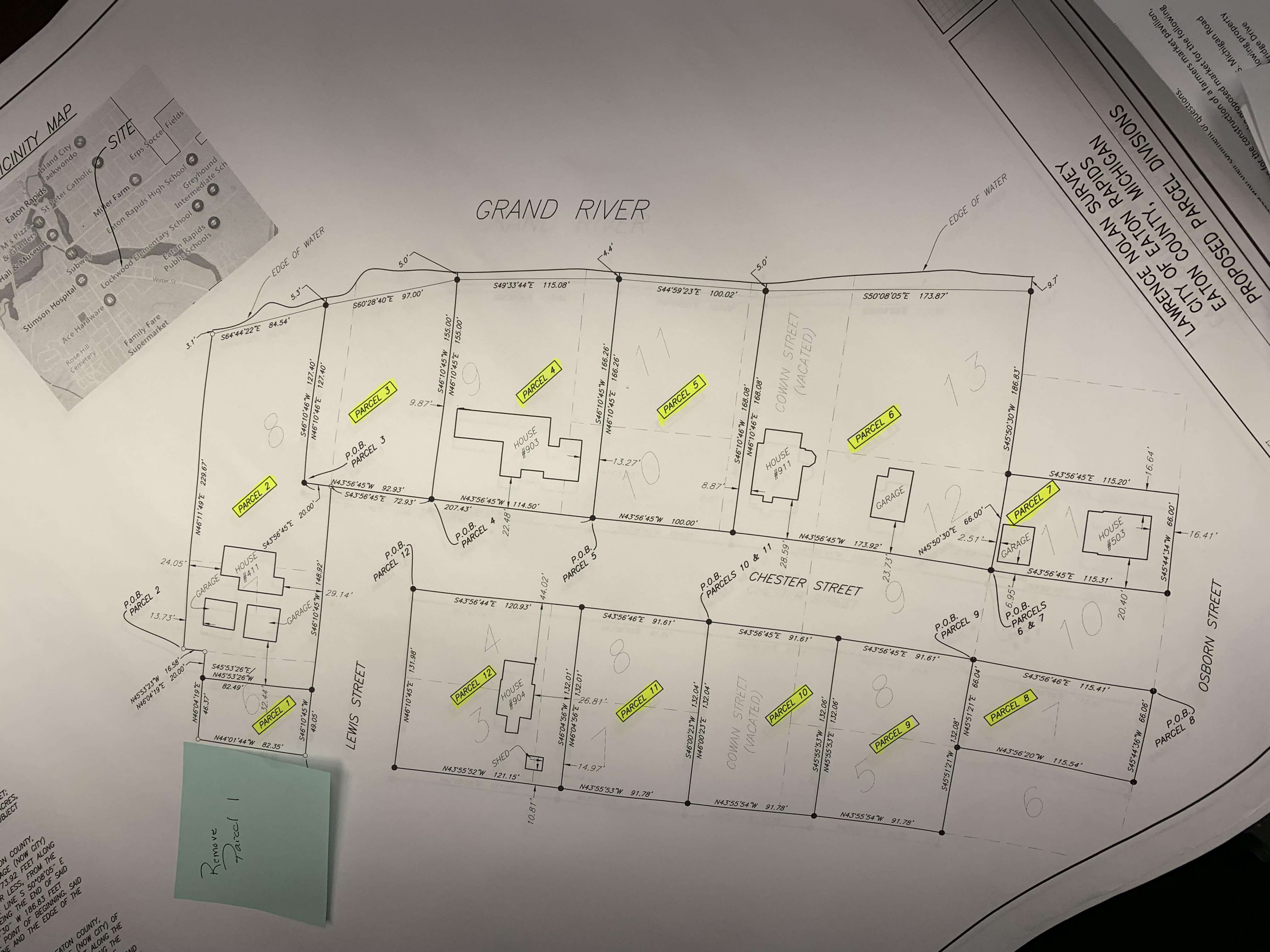
Wicker moved, Halsey seconded, PASSED, to adjourn.

Meeting adjourned at 9:03 p.m.





73.92 FEET ALONG  
R LINE S 50°08'05" E  
30" W 186.83 FEET  
POINT OF BEGINNING. SAID  
VE AND THE EDGE OF THE



Remove Parcel 1

GRAND RIVER

PROPOSED PARCEL DIVISIONS  
LAWRENCE NOLAN SURVEY  
CITY OF EATON RAPIDS  
EATON COUNTY, MICHIGAN

OSBORN STREET





Pamela Colestock – Mayor  
William Steele – Mayor Pro Tem  
Suzanne Politza – Councilwoman  
Stacey Robison – Council-at-Large  
Ken Nicholas – Councilman

200 S. Main Street  
Eaton Rapids, MI 48827  
(517) 663-8118  
Fax (517) 663-1116

**[www.cityofeatonrapids.com](http://www.cityofeatonrapids.com)**

Susan Montenegro – City Manager  
Laura Boomer – City Clerk  
Larry Joe Weeks – Police Chief  
Roger McNutt – Fire Chief  
Marrie Jo Carr – Treasurer  
LeRoy Hummel – Building Official  
Lindsey Zeller – Quality of Life Director  
Rob Pierce – Public Works/Utilities Director  
Randy Jewell – City Assessor

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**MEETING DATE: 05/23/2022**

**To: Mayor and City Council**

**From: Larry Joe Weeks, Chief of Police**

**Submitted: 05/05/2022**

**Subject: Ford Motor Credit Financing of Police Vehicle**

**POLICE DEPARTMENT**

☒ **Work Session**

☒ **Regular Meeting**

**SUMMARY**

We have a fully marked and equipped 2016 Ford Police Utility (purchased in 2015) vehicle that is scheduled for replacement in the 2022-2023 budget year. The new 2022 Ford Police Utility vehicle has been ordered with its expected delivery in fall of 2022. The vehicle has been budgeted for in the current 2022-2023 budget. Historically, the Treasurer and prior City Managers have preferred the lease to own option to minimize the impact on the budget within a single budget year.

The total cost of the vehicle, extended warranty, equipment and installation of equipment is \$50,291.00. The attached document from Ford Municipal Finance lays out the financing offer for this vehicle. Essentially, it's a three-year financing at 6.99% with a payment of \$18,102.26 per year. Ford Municipal Finance demands the local governments approval and I must submit a copy of the approved budget and the minutes from the meeting approving the financing to be able to move forward.

The 2016 Ford Police Utility will be stripped of its markings and retained for use. With the addition of a detective and the SRO position we will need the additional car for administrative purposes once we are fully staff. In the event the vehicle because a maintenance issue, we will sell it.

**STAFF RECOMMENDATION/MOTION**

**A motion to approve the financing of the 2022 Ford Police Interceptor Utility through Ford Municipal Finance as quoted.**

**LIST OF SUPPORTING DOCUMENTS**

**Financing Quote**

**Financing Application**





**FORD CREDIT**  
Municipal Finance

1 American Road, MD 7500  
Dearborn, Michigan 48126  
1-800-241-4199, press 1

## Finance Application for Schedule #9212902

May 2, 2022

Municipality: City of Eaton Rapids  
Dealer: Signature Ford Lincoln Mercury  
Attn: Larry Joe Weeks

Thank you for choosing Ford Motor Credit Company for your financing. Below is a review of how we will proceed with the financing of your new vehicle(s).

Description	Unit Price
2022 Ford Police Interceptor Utility w/equipment	\$50,291.00

Total Asset Cost	\$50,291.00
Underwriting Fee	\$545.00
Amount Financed	\$50,836.00
Number of Payments	3
Payment Timing	Annual
Rate	6.99000
Payment Amount	\$18,102.26

In order to begin the approval process, please email the following document to [jdoty@ford.com](mailto:jdoty@ford.com):

- ☐ The completed Municipal Finance Application (attached). This one document also needs to be mailed to the address above.
- ☐ Proof of Appropriation (we need ONE of the following):
  - ☐ Board Meeting Minutes showing approval of vehicle(s) purchase
  - ☐ Approval of Budget with the Budget line item highlighted
  - ☐ Letter on your letterhead stating the vehicles are approved for purchase
- ☐ The most recent Audited Financial Statement
- ☐ A copy of your Tax-Exempt Certificate, if applicable.

The rate on this deal will expire on 7/1/2022. If the closing does not occur prior to the expiration date, the rate is subject to change.

Until financing has been approved, this is not a commitment by Ford Motor Credit Company to finance the above. It was prepared assuming the Municipality qualifies for Federal Income Tax Exempt Status for Ford Motor Credit Company, LLC under Section 103 of the IRS Code.

Should you have any questions, please contact me.

Sincerely,

*Janet Doty*

Janet Doty  
Marketing Coordinator  
[jdoty@ford.com](mailto:jdoty@ford.com)  
1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.



**FORD CREDIT**  
Municipal Finance

# MUNICIPAL FINANCE EQUIPMENT LEASE-PURCHASE APPLICATION

Schedule # 9212902

1. Legal Name of Municipality ("Lessee")	CITY of EATON Rapids
2. 9 Digit Federal ID Number	38-6004609
3. Street Address	200 S. MAIN ST
4. City, State, Zip Code	EATON Rapids, MI 48827
5. County	EATON
6. What is the name of the department using the vehicle(s)/equipment and for what purpose?	Police Department
7. How many units currently perform this function?	4
8. Does this equipment replace previous equipment?	<input checked="" type="checkbox"/> Yes → When was the previous equipment purchased? 2016 <input type="checkbox"/> No → What is the reason for the new equipment?
9. Will the payments come from the General Fund?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No → Please indicate the name of the Fund
10. Accounts Payable Contact Information	Name: MARC JO CARP Telephone: 517-237-3809 Email: MJCARP@CITYOFEATONRAPIDS.COM
Billing address if different from above	
11. Attorney Contact Information	Name: HARKNESS LAW - COLLEN HARKNESS Telephone: 517-381-7461 Email: COLLEN@HARKNESSLAW.PLC.COM
<b>DOCUMENTATION</b>	
Please submit the following documents with this application:	
12. A copy of the Board Resolution or Meeting Minutes showing proof of appropriation;	
13. The most recent audited financial statements;	
14. Budget appropriation for the current year highlighting the line item from which the first payment will be made;	
15. A copy of your Tax-Exempt Certificate, if applicable; and,	
16. A copy of your insurance binder if requested financing is over \$250,000.	
<b>CERTIFICATION</b>	
I, the undersigned, certify that:	
1. Lessee has appropriated funds for the first payment.	
2. Lessee has followed all required purchasing procedures regarding the award of the proposed contract.	
3. Lessee has the requisite authority to execute, deliver and perform its obligations under the proposed contract.	
4. The execution, delivery and performance by Lessee of the proposed contract have been duly authorized by all necessary actions on its behalf.	
<b>THE SIGNATURE LINE BELOW IS TO BE SIGNED BY A PERSON DULY AUTHORIZED BY THE GOVERNING BODY TO EXECUTE THE PROPOSED CONTACT ON BEHALF OF THE LESSEE</b>	
Print Name AND Title of authorized Official to sign contract	Wet-Ink Signature of Authorized Official
Larry Joe Weeks, Chief of Police	



Pamela Colestock – Mayor  
William Steele – Mayor Pro Tem  
Suzanne Politza – Councilwoman  
Stacey Robison – Council-at-Large  
Ken Nicholas – Councilman

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Vacant – City Manager  
Laura Boomer – City Clerk  
Larry Joe Weeks – Police Chief  
Roger McNutt – Fire Chief  
Marrie Jo Carr – Treasurer  
LeRoy Hummel – Building Official  
Lindsey Zeller – Quality of Life Director  
Rob Pierce – Public Works/Utilities Director  
Randy Jewell – City Assessor

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## MEETING DATE: 06/13/2022

To: Mayor and City Council

From: Larry Joe Weeks, Chief of Police & Utilities Director Rob Pierce

Submitted: 06/03/2022

Subject: Dewpoint Managed Services Agreement Renewal

## DEPARTMENT

☒ Work Session

☒ Regular Meeting

### SUMMARY

The City of Eaton Rapids contracted with Dewpoint two years ago to provide IT support services throughout the city. At the time it was a transition from another vendor. The current agreement expires on August 31<sup>st</sup>, 2022 with the final invoice being sent July 31<sup>st</sup>, 2022. The managed services agreement allows for up to two, one-year extensions as outlined on the Eaton Rapids Managed Services Statement of Work (SOW) document that is attached (pg 33).

With the contract due to expire City Council can choose to extend the contract for one year at a cost of \$4257.77 per month (down from \$4777.24, due to transition fees dropping off). Or, choose to send notice of intent to cancel the contract and seek another vendor.

### STAFF RECOMMENDATION/MOTION

Utilities Director Pierce and I have reviewed the contract and are recommending council approve a one-year extension.

**A motion to approve a one-year extension of the Dewpoint Managed Services Agreement at a cost of \$4257.44 per month.**

### LIST OF SUPPORTING DOCUMENTS

**City of Eaton Rapids Managed Services Agreement**

**Eaton Rapids Managed Services Statement of Work**

# **CITY OF EATON RAPIDS**

## ***MANAGED SERVICES STATEMENT OF WORK***



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### **Dewpoint**

Michael Coyne

Account Executive

[mcoyne@dewpoint.com](mailto:mcoyne@dewpoint.com)

517.331.0715

March 20, 2020

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## OVERVIEW

This Statement of Work (SOW) outlines the Infrastructure Managed Services provided by Dewpoint to the City of Eaton Rapids ("City").

## DEWPOINT DELIVERABLES

### MANAGED SERVICES SUPPORT

Dewpoint Infrastructure Managed Services includes the following deliverables for the existing environment and locations included in the SOW.

Category	High-Level Services
<b>Service Desk Support</b>	<ul style="list-style-type: none"> <li>• Phone and Portal Access</li> <li>• Remote Takeover Support</li> <li>• IT Service Management</li> </ul>
<b>Desktop Support</b>	<ul style="list-style-type: none"> <li>• Breakfix Support</li> <li>• Warranty Service</li> <li>• Software Support</li> <li>• Deskside Software Support</li> <li>• Install, Move, Add, Change Support</li> <li>• Patch Management</li> <li>• Software Reporting</li> <li>• Image Management</li> <li>• Auto Discovery Asset Tracking</li> </ul>
<b>Office 365 Services</b>	<ul style="list-style-type: none"> <li>• Subscription Administration</li> <li>• Capacity Administration</li> </ul>
<b>Data Center Services</b>	<ul style="list-style-type: none"> <li>• Operating System (OS) Administration</li> <li>• Patch Management</li> <li>• System Security Maintenance</li> <li>• Server Network Configuration</li> <li>• Capacity Management</li> <li>• Storage Support</li> <li>• Backup Support</li> </ul>
<b>Network Services</b>	<ul style="list-style-type: none"> <li>• Operations and Engineering Support</li> <li>• Configuration Backup and Restore</li> <li>• Network Administration</li> <li>• DNS Management</li> <li>• IP Address Management</li> <li>• IP Traffic Management</li> <li>• Capacity Management</li> <li>• Wireless Network Management</li> </ul>

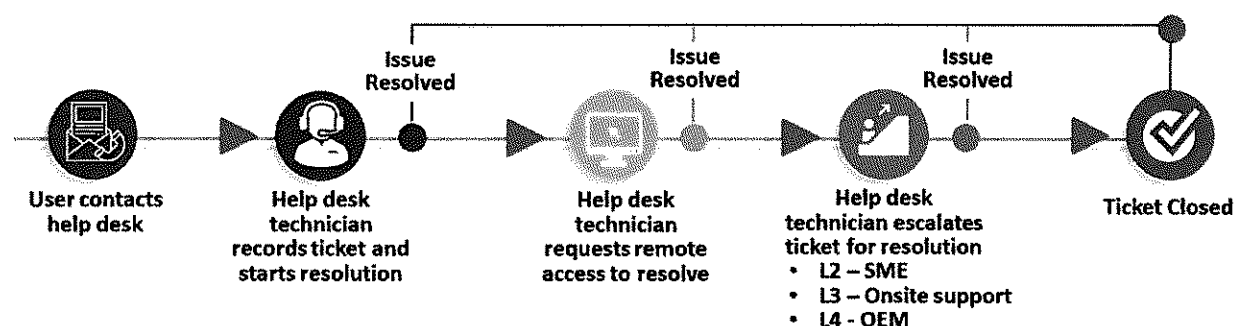
Category	High-Level Services
Security Services	<ul style="list-style-type: none"> <li>• Firewall Management</li> <li>• Centrally Managed Anti-Virus Support</li> </ul>

## SERVICE DESK SUPPORT

### SERVICE DESK SERVICES

Dewpoint will provide a Single Point of Contact (SPOC) to perform services including recommending, developing, and maintaining procedures for the Help Desk and providing coordination of in scope incidents, requests and reporting. Figure 1 shows the support steps with definitions provided below.

Figure 01. Service Desk Issue Resolution



#### Support level definitions include:

- **Level 1 Support** - The initial support level responsible for basic end user issues
- **Level 2/3 Support** - More in-depth technical support level utilizing experienced and personnel knowledgeable on a product or service such as system administrators or onsite desktop technicians
- **Level 4 Support** - Original Equipment Manufacturer (OEM) or Vendor support groups support level

The same process is used for hardware, software and Installation, Move, Add and Change (IMAC) support.

### Phone and Portal Access

Dewpoint's Service Desk Support includes both phone (by calling 517.993.9921) and web portal access for end users to submit a trouble ticket.



## **Remote Takeover Support**

For software-related issues or requests, Dewpoint will leverage our remote capabilities to resolve the issue, prior to dispatching a technician to the end user's desk. To provide this service, Dewpoint assumes all City devices are accessible through the network to enable remote management and Dewpoint will have administrative rights to the devices.

## **IT SERVICE MANAGEMENT**

Dewpoint uses Information technology infrastructure library (ITIL) based service management functions including Incident Management, Problem Management, Change Management and Knowledge Base.

### **Service Catalog**

As part of Service Desk Services, Dewpoint provides basic functionality of a service catalog. Accessed through the service portal, the service catalog is a set of predefined requests allowing the City to make requests with minimum required information. Included in this service Dewpoint provides the following service catalog items:

- Employee Onboarding
- Employee Exit/Offboarding
- Generic Service Requests (peripheral requests such as a new mouse, etc.)
- Generic Incident (broken laptop)

### **Incident Management**

Includes timely identification, diagnosis and resolution of incidents. Through ongoing incident analysis, it reduces the number of incidents interrupting the conduct of business.

### **Problem Management**

Dewpoint will use ITIL problem management to prevent problems and resulting incidents from happening, eliminate recurring incidents, and minimize the impact of incidents that cannot be prevented.

### **Change Management**

Ensures standardized methods and procedures are used for efficient and prompt handling of all changes related to the IT infrastructure to minimize the number and impact of any related incidents. Change management can ensure standardized methods, processes and procedures are used for all changes, and maintain the proper balance between the need for change and the potential detrimental impact of the changes.

### **Knowledge Base**

Dewpoint will build a knowledge base based on City specific information and periodically update to reflect new and current issues related to the City. City end users will be provided

access to the knowledge base which includes self-help documents and Frequently Asked Questions (FAQs) enabling users to resolve many PC related issues prior to submitting a ticket.

## SERVICE DESK SUPPORT ROLES AND RESPONSIBILITIES

The following tasks are in-scope:

Service Desk Support Roles and Responsibilities	Dewpoint	City
Develop, document and maintain the Single Point of Contact (SPOC) Standards and Procedures Manual that meet City requirements and adheres to City policies	X	
Review and approve SPOC procedures		X
Provide SPOC call-in access for all Service Desk Services	X	
Provide SPOC engagement procedures and coordination for all Incident reports and service requests	X	
Record and redirect out-of-scope Incidents and service requests	X	
Provide additional resources (as needed) during planned and unplanned critical events	X	
Provide and maintain escalation contact list(s) for City contacts		X
Maintain and provide escalation contact list(s) for all services (including Third Parties such as vendors and service providers)	X	
Provide end-user or manager online/portal access to Incident and Service Requests	X	
Develop and execute procedures for conducting End-User Satisfaction surveys in accordance with the Service-Level Requirements	X	
Review and approve procedures for conducting End-User Satisfaction surveys		X
Maintain a Continuous Service Improvement (CSI) program that improves Service Desk Service delivery	X	
Gather appropriate information for the ticket and refer to Prioritization Procedures for appropriate setting of priority for the ticket	X	
Resolve the incident per knowledge base procedures. If unable to resolve, escalate the incident to the appropriate team	X	
As requested by the end user, provide status of the ticket	X	
Follow defined escalation procedures	X	
<b>SERVICE CATALOG</b>		
Enter service catalog item request		X
Action request	X	
Record and redirect out-of-scope service requests	X	
Create base service catalog items	X	
Troubleshoot issues with base service catalog items	X	

Service Desk Support Roles and Responsibilities	Dewpoint	City
<b>INCIDENT MANAGEMENT</b>		
Incident investigation, diagnosis and resolution for in-scope devices	X	
Escalate incidents as necessary based on pre-defined criteria - elapsed times, incident priority, and complexity	X	
Incident resolution and recovery for in-scope devices will be prioritized based on the impact/urgency table	X	
Support a work around solution to bring business back to normal with minimum downtime and resolve the issue	X	
Perform notification and escalation to City management	X	
Update the City about the issue with approximate time of resolution	X	
Update management about issue resolution	X	
Notify end users regarding status of issue resolution		X
<b>PROBLEM MANAGEMENT</b>		
Problem investigation and diagnosis for in-scope devices	X	
Problem escalation and coordination	X	
<b>CHANGE MANAGEMENT</b>		
Provide Change Management process	X	
Participate in Change Management process		X
Record and classify change requests	X	
Submit change request for CAB Approval	X	
Provide the approval of change request		X
Perform Change Impact Analysis	X	
Develop Change implementation plan	X	
Develop Change communication plan		X
Develop roll back plan	X	
Develop test plan	X	
Deploy Changes	X	
Perform post implementation review	X	
<b>KNOWLEDGE BASE</b>		
Create knowledge base with City specific articles	X	
Update knowledge base with known errors/resolutions, technical documentation and procedures	X	
Provide end users access to the knowledge base	X	

## DESKTOP SUPPORT

Dewpoint will provide end user “break-fix support” for in-scope hardware and software, as well as Installation, Move, Add and Change (IMAC) services. For all incidents that cannot be resolved remotely, Dewpoint will dispatch a Desktop Technician to resolve the incident on-site. The in-scope tasks are described below.

## BREAK-FIX SUPPORT

Dewpoint will provide technical diagnosis and repair of defective equipment for in-scope devices. Problems can be identified either through system tools or by the end user. A City user experiencing an equipment problem contacts the Dewpoint Service Desk or creates an incident in the portal. The service agent works to identify the hardware problems asking troubleshooting questions with the user.

The hardware repair services include diagnostics for in scope devices to resolve hardware-related failures, issues and coordination with any third parties or Original Equipment Manufacturers (OEMs) for warranty repairs. Dewpoint will utilize the City’s current personal computer (PC) warranties and hardware support. The City will own and supply all PC spares and peripherals to support the service including storing the spares.

## WARRANTY SERVICE

Dewpoint will work with the City to identify third parties to perform warranty service on in scope devices. OEM warranty service offerings differ by manufacturer, but generally include parts free of charge if warranty service is performed within the terms set forth by the manufacturer. After City provides warranty status information about the in-scope equipment, Dewpoint will take full responsibility for OEM warranty management for all eligible units and notify the City when warranties are expiring.

## SOFTWARE SUPPORT

Dewpoint’s software problem resolution covers incidents that cannot be resolved through remote access or by telephone for commercial off-the-shelf (COTS) software, licensed operating systems and specific City core applications.

## DESKSIDE SOFTWARE SUPPORT

Dewpoint may need to dispatch an on-site technician to support software by providing problem diagnosis and resolution for licensed, authorized operating systems and application software residing on authorized devices. This support provides for on-site diagnosis and resolution of software problems of applicable software functionality, when the service desk is unable to effectively resolve the problem remotely.

## INSTALL, MOVE, ADD, CHANGE SUPPORT

IMAC support comprises installing, moving, adding, and changing desktop PC systems, parts, and peripherals. Service desk agents will work with City designated “smart hands” resources to complete the IMAC requests. Dewpoint will work with the City to develop standard processes for the execution of IMACs for the City’s IT environment.

## PATCH MANAGEMENT

Dewpoint will deploy patch management software to City workstations. This will include system discovery; identifying the required updates; deploying relevant patches, hotfixes, security updates and patch reports on Windows Operating Systems.

## SOFTWARE REPORTING

Dewpoint will perform auto discovery software reporting on City workstations providing a report with software details including vendor name and installation date.

## DESKTOP SUPPORT ROLES AND RESPONSIBILITIES

The following tasks are in-scope:

Desktop Support Roles and Responsibilities	Dewpoint	City
<b>GENERAL REQUIREMENTS</b>		
Communicate local desk-side services and standards for supporting the City end user requirements and platform standards	X	
Review and approve recommendations for services and standards for supporting the desktop/end users		X
Request procurement of desktop and laptop hardware, software and peripherals (printers, copiers, scanners, etc.)		X
Procure desktop and laptop hardware, software and peripherals (printers, copiers, scanners, etc.)		X
Own and maintain licensing/support for hardware.		X
Deploy and support desktop and laptop hardware	X	
Deploy and support network-attached printers, copiers, scanners, and fax devices	X	
Deploy and support locally attached printers, storage devices and miscellaneous peripherals	X	
Perform and support hardware and software IMACs, re-installations, updates and downloads for in-scope end-user devices	X	
Establish, procure, own and maintain appropriate equipment sparing requirements and spares inventory levels to meet Service Level Requirements for End User Technical Support		X

Desktop Support Roles and Responsibilities	Dewpoint	City
Provide coordination of Break/Fix for in-scope end-user devices for hardware and system diagnosis and repair	X	
Purchase and manage paper/forms/consumables		X
Install consumables for printers		X
<b>PATCH MANAGEMENT</b>		
Monitor and identify Windows Operating System patches	X	
Analyze patches and assign patch priority for Windows systems	X	
Participate in change or release process	X	
Participate in change or release process		X

## IMAGE MANAGEMENT

Image Management is the methodology for the deployment of PC or laptop software using a combination of processes including Commercial off the Shelf (COTS) programs, and automation utilities. This provides desktop operating system (OS), software packages, patches and upgrades automatically with little or no user intervention.

### Image Management Roles and Responsibilities

The following tasks are in-scope:

Image Management	Dewpoint	City
<b>IMAGE MANAGEMENT ROLES AND RESPONSIBILITIES</b>		
Set up Image Management platform	X	
Work with the City to define standard workstation Software image requirements	X	
Create and Test OS packages	X	
Create and test software packages	X	
Conduct User Acceptance Tests of updated standard workstation image(s)		X
Deploy OS packages	X	
Deploy software packages	X	

## AUTO DISCOVERY ASSET TRACKING

Dewpoint will implement asset tracking software and its complement of functions to create and manage an IT Asset Inventory for in scope devices that are auto discoverable. The asset tracking software will be used to manage both the hardware and software aspects of the IT Asset Inventory.

## Asset Tracking Roles and Responsibilities

The following tasks are in-scope:

Asset Tracking Support	Dewpoint	City
<b>IT ASSET TRACKING ROLES AND RESPONSIBILITIES</b>		
Track in-scope devices that are IP discoverable	X	
Perform changes as needed to hardware detail through IMACs in the IT Service Management tool	X	
Provide and maintain a hardware asset tracking system	X	
Provide monthly asset tracking reporting	X	

## OFFICE 365 SERVICES

As part of the transition, Dewpoint will migrate the City of Eaton Rapids email service to Office 365. This effort will allow the City to eliminate its dependency on the "MailEnable" system used today and resolve many of the challenges the current hosted mail system creates for the City (such as sync between desktop and cell phone email correspondence). The City will be responsible for procuring O365 licensing of at least G1 subscription.

Dewpoint's Office 365 Support Service provides overall management of the City's Office 365 environment. Standard capabilities are outlined below.

### SUBSCRIPTION ADMINISTRATION

Planning and coordination of service installation, modification or removal, identity and access management, testing, daily operations, troubleshooting, and maintenance of the City's Office 365 Subscription.

### CAPACITY MANAGEMENT

Ensures capacity of all cloud resources are matched to the current and future agreed needs of the business. This includes licenses and other Office 365 subscriptions/add-ins.



## OFFICE 365 SERVICES ROLES AND RESPONSIBILITIES

The following tasks are in-scope:

Office 365 Services	Dewpoint	City
<b>SUBSCRIPTION ADMINISTRATION</b>		
Report on Users and Roles within the O365 environment	X	
Confirm that Users and Roles are appropriate		X
Add/remove/edit Users and roles as requested	X	
Add/remove/edit O365 subscriptions/add-ins as requested	X	
Day to day management of O365 environment (Passwords, Mailbox Resources, Permissions, etc.)	X	
Manage O365 security capabilities such as Exchange Online Protection (EOP), Advanced Threat Protection (ATP) and Threat Management (Anti-Spam, Anti-Malware, Quarantine, etc.)	X	
<b>CAPACITY MANAGEMENT</b>		
Monitor O365 subscriptions/add-ins capacity and report monthly	X	
Review and approve O365 subscriptions/add-ins changes	X	
Provide forecast subscriptions/add-ins requirements plan		X
Analyze and report subscriptions/add-ins trends meeting with City on a monthly basis to discuss results	X	
Recommend alternative configurations and potential solutions when applicable	X	
Make final determination of additional capacity requirements		X

## DATA CENTER SERVICES

Dewpoint's Server Support Service operates in conjunction with the Service Desk. The resources provide a joint leveraged team integrating the local and remote delivery models (typically administration, configuration or incident related issues where additional expertise is needed) to provide support for City systems. Using automated server monitoring tools allows for the reduction of down-time, increase the efficiencies of the monitored in-scope application and Dewpoint's leveraged technicians.

## OPERATING SYSTEM (OS) ADMINISTRATION

Planning and coordination of installation, testing, daily operations, troubleshooting, and maintenance of Windows and Linux based operating systems.



## PATCH MANAGEMENT

Identification, testing, packaging, and deployment of required security updates, operating system patches, and other updates associated with the supported operating system.

## SYSTEM SECURITY MAINTENANCE

Perform basic security functions for in-scope Operating Systems based on City standards and respond to security incidents and alerts.

## SERVER NETWORK CONFIGURATION

Validate systems are configured for appropriate network connectivity. This includes minor adjustments and reconfigurations as required by the enabling infrastructure and the ongoing maintenance of network configurations.

## CAPACITY MANAGEMENT

Ensure capacity for all server resources exist and is matched to the current and future agreed needs of the business.

## STORAGE SUPPORT

Perform the day-to-day management for the City storage environment. This includes storage administration, patch management, storage security maintenance, storage network configuration, problem resolution and troubleshooting.

## BACKUP SUPPORT

Dewpoint will back up the on-premise servers. Also monitor and re-initiate the failed backups, perform simple file level restores, first level troubleshooting of failed backups, backup configuration for new systems, monitoring backup status and troubleshooting backup errors.

## DATA CENTER ROLES AND RESPONSIBILITIES

The following tasks are in-scope:

Data Center Infrastructure Support	Dewpoint	City
<b>OS ADMINISTRATION</b>		
Provide Operating System installation standards	X	
Provide Remote VPN Access to connect to City network.		X
Monitoring in-scope devices and responding to alerts 24x7x365	X	
Run book creation	X	
Configure storage per City standards	X	
Coordination of network setup per City standards	X	

<b>Data Center Infrastructure Support</b>	<b>Dewpoint</b>	<b>City</b>
Deploy best practice Windows/Linux hardening	X	
Minor configuration changes as needed	X	
Installation of baseline OS patches per approved standards	X	
Monitor workload on servers (disk, CPU, etc.)	X	
Maintain startup/shutdown procedures	X	
<b>PATCH MANAGEMENT</b>		
Monitor and identify Windows/Linux patches	X	
Approve patch updates as required		X
Create and maintain patch compliance reports	X	
Analyze system patch requirements using automated tools and assign patch priority for Windows/Linux systems	X	
Deploy patch in test/stage environment for Windows/Linux systems using Dewpoint best practices	X	
Deploy patch in production environment for Windows/Linux systems using Dewpoint best practices	X	
Perform acceptance testing of all deployed patches in production and non-productions systems		X
<b>SYSTEMS SECURITY MAINTENANCE</b>		
Provide systems security standards		X
Provide and maintain security policies and procedures		X
Develop information security standards, guidelines, and ID approval procedures	X	
Provide OS access for approved administrators and applications	X	
Manage passwords for root and support accounts	X	
Reset passwords per approved procedures	X	
Respond to security incidents and alerts	X	
<b>SERVER NETWORK CONFIGURATION</b>		
Server network configuration adjustments and minor reconfigurations	X	
<b>CAPACITY MANAGEMENT</b>		
Monitor System capacity and report monthly	X	
Review and approve System capacity changes	X	
Forecast resource requirements plan	X	
Analyze and report resource trends meeting with the City on monthly basis to discuss results	X	
Recommend alternative configurations and potential solutions when applicable	X	
Plan and forecast the size of databases due to business growth and project implementation		X

Data Center Infrastructure Support	Dewpoint	City
Make final determination of additional capacity requirements		X

## STORAGE SUPPORT ROLES AND RESPONSIBILITIES

The following tasks are in-scope:

Storage Support	Dewpoint	City
<b>STORAGE ADMINISTRATION</b>		
Monitor storage performance and usage	X	
Perform storage fine tuning and reorganization as required to maintain system performance based on current storage infrastructure capabilities	X	
Provide reporting of storage pool utilization to maintain adequate storage space utilizing City tools and capabilities	X	
RAID group (create/modify/delete)	X	
Storage pool for block (create/modify/delete)	X	
LUN (create/modify/delete)	X	
Host connectivity (create/modify/delete)	X	
Storage group (create/modify/delete)	X	
LUN mapping to host (create/modify/delete)	X	
Clone management	X	
Maintain storage system passwords	X	

## BACKUP SUPPORT ROLES AND RESPONSIBILITIES

The following tasks are in-scope:

Backup and Restore Management	Dewpoint	City
Work with City to verify backup schedule	X	
Implement backup and restore processes	X	
Provide recommendations, if applicable, regarding backup and recovery procedures or processes that can improve levels of protection, and achieve efficiencies, and cost reductions	X	
Perform complete backups on all identified in scope servers per schedule and City requirements	X	
Restore volume/dataset per request of City	X	
Monitor backup/restore process	X	
Verify that the backup/restore has been completed successfully	X	
Monitor the performance and capacity of backup service	X	
Interaction with third party support coordinated by backup and recovery resources	X	

Backup and Restore Management	Dewpoint	City
Minor upgrades such as point release and service packs	X	

## NETWORK SERVICES

Dewpoint's Network Services support will proactively monitor and manage the distributed computing environment of City. These standard capabilities within Network Support are described below.

## OPERATIONS AND ENGINEERING SUPPORT

Perform management support for in-scope network devices as well as coordinate with 3<sup>rd</sup> party providers (as needed).

## CONFIGURATION BACKUP AND RESTORE

Manages backups and recovery of specified network device configurations. It covers the retention of detailed device configurations for rapid recovery when a failure occurs.

## NETWORK ADMINISTRATION

Includes the provisioning of connectivity requests and processing system and end user moves/adds/changes/deletes (MACDs). Other tasks include identification, testing, and application of recommended security updates, and hot fixes.

## DNS MANAGEMENT

Includes the domain hosting, DNS management and administration services. This service does not include domain registration or registration of IP addresses, as it is assumed City will maintain this responsibility.

## IP ADDRESS MANAGEMENT

Includes general IP address management services that focus on the methodologies and processes that govern the allocation and management of IP addresses.

## IP TRAFFIC MANAGEMENT

Covers the efficient routing and optimization of traffic flows across the network infrastructure.

## CAPACITY MANAGEMENT

Monitors in scope network and system devices to track usage patterns and proactively plan for future capacity requirements to prevent under and over-utilization of resources.

## WIRELESS NETWORK MANAGEMENT

Dewpoint's Wireless Network Management will administer the wireless local area network (WLAN) products within the City environment. This service will provide troubleshooting and break-fix support for all in-scope devices as well as processing system moves/adds/changes/deletes (MACDs).

## NETWORK SUPPORT ROLES AND RESPONSIBILITIES

The following tasks are in-scope:

Network Support	Dewpoint	City
<b>OPERATIONS AND ENGINEERING SUPPORT</b>		
Novate network contracts and/or maintain letter of agency with carriers for Dewpoint to perform as City agent		X
Coordinate incident resolution with WAN circuit provider as necessary	X	
Interface with and dispatch hardware maintenance providers for resolution of hardware/software issues	X	
Develop and maintain network hardware and software maintenance strategy		X
Maintain contract with hardware maintenance providers and maintenance contracts to meet business needs		X
Work with hardware maintenance providers for dispatch, depot, and next-day replacement services per maintenance agreements	X	
Establish and control access to network devices	X	
<b>CONFIGURATION BACKUP &amp; RESTORE</b>		
Maintain current and ongoing updates to infrastructure documentation	X	
Maintain current and ongoing updates to Physical and logical network diagrams	X	
Maintain device configuration backups for in-scope network devices	X	
Investigate, reconcile, and escalate as appropriate changes to network topology and configurations	X	
Develop, test, and maintain network backup and support disaster recovery testing	X	
<b>NETWORK ADMINISTRATION</b>		
Process change requests for soft MACDs (moves, adds, changes, and deletes) in a timely manner - enabling/disabling LAN ports, assigning VLANs, WAN interface settings, etc.	X	
<b>DNS MANAGEMENT</b>		
Maintain network address ranges per City standards	X	
Manage dynamic and static address assignments per City standards	X	
Maintain device naming per City standards	X	

Network Support	Dewpoint	City
Setup and maintain internal- and external-facing DNS and WINS per City standards	X	
Assign, release, and modify static IPs	X	
Maintain valid IP address space and Domain Name Service ownership, registration, and up-to-date payment with the appropriate Internet registrar		X
<b>IP TRAFFIC MANAGEMENT</b>		
Maintain design of LAN/WAN including protocols and routing	X	
<b>CAPACITY MANAGEMENT</b>		
Collect network capacity statistics	X	
Analyze, track and report on network capacity issues and solution recommendations weekly	X	
Summarize capacity recommendations for annual IT planning process	X	
<b>WIRELESS ACCESS POINT MANAGEMENT</b>		
Maintain wireless network infrastructure	X	
Create/Add/Modify SSID's	X	
Provide wireless security policy standards		X
Configure/Modify security policies assigned to SSID's per City standards	X	
Troubleshoot wireless networks when necessary	X	

## SECURITY SERVICES

Dewpoint's Security Services administers external and internal facing firewalls, Application/URL filtering, Intrusion Prevention System (IPS)/Intrusion Detection System (IDS), Anti-Virus and Anti-Malware. Security Services also include managing Dewpoints Next-Generation Anti-Virus software for City workstations and servers. Standard capabilities for Security Services are described below.

### FIREWALL MANAGEMENT

Dewpoint will provide the following firewall management functions.

#### Backup and Restore

Dewpoint stores regular backups of configurations and policies/rule base. If a recovery is needed, Dewpoint remotely rebuilds the firewall based on the last configuration backup.



## Rule Administration

Change requests for adding/modifying/deleting firewall rule bases are handled under this service section.

## Application/URL Filtering Management (device capability required)

Adding/modifying/deleting application services that are protected by the Application/URL filter. This capability also covers policy changes on the Application/URL filtering platform.

## IPS/IDS Management (device capability required)

Adding/modifying/deleting IPS/IDS services that are configured on the firewall. This capability also covers IPS/IDS policy changes.

## Anti-Virus/Anti-Malware Management (device capability required)

Adding/modifying/deleting Anti-Virus and Anti-Malware services that are configured on the firewall. This capability also covers Anti-Virus/Anti-Malware policy changes.

## CENTRALLY MANAGED ANTI-VIRUS SUPPORT

Dewpoint will provide centrally managed Anti-Virus software management and tools. Dewpoint will be providing AV incident support to assist in the remediation activities on the impacted systems or PC's.

## SECURITY SERVICES ROLES AND RESPONSIBILITIES

The following tasks are in-scope:

Description	Dewpoint	City
<b>CONFIGURATION BACKUP AND RESTORE</b>		
Perform backup operation	X	
Verify backup operation and backup data	X	
Perform data restoration from the backup if needed	X	
Implement access controls around backup data	X	
Follow access controls on backup data	X	
<b>FIREWALL RULE ADMINISTRATION</b>		
Create standard/emergency firewall rule request		X
Receive standard/emergency firewall rule request	X	
Validation of firewall rule request	X	
Implement firewall rules based on the request	X	
Participate in firewall rule break/fix	X	
Temporary firewall rules (time-bound rule bases) are removed in a timely manner	X	

Description	Dewpoint	City
Confirm proper logging level is configured for the required rule and the reports are extracted when required	X	
Follow standard operating procedures for firewall rule administration	X	
Confirm that scheduled rule changes are performed on time and tested	X	
Create, add, remove and manage Site-to-Site VPN tunnels	X	
<b>APPLICATION AND URL FILTERING MANAGEMENT</b>		
Provide Application and URL Filtering policies		X
Configure Application and URL Filtering protections per City policy	X	
Test/Change/Add/Remove Application and URL Filtering protections	X	
Add applications and URL's to whitelist/blacklist when requested	X	
Add users to whitelist/blacklist when requested	X	
<b>IPS/IDS MANAGEMENT</b>		
Provide IPS/IDS policies		X
Configure IPS/IDS protections per City policy	X	
Change/Add/Remove IPS/IDS protections	X	
<b>ANTI-VIRUS/ANTI-MALWARE MANAGEMENT</b>		
Provide Anti-Virus/Anti-Malware policies		X
Configure Anti-Virus/Anti-Malware protections per City policy	X	
Change/Add/Remove Anti-Virus/Anti-Malware protections	X	
<b>CENTRALLY MANAGED ANTI-VIRUS SUPPORT</b>		
Provide Anti-Virus software and licensing	X	
Administer antivirus protection on in-scope workstations and servers	X	
Maintain up to date Anti-Virus signatures on in-scope devices	X	
Incident investigation and diagnosis for in-scope devices	X	
Incident resolution and recovery for in-scope devices will be prioritized based on the impact/urgency table	X	



## TRANSITION

### TRANSITION OVERVIEW

Dewpoint transition includes those activities required for Dewpoint to take responsibility for the in-scope services contained in this SOW. Transition is complete when Dewpoint assumes responsibility for City services. The transition high-level phases are as follows:

- **Due Diligence** – during this period Dewpoint will work with City to assess the current infrastructure.
- **Pre-Transition** – based on the data found during the due diligence period and in combination with the requirements, Dewpoint will develop a future operations model.
- **Plan** – this is the “official” transition start-up period to kick off the transition, develop the final project schedule and fully engage Dewpoint personnel to initiate the transition.
- **Build** – transition to Dewpoint from the current support model for the in-scope infrastructure support.
- **Test and Train** – period before “go live” to make sure Dewpoint is fully ready to assume support. This period is designed to reduce transition risk and make sure City is ready for the new model.
- **Go-Live and Stabilize** – once the new model is in place, Dewpoint requires an additional 90 days before the SLAs become effective. This will allow for any adjustments to be identified and resolved. In addition, since staffing is based on projected contact volumes, defined in Baseline Volumes section, these baselines will be validated during the 90-day baseline period.

### TRANSITION PLAN

Dewpoint’s goal is to minimize disruption as we assume in-scope services and move toward completing transition. Dewpoint has developed a 30 to 45-day transition plan to take over in scope services from the current model. During this time, Dewpoint will work with the City to ensure a successful transition.

Activities undertaken during transition include the following:

- Develop a project management plan including scope management, communications management and change management plans
- Develop a Work Breakdown Structure
- Create a project schedule
- Hold a kick-off meeting
- Provide regular status reporting
- Provide issue tracking
- Process to onboard special projects
- Capture lessons learned
- Maintain project plan

- Update the project schedule

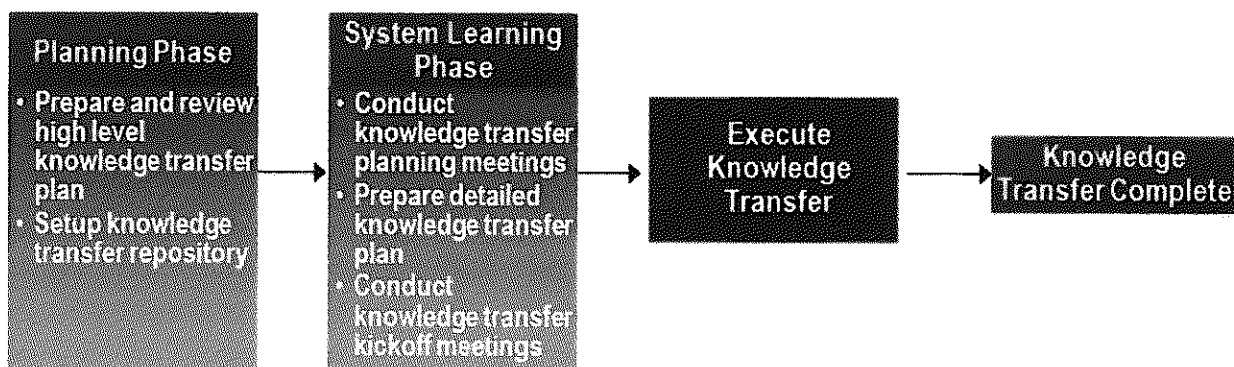
A transition communication plan, as well as an escalation process (for issues resolution) are established early in the timeline to identify and maintain clear communications during the transition of service. The project management oversight required for a successful transition, includes regular status updates.

## KNOWLEDGE TRANSFER

### KNOWLEDGE TRANSFER OVERVIEW

Dewpoint will focus on placing key team members to support City transition activities. Figure 3 identifies the process Dewpoint uses to capture and document the required knowledge from the current City personnel who have strong operational knowledge.

Figure 3– Knowledge Transfer Process



### KNOWLEDGE TRANSFER PLANNING PHASE

The activities in this phase begin by identifying the key knowledge owners and defining the knowledge to be transferred. Dewpoint works with City' Subject Matter Experts (SMEs) to define a detailed knowledge transfer plan that encompasses the in-scope infrastructure and application technical and functional knowledge areas.

To assist with the prioritization, Dewpoint may need detailed information from the current support staff on support issues and service requests relating to Microsoft Commercial off-the-shelf (COTS) applications from the prior 12 months. This information may include: problem statements, screen images, communications, graphs or diagrams, work logs, resolution steps, technical configurations, and hours expended details.

## SYSTEM LEARNING PHASE

This phase starts off with the Transition Kickoff meeting with the SMEs from City, other key participants and Dewpoint. During this phase, Dewpoint studies existing infrastructure and Microsoft COTS application documentation and asks clarify questions with current City staff. The SME's would then conduct Knowledge Transfer (KT) sessions to provide complete knowledge to Dewpoint. These sessions are typically conducted during the first part of the business day to allow the SME's to focus the remainder of their time on "day job" activities. Dewpoint also suggests capturing these sessions in the knowledge capture system to help transition resources review the topics covered and enable future team members to quickly come up to speed through a catalog of recorded topics.

In addition, Dewpoint will review available materials (for example, documentation, code, run books, etc.) to complete their understanding of City' technical and functional environment and applications. As this is completed, Dewpoint will confirm their understanding of the materials by summarizing their knowledge for City SMEs and other stakeholder review(s). Once the appropriate stakeholders have confirmed the understanding of Dewpoint and approved the relevant deliverables, the transition moves into the job shadowing phase.

If an SME is not available for a specific application or task, then Dewpoint may need to schedule interviews with City' users to understand how the COTS application(s) is used and the frequency and type of issues that arise based on the user perspective.

## KNOWLEDGE TRANSFER REPORTING

The Dewpoint project manager will provide a status report to indicate knowledge transfer progress. If there are situations in which knowledge transfer is not proceeding according to plan, due to lack of SME availability or resistance to sharing knowledge, the situation will be logged as an issue, discussed among appropriate personnel, and escalated to the appropriate parties, per the defined governance process.

## KNOWLEDGE TRANSFER COMPLETION

Operational readiness tests are performed before services are fully transitioned to Dewpoint and knowledge transfer is complete. Throughout this process, City resources will provide knowledge transfer and shadowing support. The Dewpoint Project Manager will advise City when the knowledge transfer activities are complete.

## SUPPLEMENTAL SERVICE REQUESTS

Supplemental Service Requests (SSR) are defined as services not included in this SOW which will require a separate SOW. The SSR process is utilized to define scope, requirements and effort. Upon receiving an SSR Dewpoint will create an approach, timeline and budget to present to City for review and approval.

## HOURS OF SUPPORT

Dewpoint will deliver infrastructure management services to City in accordance with the hours of support set forth in the following table:

Service	Hours of Support
Service Desk	8:00 am to 5:00 pm EST M-F
Desktop Support	8:00 am to 5:00 pm EST M-F
Remote Desktop Support	8:00 am to 5:00 pm EST M-F (Priority 1 Call Out 24x7)
Office 365 Services	8:00 am to 5:00 pm EST M-F (Priority 1 Call Out 24x7)
Data Center Services	8:00 am to 5:00 pm EST M-F (Priority 1 Call Out 24x7)
Network Services	8:00 am to 5:00 pm EST M-F (Priority 1 Call Out 24x7)
Security Services	8:00 am to 5:00 pm EST M-F (Priority 1 Call Out 24x7)

Business hours above are in eastern time and exclude the following holidays:

- New Year's Eve and New Year's Day
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving and the day after
- Christmas Eve and Christmas Day
- Any City defined holidays not included in the above list

## TOOLS

The following tools support the above scope of services.

ITIL Category	Tools
<b>Service Operations</b>	
<ul style="list-style-type: none"> <li>• Service Desk</li> <li>• Incident Management</li> <li>• Device Management</li> <li>• Remote Operations Mgt.</li> <li>• Request Fulfilment</li> <li>• Network Monitoring</li> <li>• Anti-Virus</li> <li>• Server Backup</li> </ul>	<ul style="list-style-type: none"> <li>• ServiceNow</li> <li>• Ops Genie</li> <li>• Alert Media</li> <li>• Desktop Central</li> <li>• LogicMonitor</li> <li>• CrowdStrike</li> <li>• Veeam</li> </ul>
<b>Service Design</b>	

ITIL Category	Tools
<ul style="list-style-type: none"> <li>Self Service Portal</li> <li>Service Level Management</li> </ul>	<ul style="list-style-type: none"> <li>ServiceNow</li> </ul>
<b>Continuous Service Improvement</b>	
<ul style="list-style-type: none"> <li>Performance Reporting</li> </ul>	<ul style="list-style-type: none"> <li>ServiceNow</li> <li>Desktop Central</li> </ul>

\*The Dewpoint tools outlined in the table above are subject to change.

## REPORTING

Standard monthly reports (listed below) will be reviewed and provided to City.

Domain	Report Name	Description	Frequency
<b>Service Desk</b> <b>Office 365 Services</b> <b>Data Center Services</b> <b>Network Services</b> <b>Security Services</b>	Incident Management Report	Incidents resolved in the previous month Average Response time of resolved incidents	Monthly
	Total Tickets Opened	Number of Incidents and Service Requests received in the previous month	Monthly
	Total Ticket Count by Type	Number of Incidents and Service Requests received in the previous month by submission method	Monthly
<b>Office 365 Services</b> <b>Data Center Services</b> <b>Network Services</b> <b>Security Services</b>	Priority 1 Incident Report	Detailed Breakdown of Priority 1 Incidents	Monthly
	Average Memory Utilization all Servers	Average Memory utilization for all servers	Monthly
	Average Disk Utilization	Average Disk Utilization for all Servers	Monthly
	Average Disk Utilization over 80%	Designed to show disk volumes that may need attention	Monthly
	Average CPU Utilization all Servers	Average CPU utilization for all servers	Monthly
	Average Server Uptime	% of Availability for all network devices/servers for previous month	Monthly
<b>Office 365 Services</b> <b>Data Center Services</b>	Backup Status Report	Report on number of backup failures	Monthly

## BASELINE METRICS

### INCIDENT URGENCY RATING

“Incident Urgency Rating” means the rapidity of the resolution required based on City business needs. The table below describes the urgency standard, definition and some supporting examples specifically applicable to City.

URGENCY STANDARD	DEFINITION	EXAMPLES (Non-Exhaustive)
<b>1 – Critical Urgency</b>	<ul style="list-style-type: none"> <li>An Incident which must be responded to within 1 hour</li> </ul>	<ul style="list-style-type: none"> <li>City is unable to support a service or application the business has deemed as critical services</li> <li>Key systems – location has lost network connectivity to SaaS applications such as Office 365</li> </ul>
<b>2 – High Urgency</b>	<ul style="list-style-type: none"> <li>An Incident which must be responded to within 2 hours</li> </ul>	<ul style="list-style-type: none"> <li>A significant impairment to a broad base City business</li> <li>System or application is unavailable, idling several people or groups of people</li> <li>For example – Loss of local network connectivity for a group of users</li> </ul>
<b>3 – Medium Urgency</b>	<ul style="list-style-type: none"> <li>An Incident which must be responded to within 4 hours</li> </ul>	<ul style="list-style-type: none"> <li>An impairment to a small part of City business such as a COTS Application or system with a small user base; a request for a new service offering</li> </ul>
<b>4 – Low Urgency</b>	<ul style="list-style-type: none"> <li>An Incident which must be addressed within 16 business hours</li> </ul>	<ul style="list-style-type: none"> <li>An impairment of little significance</li> <li>An incident affecting a single authorized user with a work around available</li> <li>Example - End User IMAC</li> </ul>

## INCIDENT IMPACT RATING

“Incident Impact Rating” means the perceived or potential impact of an Incident (or associated Problem) upon Authorized Users. The table below describes the incident impact standard rating, definition and some supporting examples.

IMPACT STANDARD	DEFINITION	EXAMPLES (Non-Exhaustive)
<b>1 – Critical Impact</b>	<ul style="list-style-type: none"> <li>Events or problems having a direct impact on City ability to provide support to the business</li> <li>Events or problems with significant business impact on multiple departments or an immediate severe impact to a single department core process</li> <li>No Workaround is available and City business processes cannot continue</li> </ul>	<ul style="list-style-type: none"> <li>City is unable to support a service or application the business has deemed as critical services</li> <li>Key systems – location has lost network connectivity to SaaS applications such as Office 365</li> </ul>
<b>2 – High Impact</b>	<ul style="list-style-type: none"> <li>The Incident affects a production Network or Server</li> <li>An Incident that results in a major impact to a department or to a critical operation</li> <li>A Workaround is not available; however, processing can continue in a restricted manner</li> </ul>	<ul style="list-style-type: none"> <li>A significant impairment to a broad base City business</li> <li>System or application is unavailable, idling several people or groups of people</li> <li>For example – Loss of local network connectivity for a group of users</li> </ul>
<b>3 – Medium Impact</b>	<ul style="list-style-type: none"> <li>The incident affects a single City user.</li> <li>The incident affects a single Authorized User</li> <li>An incident that affects a single workgroup or functional group, but does not have immediate impact to a business unit</li> <li>This is also used to be able to downgrade an incident after initially being logged as Severity Level 1 or Severity Level 2</li> </ul>	<ul style="list-style-type: none"> <li>An impairment to a small part of City business such as a COTS Application or system with a small user base; a request for a new service offering</li> </ul>
<b>4 – Low Impact</b>	<ul style="list-style-type: none"> <li>An incident that severely affects a single Authorized User who has no other resources available to perform their role</li> <li>Minor inefficiencies are encountered; however, a workaround is available, and processing can continue</li> </ul>	<ul style="list-style-type: none"> <li>An impairment of little significance</li> <li>An incident affecting a single authorized user with a work around available</li> <li>Example - End User IMAC</li> </ul>



## SEVERITY LEVEL

“Severity Level” means the intersection of the Incident Urgency Rating and the Incident Impact Rating for the applicable Incident in the table below. The intersection determines the placement of the Incident into a group that the Service Provider Addresses Incidents in a sequenced, prioritized fashion.

City should review with the business departments, from time to time, if a Severity level of an incident should be modified (either higher or level) due to a change in urgency or impact of the incident. If a change is required that affects a vendor SLA response time, the vendor must also agree with the change in level.

Impact	1. Critical Impact (External)	Severity Level 3 – Medium Priority	Severity Level 2 – High or Major Priority	Severity Level 1 – Critical Priority	Severity Level 1 – Critical Priority
	2. High or Major u(Internal)	Severity Level 3 – Medium Priority	Severity Level 2 – High or Major Priority	Severity Level 2 – High or Major Priority	Severity Level 1 – Critical Priority
	3. Medium Impact (Several Users)	Severity Level 3 – Medium Priority	Severity Level 3 – Medium Priority	Severity Level 2 – High Priority	Severity Level 2 – High Priority
	4. Low Impact (1 User)	Severity Level 4 – Low Priority	Severity Level 4 – Low Priority	Severity Level 3 – Medium Priority	Severity Level 3 – Medium Priority
		4. Low Urgency (Minor)	3. Medium Urgency (Normal)	2. High Urgency (Significant)	1. Critical Urgency (Outage)
		Urgency			

Dewpoint will commit to the following Service Levels to support City:

SLA	Description	Formula	Timeframe	Expected	Minimum	Reporting Calculation Timeframe
<b>Incident Response Time – In-Scope Support Priority 1</b>	Incident Response Time: Time to acknowledge that an incident has occurred and take ownership to ensure work begins to resolve the incident	(Total Number of Incidents responded to within pre-established Response Time Targets / Total Number of Incidents) * 100	1 Hour 24x7x365	90%	80%	Monthly
<b>Incident Response Time – In-Scope Support Priority 2</b>	Incident Response Time: Time to acknowledge that an incident has occurred and take ownership to ensure work begins to resolve the incident	(Total Number of Incidents responded to within pre-established Response Time Targets / Total Number of Incidents) * 100	2 Hours 8am-5pm EST M-F	90%	80%	Monthly
<b>Incident Response Time – In-Scope Support Priority 3</b>	Incident Response Time: Time to acknowledge that an incident has occurred and take ownership to ensure work begins to resolve the incident	(Total Number of Incidents responded to within pre-established Response Time Targets / Total Number of Incidents) * 100	4 Business Hours 8am-5pm EST M-F	90%	80%	Monthly
<b>Incident Response Time - In-Scope Support Priority 4</b>	Incident Response Time: Time to acknowledge that an incident has occurred and take ownership to ensure work	(Total Number of Incidents responded to within pre-established Response Time Targets / Total	16 Business Hours 8am-5pm EST M-F	90%	80%	Monthly

SLA	Description	Formula	Timeframe	Expected	Minimum	Reporting Calculation Timeframe
	begins to resolve the incident	Number of Incidents) * 100				
<b>Workstation Installs &amp; De-installation (up to 5 installs or De-installs)</b>	De-installation and Installation of new systems	(Total Number of Installs or Disposals resolved within pre-established Resolution Time Targets / Total Number of Installs or Disposals) * 100	Within next 5 business days 8am-5pm EST M-F	90%	80%	Monthly
<b>Workstation Adds and Changes</b>	Adds and changes to the device including hardware and software	(Total Number of Adds or Changes resolved within pre-established Resolution Time Targets / Total Number of Adds or Changes) * 100	Within next 5 business days 8am-5pm EST M-F	90%	80%	Monthly

Dewpoint will use commercially reasonable efforts to support hardware infrastructure, software and configurations that are not covered under maintenance agreements. If the root cause analysis establishes that the failure was due to hardware infrastructure and Software products not covered under maintenance agreements, such support is not subject to the Service Levels above.

## LOCATIONS

For the scope of this SOW, work may be performed at the following locations:

### Dewpoint Office

- 300 South Washington Square, Suite 200, Lansing, MI 48933

### City Offices

- 200 S Main St, Eaton Rapids, MI 48827
- 101 Line St, Eaton Rapids, MI 48827
- 301 Market St, Eaton Rapids, MI 48827

## DURATION OF AGREEMENT

The proposed duration of this agreement is for two (2) base years with an optional two (2) one-year extensions, excluding the 30 to 45-day transition period. The transition period is targeted to begin on a mutually agreed upon date, with the ongoing Managed Services commencing after transition.

Sixty days prior to the base year expiration, City will notify Dewpoint of either a mutually agreed upon extension or termination of the base contract. If terminated, Dewpoint will work with City to transfer services. This may result in time and material charges, not included in this SOW. Dewpoint will also provide City any rate changes prior to exercising the contact extension.

## PRICING AND ASSUMPTIONS

### PRICE

#### TRANSITION PRICE

The transition price of **\$12,475.20** is amortized over the 24-month term of the base agreement for ongoing managed services. The amortized monthly price of **\$519.80** for 24 months is included in the monthly fee below. If the contract is terminated early, the remaining transition fees will be included in the final invoice.

#### MONTHLY FEE

For the above managed services, Dewpoint will invoice the City a fixed fee of **\$4,129.80** per month (including the transition fee). The monthly fee is invoiced one month in advance of the current month. The first month fee will be pro-rated from the go-live date and include the advance payment for the next month. Dewpoint has 30-day payment terms.

#### VOLUME CHANGES

The above pricing reflects the baseline volumes listed in the RFP (provided by City). Since changes in the environment may cause the resource units to fluctuate, Dewpoint will handle changes as follows:

1. City will be charged for the baseline resource units if the actual units fall within the banded high and low range.
2. If the volume exceeds or falls below the 90-day average percentage, Dewpoint and City will determine if a rate change per resource unit is warranted.

## BASELINE VOLUMES BANDING

Description	Baseline	90 Day Max Band	90 Day Min Band	Band Percent
PC's	28	31	25	10 Percent
Switches	4	5	3	10 Percent
Firewalls	2	3	1	10 Percent
Servers	3	4	2	10 Percent
Crowdstrike	31	Bill Actuals		
LogicMonitor License	7	Bill Actuals		
Veeam Backup License	3	Bill Actuals		
Storage (Gb)	3000	3300	2700	10 Percent
Asset Tracking	31	Bill Actuals		

## TIME AND MATERIAL RATES

For services outside this SOW, the time and material (not to exceed) rates will be used. These rates will be adjusted yearly by 3% to account for increases in labor rates and inflation. If after-hours support (defined as work performed after hours of coverage listed below) the after-hours rate may be charged. The rates below do not include travel expenses (if required).

Role	Standard Rate	After Hours Rate
Application Architect	\$140	\$210.00
Application Developer	\$135	\$202.50
Business Analyst / Test Analyst	\$115	\$172.50
Desktop Engineer	\$115	\$172.50
DBA	\$130	\$195.00
Infrastructure Engineer	\$145	\$217.50
Network Admin	\$115	\$172.50
Operations Mgr	\$140	\$210.00
Program Mgr	\$145	\$217.50
Project Scheduler/Coordinator	\$100	\$150.00
Project Mgr	\$130	\$195.00
Security BA	\$125	\$187.50
Service Delivery Mgr	\$155	\$232.50
Solutions Architect 1	\$155	\$232.50
Sr Business Analyst / Sr Test Analyst	\$125	\$187.50
Sr Program Mgr	\$155	\$232.50
Sr Project Mgr	\$140	\$210.00
Sr Solutions Architect	\$175	\$262.50

Role	Standard Rate	After Hours Rate
Sr Systems Engineer	\$130	\$195.00
Systems Develop Mgr	\$155	\$232.50
Systems Engineer	\$125	\$187.50
Technical Analyst	\$125	\$187.50
Technical Architect	\$140	\$210.00
Consultant	\$175	\$262.50
Executive Consultant	\$185	\$277.50

After hours rates are applicable as follows:

- Monday through Friday (5 pm to 8 am EST)
- Friday through Monday (5 pm to 8 am EST)
- Dewpoint recognized holidays:
  - New Year's Day
  - Memorial Day
  - 4<sup>th</sup> of July
  - Labor Day
  - Thanksgiving and the day after
  - Christmas Eve
  - Christmas Day
  - New Year's Eve

## ASSUMPTIONS

The Dewpoint price is based on the following assumptions:

- Dewpoint will monitor and report security issues using our standard Anti-Virus tools for reference architecture devices.
- Any changes in scope will be agreed upon by Dewpoint and the City. A signed change notice will accompany any changes. Changes to the scope may impact the price and/or duration of the project.
- The contract will not start until a purchase order is received by Dewpoint.
- The consultants assigned by Dewpoint to perform managed services for the City are not to be solicited for permanent employment.
- Service is provided as a Managed Service leveraging a shared resource team (not dedicated or named individuals).
- Dewpoint will work with 3<sup>rd</sup> parties/or OEM's to support in-scope devices.
- All services outside "defined managed support" will be considered "As needed support Services" and charged accordingly based on the Time and Material Rates in this agreement.
- Dewpoint will have network and physical access to the current locations to conduct ongoing support of the environment.
- Dewpoint best practices requires the reduction in the amount of administrative privileges to City users. Administrative access will be granted individually based on need.

- To provide patching and performance monitoring, Dewpoint will provide a small server to be stored in the City's data center. This server will also need a local network connection to perform these services.
- At the end of the initial two (2) year term, all hardware and maintenance contracts will be reviewed to ensure hardware is not End-of-Life and will meet service levels.
- This SOW will be governed by the terms and conditions of the Master Services Agreement between the City and Dewpoint.
- If City does not have security policies, Dewpoint's security policies will be adopted and implemented in the City's environment.
- After six (6) months of service, Dewpoint will evaluate the number of after hour desktop support tickets to determine if adjustments and level of support need to be modified.
- End user moves over 10 units will be considered a project.

## CITY SPECIFIC RESPONSIBILITIES

- Purchasing Microsoft Office licenses.
- Maintaining current licensing and maintenance contracts for operating systems, hardware and application software.
- Providing Dewpoint with agent authority to act on behalf of the City for 3<sup>rd</sup> party providers.
- Purchasing of hardware not under maintenance that is no longer functioning. Dewpoint will put in a request with the City to have new hardware procured.
- Have enough spare hardware available to maintain SLA's.

## SIGNATURES

City of Eaton Rapids

Handwritten signature of Aaron Desentz.

Signature

Aaron Desentz

Printed Name

City Manager, Eaton Rapids

Title

04/07/2020

Date

Dewpoint

Handwritten signature of Joseph P. Finkbeiner.

Signature

Joseph P. Finkbeiner

Printed Name

Senior VP

Title

3/23/2020

Date



## ***Master Services Agreement***

This Master Services Agreement (“Agreement”) is dated 4/1/2020 between **Dewpoint Inc. (“Dewpoint”)** located at 300 S. Washington Square, Suite 200, Lansing, MI 48933, and the City of Eaton Rapids (“Client”) having offices at 200 S. Main St., Eaton Rapids, MI, 48827. Dewpoint and Client may each be referred to individually as a “Party” or together as “Parties” as the context requires.

**WHEREAS**, Dewpoint is in the business of providing Services and/or Deliverables as defined herein; and

**WHEREAS**, Client desires to enter into a nonexclusive contractual relationship for the provision of Services and/or Deliverables;

**THEREFORE**, in consideration of the mutual covenants set forth below, and for good and valuable consideration, the Parties agree as follows:

### **1. Services**

Client hereby retains Dewpoint to perform, and Dewpoint hereby agrees to render, on the terms and conditions hereof, the Services and/or Deliverables described in one or more Statements of Work (“SOW(s)”) specifically detailing the work to be performed as mutually agreed and executed by both Dewpoint and Client. The terms of this Agreement shall be incorporated into each SOW, and each SOW shall become an addendum to this Agreement. The SOW will include all applicable rates and charges for the Services and/or Deliverables to be performed pursuant to the SOW. Additionally, based upon the type of services to be performed, each individual SOW may be subject to additional terms and conditions that shall be incorporated in an addendum to this Agreement.

### **2. Independent Contractor; Dewpoint Consultant**

Dewpoint is an independent contractor for the Services and/or Deliverables provided under this Agreement and each SOW. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the right to act on behalf of or to contractually obligate or bind the other in any manner whatsoever.

The personnel assigned by Dewpoint to perform the Services and/or Deliverables will be qualified to perform their assigned duties. All such personnel shall perform their work in a professional manner. The Services and/or Deliverables provided by Dewpoint shall be rendered in person, by telephone or by other means, as specified in each SOW. Except as may be specified otherwise in the SOW, Dewpoint shall make its personnel available for the purpose of rendering the Services and/or Deliverables during normal business hours, i.e., 8:30 a.m. - 5 p.m., Monday through Friday, and as needed to support software, services, and technology Dewpoint personnel are assigned to create, manage, or support, which may occur outside of normal business hours to avoid disruption to normal business activities, except for the holidays observed by Dewpoint.

### **3. Term**

This Agreement will become effective when signed by both parties and shall continue for a period of Two (2) years (the “Term”). This Agreement may be extended or renewed by a written agreement signed by both parties in accordance with Section 13.0. Client recognizes that, notwithstanding any provision to the contrary herein, Dewpoint’s work and the completion thereof are expressly conditioned upon Client’s cooperation with Dewpoint and Client’s timely performance and completion of its responsibilities hereunder. Should any delays in Dewpoint’s performance occur as a result of Client’s failure to perform (or timely perform) its responsibilities hereunder, which failure prevents the performance or completion (in whole or in part) of the Services, (a) the Term shall be automatically extended to the extent of any such delay, and (b) Dewpoint shall not incur any liability to Client as a result of such delay.

#### **4. Invoicing and Payment**

**4.1. Invoices.** Dewpoint will invoice on a monthly basis. Dewpoint will generate and forward to Client an invoice ("Invoice"). Each Invoice shall include details of the Services performed and/or Deliverables provided as outlined in the applicable SOW and a bill for all fees, Expenses, and other amounts due to Dewpoint in connection with such Services and/or Deliverables (collectively, the "Compensation").

**4.2. Payment of Compensation.** Client shall pay all undisputed amounts outstanding under each Invoice in full 30 days after receiving such Invoice. Billed amounts shall be deemed overdue and subject to late charges if unpaid for more than thirty (30) days. All amounts shall be paid directly to Dewpoint at: ***Accounts Receivable, Dewpoint, 300 S. Washington Square, Suite 200, Lansing, MI, 48933.***

#### **5. Changes to Scope of Services**

Client, without invalidating the Agreement or applicable SOW, may request changes in the Services and/or Deliverables consisting of additions, deletions or other revisions by submitting a written change order to Dewpoint. Dewpoint shall, within a reasonable amount of time not to exceed ten (10) business days, provide a written change order response which outlines any additional Services and/or Deliverables to be provided to effectuate the requested change, as well as any impact to time of performance and Compensation. Client shall authorize and approve the change in writing before Dewpoint is obligated to proceed with such change(s). Any changes not approved through this process will not be effective and Dewpoint will not be eligible for any additional compensation by Client for such Services and/or Deliverables, nor shall Dewpoint be liable for any requested change in Services and/or Deliverables not approved in writing by Client. All approved changes shall be attached as written amendments to the applicable SOW.

##### **5.1 Ownership**

Except as otherwise set forth herein, the entire right, title, and interest in Deliverables, including, without limitation, the software, documentation, source code, object code, scripts, frameworks, and all modifications to the foregoing, and all components or elements thereof, together with all proprietary rights relating thereto, including, without limitation, all intellectual property rights, such as, without limitation, copyrights, patent and trade secret rights, are the exclusive property of the Client. Under no

circumstances may Dewpoint or its personnel use the Deliverables, or any component part thereof, for its own benefit or for the benefit of any third party.

Deliverables shall be deemed works-for-hire and shall be the exclusive property of Client. Dewpoint expressly agrees to assign to Client the copyright in any Deliverables that do not meet the requirements of a work-for-hire under the U.S. Copyright Act, as soon as such work is fixed in a tangible form or medium. Additionally, independent of the U.S. Copyright Act, Dewpoint agrees to assign and hereby assigns to Client, to the fullest extent possible under the law, all of its right, title and interest, if any, in and to the Deliverables, including, but not limited to, all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights. Dewpoint further agrees to execute and directs its employees, contractors, and other personnel to execute and deliver such instrument(s) and to take such action(s) as may be required and/or requested by Client to confirm and/or defend Client's sole and exclusive ownership of the Deliverables.

## **6. Client Representations, Warranties and Responsibilities**

**6.1. Authority.** Client represents and warrants to Dewpoint that (a) it has the right and authority to execute and deliver this Agreement and to perform its obligations hereunder, and (b) neither this Agreement nor the performance of this Agreement will place Client in breach of any other contract or obligation.

**6.2. Disclosure of Information.** Client shall provide Dewpoint, in a timely fashion, with all information reasonably required for Dewpoint's performance of the Services and/or Deliverables. Client represents and warrants to Dewpoint, as of the effective date of each SOW, that all information necessary to Dewpoint's full understanding of the Services and/or Deliverables to be provided under such SOW has been disclosed or provided to Dewpoint. Client shall keep Dewpoint informed of any new or changed information that may be necessary to enable Dewpoint to provide the Services and/or Deliverables in a timely manner.

## **7. Confidentiality**

Both Parties hereby acknowledge that they will have access to information that is proprietary or otherwise confidential to the other ("Confidential Information"). Confidential Information shall include, without limitation, information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, customer lists, customer information or materials, the products and/or services produced and/or rendered hereunder, and the terms and conditions of this Agreement, each SOW, and all Addendums. Confidential Information shall not include information which:

- (a) is or becomes a part of the public domain, except as a result of a breach of this provision;

- (b) was received by either party from a third party who is not subject to any restriction on disclosure;
- (c) is independently developed by a Party without reference to the disclosing Party's Confidential Information;
- (d) is required to be disclosed by a Party pursuant to law or regulation, governmental authority or duly authorized subpoena, court order or administrative process, whereupon said Party shall, to the extent permitted by law, provide notice to the disclosing Party prior to such disclosure and reasonably cooperate with the disclosing Party in any effort that it may undertake to obtain confidential treatment of such information required to be disclosed; or
- (e) the disclosing Party approves for disclosure by prior written consent.

Each Party agrees:

- (a) to hold the Confidential Information of the other Party in confidence and to use such Confidential Information only in connection with the performance of the Party's obligations under this Agreement;
- (b) not to make any copies of such Confidential Information or any part thereof without the express written permission of the other Party;
- (c) not to disclose such Confidential Information or any part thereof to a person outside the Party's business organization for any purpose;
- (d) to limit dissemination of such Confidential Information to persons within that Party's business organization who have a need to see the Confidential Information in connection with the performance of its obligations under this Agreement; and
- (e) to return and permanently destroy such Confidential Information and any copies thereof to the disclosing Party upon termination of this Agreement, or at such earlier date as the disclosing Party may require.

It is understood and agreed that in the event of a breach of this section, damages are deemed not to be an adequate remedy, that irreparable harm is immediate and imminent, that the owner of the Confidential Information shall automatically be entitled to seek injunctive relief to restrain any actual or threatened breach, and that the equities of such an injunction tip decidedly in favor of the owner of the Confidential Information.

## **8. Mutual Indemnification**

Each Party (the "Indemnifying Party"), at its expense, will defend (or, at its option, settle), indemnify, and hold the other Party (the "Indemnitee") harmless from, any claims, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of the performance

of this Agreement with respect to: (a) claims that any Deliverable or Client Material (as applicable) provided by the Indemnifying Party infringes or otherwise violates any third party Intellectual Property Rights; (b) the design, drawings or specifications of the Indemnifying Party, its agents, employees, consultants or subcontractors; (c) any violation of any law, ordinance or regulation by the Indemnifying Party, its officers, directors, agents, employees, or subcontractors (d) any claims by the Indemnifying Party's subcontractors, materialmen, or suppliers, or (e) any other claims resulting from, arising out of, or related to, the negligent or willful acts or omissions of the Indemnifying Party, its agents, employees, consultants or subcontractors. If the Indemnifying Party elects to settle it must first seek approval of such settlement from the Indemnitee, and such approval shall not be unreasonably withheld.

In the event that an Intellectual Property Rights claim is brought (or either of the Parties becomes aware that such a claim may be asserted) against Client or Dewpoint with respect to a Deliverable, Dewpoint shall have the right and option, in its sole discretion and at its expense, to (i) procure for Client the right to use the allegedly infringing material; (ii) modify the allegedly infringing material so that it is not infringing; and/or (iii) require Client to cease using such allegedly infringing material.

Notwithstanding anything in this Agreement to the contrary, Dewpoint shall have no liability or obligation to indemnify Client for any Intellectual Property Rights claim to the extent that such claim is based upon: (i) any software, or any part of the Software, Documentation or Deliverables which is developed by or for, or licensed from, Client or any third party; (ii) the combination, by the Client or a third party, of a Deliverable with any hardware, software or other technology not developed by Dewpoint; (iii) the modification of a Deliverable by Client or by any person other than Dewpoint; (iv) Client's misuse of a Deliverable; (v) a product that Client designs or markets; (vi) specifications developed or approved by Client; or (vii) Client Material. This provision sets forth each Party's entire liability and the other Party's sole and exclusive remedy with respect to any alleged intellectual property infringement by any Deliverable.

The Indemnitee must (i) notify the Indemnifying Party promptly in writing of any third party claim or action with respect to which indemnification is sought under this Section; (ii) provide the Indemnifying Party with all reasonable information and assistance to settle or defend such claim or action; and (iii) grant to the Indemnifying Party authority and control of the defense or settlement of the claim; further provided, however, that (x) the failure to so notify, provide information and assistance and/or grant authority and control will relieve the Indemnifying Party of its obligation to Indemnitee hereunder only if and to the extent that the Indemnifying Party is prejudiced thereby, and (y) the Indemnitee shall have the right, at its expense, to participate in any legal proceeding to contest and defend a claim and to be represented by legal counsel of its choosing.

## **9. Limitations of Liabilities and Remedies**

WITH THE EXCEPTIONS OF EACH PARTY'S INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS OBLIGATIONS AND ANY CLAIMS ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR LOSS OF BUSINESS INCOME, PROFITS, SAVINGS, OR DATA, OR ECONOMIC, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SAME OR IF THE SAME ARE FORESEEABLE. FUTUREMORE, IN NO EVENT SHALL

DEWPOINT HAVE ANY LIABILITY FOR ANY LOSS OF OR INABILITY TO USE ANY COMPUTER, SYSTEM OR COMPONENT, WHETHER THE SAME ARE INCURRED OR SUFFERED BY CLIENT OR ANY THIRD PARTY, AND WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF DEWPOINT SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. DEWPOINT'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT FOR ANY SERVICE OR DELIVERABLE OTHER THAN DATA HOSTING AND/OR MANAGED SERVICES SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT FOR ANY SUCH SERVICE AND/OR DELIVERABLE DURING THE THREE-MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM FOR DAMAGES. DEWPOINT'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT FOR DATA HOSTING AND/OR MANAGED SERVICES SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AGGREGATE AMOUNT NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000.00). THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT.

In addition, Client hereby releases Dewpoint from any liabilities or costs relating to the Services and/or Deliverables to the extent such liabilities or costs are attributable to any false, inaccurate or incomplete information provided by or on behalf of Client.

Neither Party may assert any claim or bring any action or proceeding, except for warranty claims pursuant to Section 6 , against the other Party under this Agreement or in connection with the Services and/or Deliverables unless the Party asserting such claim or bringing such action or proceeding has first given the other Party written notice setting forth the basis for such claim or action in reasonable detail within 180 days of the date on which the Party asserting such claim or bringing such action or proceeding knew or should have known the facts giving rise thereto. Nothing in this Section shall extend or enlarge any applicable warranty claim period.

## **10. Force Majeure**

Neither Party shall be held responsible for, nor deemed to be in default under this Agreement, because of any delay or failure in performance if such delay or failure is the result of causes beyond the reasonable control of the Party affected (provided such causes do not result from the negligence of such Party). Each Party shall be excused from performance under this Agreement and shall have no liability to the other Party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other Party or by an act of God, fire, flood, earthquake, transportation disruption, labor dispute, war, terrorism, civil unrest, insurrection, court order or any other cause beyond the reasonable control of such Party (all such causes collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party thereof, shall be excused from performance hereunder on a day-to-day basis to the extent of the prevention, restriction or interference caused by such event. The Party affected shall use its commercially reasonable efforts to avoid or remove such cause and to minimize the consequences thereof and shall resume performance hereunder forthwith upon removal of such cause. Notwithstanding the foregoing, Force Majeure shall not excuse any payment obligations under this Contract.

## 11. Non-Solicitation

Dewpoint shall not knowingly, during the term of this Agreement and for a period of one year after its completion, solicit for employment any person who is or has been employed by Client during the term of this Agreement, without the prior written consent of Client.

Client shall not knowingly, during the term of this Agreement and for a period of one year after its completion, solicit for employment any person who is or has been employed by Dewpoint during the term of this Agreement, without the prior written consent of Dewpoint.

Nothing contained herein shall preclude a Party from hiring or retaining an employee or independent contractor, or any person who is or has been employed by the other Party during the term of this Agreement, arising from general and public advertising.

If Client solicits and employs any employee of Dewpoint within the one-year period without written consent, the Client agrees to pay Dewpoint an amount equal to One Hundred Percent (100%) of the solicited/employed employee's base annual compensation package. Said payment shall constitute liquidated damages and shall not constitute or be deemed a penalty.

## 12. Assignment

Client shall not sublet, assign, delegate, or otherwise transfer any part or all of this Agreement, nor any interest therein, without the express written approval of Dewpoint. In the event of any written approval of assignment by Dewpoint, said approval shall not relieve or release Client from full compliance and responsibility for execution of all of its obligations and requirements under this Agreement.

## 13. Termination

**13.1. Termination Without Breach.** Either Party may terminate this Agreement for any reason (other than a material breach by the other Party) upon thirty (30) days written notice to the other Party; provided, however, that any outstanding SOW shall continue to be effective for the Services and/or Deliverables described therein and not yet performed, and such SOW shall continue to be governed by this Agreement as if it had not been terminated until such time as all Services under the SOW have been performed and paid for, or the SOW is terminated in accordance with the terms thereof.

**13.2. Termination Upon Breach.** If a Party is in material breach of this Agreement, the other Party may notify such Party in writing specifying the nature of the breach. Upon receipt of such notice, the breaching Party shall have thirty (30) days from receipt of the notice to cure the breach, and if the breach is not cured within such period the non-breaching Party may terminate this Agreement immediately upon the giving of written notice to the breaching Party. In the event of termination by either Party pursuant to this Section 13.2, Client shall pay Dewpoint all Compensation accrued for Services and/or Deliverables (or portions thereof) rendered to the date of such termination within thirty (30) days after submission by Dewpoint of a final Invoice.



**13.3. Return of Materials.** Upon termination of this Agreement, each Party shall return (and destroy upon request of the disclosing Party) all materials containing Confidential Information received from the other Party that is then in such Party's possession or control, provided that unless Client is in material breach of the confidentiality or licensing terms set forth herein, Client may retain for its use in accordance herewith copies of Deliverables for which payment has been made in full. In the event materials containing such Confidential Information of the other Party are destroyed, the Party destroying such materials shall give written certification of such destruction to the other Party.

**13.4 Term Extension.** After the initial Term end date, Dewpoint may allow The Client to enter into a month to month agreement for continued Services. This option may be exercised at the sole discretion of Dewpoint for a specific term and may also result in additional monthly costs. Both the monthly Term of the agreement and monthly costs must be mutually agreed upon 90 days prior to the current contract end date. **13.5 Termination Fees.** Any termination fees payable in accordance with any SOW shall be due and payable on the effective date of termination. If termination of a SOW is due to Client's breach of its payment obligations or if Client is in default of its payment obligations as of the date of termination, and Client requests and Dewpoint agrees to provide Transition Assistance Services to Client as set forth in Section 14 Dewpoint may require Client to pay for such Transition Assistance Services and/or any applicable termination fees in advance of providing such Transition Assistance Services. Except as otherwise set forth in the applicable SOW, no termination fee or other amount shall be payable by Client in connection with the termination of such SOW. No termination fee or other amount shall be payable by Client in connection with the termination of this Agreement.

**13.5 Partial Termination Fee Adjustment.** If Client terminates a portion of the Services pursuant to any provision of this Agreement or any SOW, then any applicable transition fees shall be adjusted in accordance with the applicable SOW.

## **14. Transition**

Upon non-renewal or termination of a SOW for any reason, other than termination of this Agreement and any SOW by Dewpoint as a result of Client's breach or insolvency, and upon Client providing Dewpoint written notice at least ninety (90) days prior to expiration or termination of this Agreement, Dewpoint will, at Client's request, provide Transition Assistance Services (billed at Dewpoint's then-existing time and material rates for such service's ), as described in this Section, on the terms set forth in this Agreement during a period of up to six (6) months after the date of termination or non-renewal of the Agreement and/or SOW ("**Transition Assistance Period**"). During the Transition Assistance Period, Dewpoint will cooperate with Client and its designees and provide the assistance reasonably requested by Client or its designee to allow Client's business operations to continue without material interruption or adverse effect and to facilitate the orderly transfer of responsibility for the Services then being provided by Dewpoint to Client or its designees, including the following: (a) continuing to perform the Services then being performed by Dewpoint; (b) developing, with the assistance of Client or its designees, a plan for the transition of the Services then being performed by Dewpoint to Client or its designees; and (c) Dewpoint will use reasonable commercial efforts to assist Client or its designees to obtain (on a non-exclusive basis) any third party services then being used by Dewpoint in the performance of the Services. Except as may otherwise be agreed to in writing by both Parties, Dewpoint



shall have no obligation to continue providing Transition Assistance Services beyond the Transition Assistance Period, regardless of whether the Services have been fully transitioned to Client or Client's new vendor at the expiration of the Transition Assistance Period.

## **15. Safety and Security Procedures.**

Client shall maintain and enforce at Client's locations safety and security procedures that are at least equal to the most stringent of the following: (1) the applicable industry standards for such locations, (2) those procedures applicable to the Client's service locations, as may be amended by Client from time to time (subject to Standard Change Control Process) and (3) any higher standard otherwise agreed upon by the Parties. Dewpoint shall comply with the applicable safety and security procedures at each of Client's service location, as noted above. Client shall make such safety and security procedures available to Dewpoint from time to time, or upon Dewpoint's reasonable request.

## **16. Data Security.**

### **16.1 General.**

Dewpoint shall establish, maintain and comply with its data safeguards which are designed to protect against the destruction, loss, damage, corruption, alteration, loss of integrity, commingling or unauthorized access of Client Data. Client and Dewpoint shall each comply with their respective data security policies. Except as otherwise set out in a SOW, Dewpoint shall provide all equipment and Software necessary to implement and maintain its data safeguards.

Dewpoint shall not disclose or disseminate Client Data to any other party without Client's prior written consent, unless legally required. If Dewpoint is legally required to disclose or disseminate Client Data, Dewpoint will, to the extent permitted by law, provide prompt advance written notice to Client.

**16.2 Data Security Updates.** Dewpoint shall follow the Standard Change Control Process for any data security updates that are applicable to Client.

**16.3 Data Security Incidents.** Client shall designate an individual responsible for coordinating all data security related matters under this Agreement ("Client Data Manager"). In the event that Dewpoint or any of its agents discovers or is notified of a Data Security Incident that is relevant to the Client's environment, Dewpoint shall promptly notify the Client Data Manager regarding such Data Security Incident. In the event of a Data Security Incident, Dewpoint shall (i) investigate and mitigate the effects of the Data Security Incident; (ii) take no unnecessary action that destroys or impairs any evidence with respect to the Data Security Incident; (iii) document in an appropriate manner the Data Security Incident and responses thereto, (iv) not disclose the existence of any Data Security Incident without the express written permission of Client except to the extent required by law, and (v) assist and reasonably cooperate with respect to (a) any independent forensic investigation, (b) any required or otherwise appropriate disclosure to affected entities, individuals or governmental authorities, (c) any other remedial measures reasonably requested or required under any applicable Law, and (d) any response to regulatory inquiries, litigation, or other similar actions.

## **17. Governing Law**

This Agreement shall be governed by the laws of the state of Michigan without regard to principles of choice or conflicts of law.

## **18. Arbitration**

Any dispute arising out of or relating to this Agreement which cannot be resolved by the Parties shall be decided solely by a single arbitrator mutually agreed to by the Parties and conducted by the American Arbitration Association in accordance with its rules of Commercial Arbitration then in effect. The arbitrators' award may be entered as a judgment of the court by any court having competent jurisdiction.

## **19. Conflicts of Terms**

In the event of any conflict between the express terms of this Agreement and any SOW, the terms of this Agreement shall govern, except to the extent expressly stated otherwise in an SOW.

## **20. Notices**

All notices, including notices of address changes, required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when:

- (a) mailed by registered or certified mail, postage prepaid, return receipt requested, if within the United States, or
- (b) electronic notification which has adequate traceability and encryption capability, so long as the Parties agree upon the use of such medium or mode in advance; or
- (c) sent by overnight express courier service, charges prepaid, if within or outside the United States, to the receiving Party at its address set forth below (or such other address as the receiving Party may designate in accordance with this section):

If to Dewpoint:	<b>Dewpoint</b> <b>300 S. Washington Square</b> <b>Suite 200</b> <b>Lansing, MI 48933</b> <b>Attention: Joe Findlater</b>
If to Client:	<b>City of Eaton Rapids</b> <b>200 S. Main Street</b> <b>Eaton Rapids, MI 48827</b> <b>Attention: Aaron Desentz</b>

## **21. Severability**

Each provision of this Agreement shall be considered severable and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity

shall not impair the operation of or affect those portions of this Agreement which are valid. In the event any provision of this Agreement is held to be unenforceable, then the balance of the Agreement shall survive.

## **22. Entire Agreement**

This Agreement and any SOWs, Documents, Exhibits, and/or Addenda hereto constitute the entire Agreement of the Parties and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to their subject matter, and this Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgement, or similar communication between the Parties during the term of this Agreement, unless such additional terms are consented to by both parties in writing. In the event of any inconsistency or ambiguity between this Agreement and any other documents, the terms that are more favorable to Dewpoint shall govern.

## **23. Survival**

Upon termination or expiration of this Agreement, all provisions of this Agreement which by their nature are intended to survive termination shall survive the termination of this Agreement, including but not limited to, Sections 4, 6, 7 8, 9 11, 13, 14, 15, 16, 17, 18, 19, 21, 22, and 24.

## **24. Waiver**

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other term or provision of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach. The failure of either Party to enforce any of the provisions of this Agreement, or to require any performance by the other Party of any of the provisions hereof, shall not be construed to be a waiver, or in any way to affect the validity of this Agreement or any part thereof or the right of such Party to thereafter strictly enforce each and every such provision.

## **25. Counterparts**

This Agreement may be executed in the original or by facsimile or other electronic means in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

## **26. Third Party Beneficiaries**

The Parties agree that: (a) this Agreement is for the benefit of the Parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party); and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement.

## **27. Defined Terms**

**“Client Data”** shall mean all data and information pertaining to Client or its authorized users which is provided by Client in connection with this Agreement or any SOW which is owned by or licensed to

Client, and to which Dewpoint or its agents have access in connection with the provision of the Services and/or Deliverables.

**“Client Materials”** means software, data and any other documents or materials provided by Client to enable or facilitate the provision of Services by Dewpoint pursuant hereto.

**“Data Security Incident”** means i) an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of Client’s datum and/or ii) a breakdown of the data security protocols.

**“Deliverables”** means any tangible information, materials and/or any other items to be delivered physically, or documents, images or data files to be transmitted electronically by Dewpoint to Client, as provided in the applicable SOW, which items may include, without limitation, Software, Documentation, specifications, drawings, data compilations and reports.

**“Developed Software”** shall mean any Software developed pursuant to this Agreement or any SOW for Client but excluding any third-party software.

**“Documentation”** means user manuals and other written materials related to Software, including without limitation functional and technical specifications and materials useful for design (e.g., logic manuals, flow charts, schematics and principles of operation) and a description of any technical environment necessary to operate such Software.

**“Expenses”** means the cost of all actual and out-of-pocket itemized expenses incurred by Dewpoint in connection with Dewpoint’s performance of the Services (including without limitation for all reasonable travel and lodging expenses incurred by Dewpoint’s personnel in performing the Services).

**“Intellectual Property Rights”** means all intellectual property rights of whatever form, now or hereafter available under any applicable laws, including, but not limited to, all patents, trade secrets, copyrights, trademarks and any applications therefor or registrations thereof.

**“Services”** means those services provided by Dewpoint to the Client, as described in Statements of Work (“SOWs”), specifically detailing the work to be performed as mutually agreed and executed by both Dewpoint and Client.

**“Software”** means computer programs and Documentation, including, but not limited to, machine readable binary code (object code), human readable code (source code) and all optional software integrations or utilities, which may define the operating environment.

**“Standard Change Control Process”** means the change control process defined in the Statement of Work

**“Transition Assistance Services”** means the services provided by Dewpoint to assist Client in transitioning the Services from Dewpoint to the Client or new vendor selected by Client upon contract termination. These services may be outside the scope of the current contract, and in such cases, Client will be charged time and material rates for such services.

**IN WITNESS WHEREOF**, the Parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth below.

**Dewpoint, Inc.**

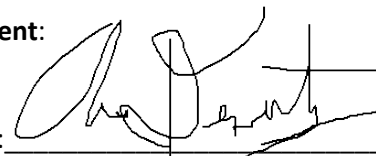
By: \_\_\_\_\_

Name: Joe Findlater

Title: Sr VP State, Local, and Education

Date: 4/1/20

**Client:**

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

Name: Aaron Desentz

Title: City Manager, Eaton Rapids

Date: 04/07/2020



## **AGREEMENT FOR RELEASE OF ALL CLAIMS**

This Agreement for Release of All Claims (hereinafter "Agreement"), is entered into by and between Susan MONTENEGRO (hereinafter "MONTENEGRO"), who resides at 700 Willow Springs Drive, Owosso, MI and the City of Eaton Rapids (hereinafter the "CITY"). This Agreement is executed by and on behalf of MONTENEGRO, her heirs, personal representatives, administrators and assigns, in favor of the City, its Council, departments, boards, subdivisions, employees, attorneys, insurers, agents, officers, elected and appointed officials, successors and assigns. MONTENEGRO and the CITY agree as follows:

**WHEREAS**, the CITY terminated MONTENEGRO's employment with the CITY at a regular council meeting on April 25, 2022, effective immediately;

**AND WHEREAS**, the CITY and MONTENEGRO, without any admission of liability, wish to amicably settle, compromise, dispose of and release claims, disputes, demands and causes of action as specified in this Agreement;

**AND WHEREAS**, MONTENEGRO'S employment agreement provided for the payment of severance contingent on the execution of a release of liability:

### **IT IS NOW, THEREFORE AGREED AS FOLLOWS:**

1. In consideration for MONTENEGRO's signing of this Agreement and in final settlement of any money claimed to be owed MONTENEGRO based on the employment agreement entered into between the parties on December 6, 2021, the CITY hereby agrees to the following:

a. To pay MONTENEGRO a gross total of fifty thousand five hundred fifty (\$50,550.00) dollars in a lump sum payment, by a check made payable to "SUSAN MONTENEGRO." The CITY will withhold any taxes required by federal, state or local law from the above referenced sum. No other deductions from pay, including retirement deductions, will be made from the above referenced sum. Payment will be made within thirty (30) days after MONTENEGRO has signed this Agreement, unless revoked as set forth in Paragraph 14.

2. The parties acknowledge that the payment by the CITY referenced in Paragraph 1 are amounts which MONTENEGRO would not otherwise receive and represent real consideration in exchange for this full and final release and waiver of all claims.

3. In consideration for the CITY's signing of this Agreement, and the consideration referenced above, MONTENEGRO, for herself, her successors, representatives, heirs and assigns, thereby releases and discharges the CITY, its past and present Council, departments, boards, subdivisions, employees, attorneys, insurers, agents, officers, elected and appointed officials, successors and assigns, from any and all suits, causes of action, complaints, charges, grievances, obligations, demands, or claims of any kind, whether in law, equity, administrative



agency, or arbitration, either direct or indirect, known or unknown (hereinafter "CLAIMS"), which MONTENEGRO ever had or now has as of the date of this Agreement based on her employment with and separation from employment with the CITY. This Agreement specifically includes but is not limited to:

- a. Any and all CLAIMS for wages or fringe benefits;
- b. Any and all CLAIMS for wrongful discharge or breach of express or implied contract, including but not limited to any CLAIMS for breach of the employment agreement dated December 6, 2021; or the claim for the payment of any money owed pursuant to that agreement.
- c. Any and all CLAIMS of alleged employment discrimination in violation of federal, state or local statute, ordinance, judicial precedent or executive order, including but not limited to claims of discrimination on the basis of age, race, color, religion, sex, national origin, veteran status, disability and/or handicap, height or weight, as well as claims under Title VII of the Civil Rights Act as amended, 42 U.S.C. 2000e et seq., the 1978 Pregnancy Discrimination Act, 42 U.S.C. 2000 e, et seq., the Age Discrimination in Employment Act, 29 U.S.C. 621 et seq., the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., the Rehabilitation Act of 1972 as amended, 29 U.S.C. 701 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. 2601, et seq., the Elliott-Larsen Civil Rights Act, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, as amended, 37.1101 et seq., and any other applicable federal, state or local law, rule or ordinance of any kind;
- d. Any and all suits in tort, including but not limited to any claims for misrepresentation, invasion of privacy, negligence, defamation, libel, slander, interference with contract or prospective economic advantage, intentional infliction of emotional distress, work-related injury or illness;
- e. Any and all CLAIMS for commission, compensation or damages of any kind;
- f. Any and all CLAIMS under any federal or state statute relating to employee benefits or pensions (except claims to any benefits, such as pension, already vested);
- g. Any and all CLAIMS for attorney fees and costs;
- h. Any and all contractual CLAIMS, including claims or grievances on her behalf made pursuant to a collective bargaining agreement;



- i. Any and all CLAIMS arising out of the United States Constitution or the State of Michigan Constitution, including, but not limited to, any and all due process or equal protection claims; and
- j. Any and all suits or administrative CLAIMS of any nature now pending in any forum whatsoever.

4. MONTENEGRO further promises and agrees not to file a lawsuit based upon any rights or claims released in this Agreement, and further agrees not to allow or authorize any person or entity to file such lawsuit on her behalf against any released party. MONTENEGRO further promises and agrees not to accept any monetary damages which arise out of, or in connection with, any administrative claims which may be filed with, or pursued independently by, any governmental agency against any released party.

5. It is further agreed that, as of April 25, 2022, MONTENEGRO shall no longer possess, any duties or authority to act on behalf of the City, including contacting third parties on behalf of the City. MONTENEGRO agrees to make herself reasonably available to assist the City with any matters if contacted by City staff. MONTENEGRO also shall make herself reasonably available to assist the City in defense of litigation against it or its officers and employees.

6. MONTENEGRO and CITY expressly acknowledge and agree that this Agreement is not to be construed as an admission of liability or unfair or unlawful action on the part of CITY and that this Agreement is entered into simply in order to avoid the prospect of litigation and/or administrative proceedings.

7. MONTENEGRO will not disparage the CITY or its Council, departments, boards, subdivisions, employees, attorneys, insurers, agents, officers, elected and appointed officials, successors and assigns, or otherwise take any action which could reasonably be expected to adversely affect the reputation of the CITY or its Council, departments, boards, subdivisions, employees, attorneys, insurers, agents, officers, elected and appointed officials, successors and assigns. Similarly, the CITY will not disparage MONTENEGRO or MONTENEGRO's performance or otherwise take any action which could reasonably be expected to adversely affect MONTENEGRO's personal or professional reputation. MONTENEGRO acknowledges that the only persons whose statements may be attributed to the CITY for purposes of this Agreement, other than her own, shall be the members of the Council. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral.

8. In further consideration for the CITY's signing of this Agreement, MONTENEGRO agrees not to apply for employment at any time in the future with the City, its departments, boards, subdivisions, agents, successors or assigns in whatever capacity.

9. MONTENEGRO agrees to return all property, computer equipment, codes, passwords, data and other physical and/or intellectual property belonging to the City.



10. The parties understand that this Agreement covers all of the CLAIMS and potential CLAIMS mentioned above, which arose on or before the date of execution of this Agreement, including pre-and post-employment causes of action, whether known or unknown, suspected or unsuspected, matured or unmatured, and that this constitutes an essential term of this Agreement.

11. It is further understood and acknowledged by the parties that the terms of this Agreement are contractual and are not a mere recital and that MONTENEGRO does not rely on any agreements, understandings, or representations made by the CITY, its agents, officers, employees, or representatives, except as expressly stated in this Agreement. This Agreement may not be amended, revoked, waived, changed or modified, except by a written agreement executed by both parties.

12. This Agreement shall be construed and governed by the laws of the State of Michigan. The parties herein agree that any and all disputes, claims, litigation, lawsuits, or causes of action arising out of this agreement shall be exclusively litigated in the courts for Eaton County, Michigan.

13. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, or is deemed unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the remainder of the Agreement.

14. The parties acknowledge that MONTENEGRO has been provided twenty-one (21) days to consider this Separation Agreement and Release of All Claims and has been advised of the right to consult with an attorney regarding the terms of this Separation Agreement and Release of All Claims and her rights under the state and federal statutes and common law. To formalize said acknowledgment, MONTENEGRO has executed "Exhibit A" attached to this Agreement. MONTENEGRO further acknowledges that, should she determine to execute this Agreement prior to the expiration of the twenty-one (21) day review period, she shall execute Exhibit "B"; waiving said twenty-one (21) day review period. The parties also acknowledge that before signing this Agreement, they read the same consisting of 5 pages; that they fully understand its terms, content, and effect; that they have had the opportunity to receive the benefit of advice from an attorney of their choosing; and that they have relied fully and completely on their own judgment and/or on the advice of their attorneys in executing this Separation Agreement and Release of All Claims. Finally, the parties acknowledge that MONTENEGRO may revoke this Separation Agreement and Release of All Claims with regard to age discrimination in employment claims only by providing written notice of such revocation to the CITY before the end of seven (7) days following the execution of this Agreement.

The parties have signed this Separation Agreement and Release of All Claims on the dates set forth under their legal signatures.

By signing below, I acknowledge that I have read all five (5) pages of this Agreement and Exhibits A and B, and fully understand its contents, terms and effect. I have been advised to talk to a lawyer before signing this Agreement. By signing below, I am stating that I have either



talked to a lawyer about this Agreement, or that I wish to go ahead on my own without the advice of a lawyer. I am agreeing to the terms and conditions of this Agreement voluntarily and of my own free will.

The parties understand that this Agreement is subject to, and contingent upon, approval by the City's City Council.

Dated: 5-27-22

Susan Montenegro  
SUSAN MONTENEGRO

The CITY agrees to the terms and conditions of this Agreement.

\_\_\_\_\_  
PAMELA COLESTOCK

Dated: \_\_\_\_\_

Its: MAYOR

\_\_\_\_\_  
LAURA BOOMER

Dated: \_\_\_\_\_

Its: CLERK

As to form only:

\_\_\_\_\_  
CULLEN HARKNESS

Dated: \_\_\_\_\_

Its: CITY ATTORNEY



**EXHIBIT "A"**

**RECEIPT OF SEPARATION AGREEMENT**

I acknowledge that I received today a copy of the Separation Agreement and Release of All Claims. I have been advised of the following:

1. I have twenty-one (21) days to consider this Agreement.
2. I have the opportunity to discuss with the CITY any questions or concerns I may have over the terms or language of the Agreement.
3. I have been advised that I should see an attorney of my choosing to review the Agreement.
4. I should not sign the Agreement unless I fully understand its terms and enter into the Agreement of my own free will.
5. I have seven (7) days after signing the Agreement to revoke the Agreement with regard to age discrimination in employment claims only by providing written notice of such revocation to the CITY.
6. No other promises have been made to me beyond the terms of the Separation Agreement and Release of All Claims.

  
SUSAN MONTENEGRO

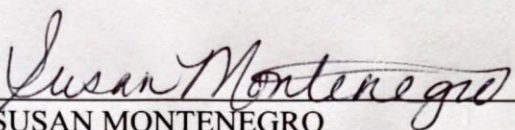
Dated: 5-27-22



**EXHIBIT "B"**

**WAIVER OF TWENTY-ONE DAY REVIEW PERIOD**

I acknowledge that I was provided with a copy of the Separation Agreement and Release of All Claims on \_\_\_\_\_, 2022. I have had an opportunity to review the Agreement, have been afforded the opportunity to have it reviewed by an attorney of my choosing, and have made the decision to execute the Agreement prior to the expiration of the twenty-one (21) day review period. Therefore, I have executed the Separation Agreement today, and I understand that I have seven (7) days from today to revoke the Agreement with regard to age discrimination in employment claims only by providing written notice of such revocation to the CITY.

  
SUSAN MONTENEGRO

Dated: 5-27-22

## **TEMPORARY EASEMENT FOR GARDENING PURPOSES**

The City of Eaton Rapids, a Michigan Municipal Corporation, located at 200 South Main Street, Eaton Rapids, MI 48827 (Grantor), hereby grants to Robin Webb, a single woman, whose address is 502 South Main Street, Eaton Rapids, MI 48827 (Grantee), rights of a temporary easement over the following described premises:

The 20 feet wide Alley running North and South 330 feet between King Street on the North Side and Broad Street on the South side, with Lots 1, 4, 5, 8 & 9 on the East side, and Lots 2, 3, 6, 7, & 10 on the West side, Block 15, Original Plat, City of Eaton Rapids, Eaton County, Michigan. Subject to all existing easements and restrictions of record, if any.

Commonly known as: The 20' by 330' Alley between King Street and Broad Street.

Parcel Number: N/A

Legal description: The Southerly 72 feet of the Northerly 198 feet of the 20 feet wide Alley running North and South 330 feet between King Street on the North side and Broad Street on the South side, with Lots 1, 4, 5, 8 & 9 on the East side, and Lots 2, 3, 6, 7 & 10 on the West side, within Block 15, Original Plat, City of Eaton Rapids, Eaton County, Michigan. Subject to all existing easements and restrictions of record, if any.

This temporary easement is being granted in exchange for the payment of one (\$1.00) dollar, receipt of which is hereby acknowledged.

**Retention of Utility Rights:** This Temporary Easement for Gardening Purposes is being granted to Grantee under the condition that Grantor retains all rights for the purposes of constructing, repairing, substitution, removing, enlarging, replacing, installing, maintaining, altering, operating or improving any form of Utilities, in, into, upon, over, across, and under the above-described land, and also the option to re-open the Alley in the sole and exclusive discretion of the Grantor.

**Other Rights Reserved:** This Temporary Easement for Gardening Purposes is also being granted on the condition that in the event that Grantor should desire to re-open the Alley, or have the need to construct, repair, substitute, etc., within said Alley, Grantor retains any and all rights and permission to enter onto said Property at all times for any of the purposes described above.

**Temporary Easement:** This Temporary Easement for Gardening Purposes is limited to the current owner of 502 South Main Street, Robin Webb, and SHALL NOT be perpetual and binding upon any subsequent successors, assigns, grantees, devisees, or donees of either party, and SHALL NOT run with the land.

**Termination of Easement:** This Easement may be terminated at any time by Grantor and in Grantor's sole and exclusive discretion upon written notice to the Grantee. Said easement shall automatically terminate ten (10) years from the date of execution of this easement.

**Limitation on Use:** This easement is being granted to the Grantee for the sole and exclusive purposes of gardening. As used in this easement, gardening shall be defined as the growing and cultivating of plants as part of horticulture, and specifically limited to the growing of: flowers, foliage, root vegetables, leaf vegetables, fruits, and herbs. Nothing in this temporary easement shall be construed as an authorization for Grantee to grow Marihuana or hemp as defined by the laws of the State of Michigan, or any derivatives related thereto.

**Interpretation:** This easement shall be interpreted under the laws of the State of Michigan.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_th day of \_\_\_\_\_, 2022.

WITNESSES:

GRANTOR:

\_\_\_\_\_

\_\_\_\_\_  
Pamela Colestock, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Laura Boomer, Clerk

STATE OF MICHIGAN     )  
COUNTY OF EATON     )

The forgoing instrument was acknowledged before me this \_\_\_th day of June, 2022 by Pamela Colestock, Mayor and Laura Boomer, Clerk, City of Eaton Rapids.

/s/ \_\_\_\_\_

\_\_\_\_\_,  
Notary public, State of Michigan, County of \_\_\_\_\_.  
My commission expires \_\_\_\_\_

*Prepared by:*

Cullen C. Harkness (P71612)  
Eaton Rapids City Attorney  
4121 Okemos Road, Suite 17  
Okemos, MI 48864

*When recorded return to:*

Laura Boomer, Clerk  
City of Eaton Rapids  
200 South Main Street  
Eaton Rapids, MI 48827



Pamela Colestock – Mayor  
William Steele – Mayor Pro Tem  
Suzanne Politza – Councilwoman  
Stacey Robison – Council-at-Large  
Ken Nicholas – Councilman

200 S. Main Street  
Eaton Rapids, MI 48827  
(517) 663-8118  
Fax (517) 663-1116

**[www.cityofeatonrapids.com](http://www.cityofeatonrapids.com)**

Vacant – City Manager  
Laura Boomer – City Clerk  
Larry Joe Weeks – Police Chief  
Roger McNutt – Fire Chief  
Marrie Jo Carr – Treasurer  
LeRoy Hummel – Building Official  
Lindsey Zeller – Quality of Life Director  
Rob Pierce – Public Works/Utilities Director  
Randy Jewell – City Assessor

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## MEETING DATE: 06/14/2022

To: Mayor and City Council

From: Rob Pierce

Submitted: 5/31/2022

Subject: RFID system for City Hall entry

## DEPARTMENT

☒ Work Session

☒ Regular Meeting

### **SUMMARY**

Received three quotes to implement RFID card reading system to allow access to City Hall by using a RFID card system. Cards can be customized for each individual to limit times and areas of access. Users can be added or removed in minutes. A key option will remain at each door in the event of emergencies, Loss of power or malfunction of the system. Keys will be limited to select few. This upgrade will allow immediate changes to be made to the system and reduce exposure and the need for a locksmith.

### **Budget**

This purchase was not in the original budget. Proposal to use ARPA funds.

### **STAFF RECOMMENDATION/MOTION**

A motion to approve Proposal from Johnson Controls for \$13,914.26

### **LIST OF SUPPORTING DOCUMENTS**

3 Quotes attached to Packet



## City Hall Access Control

Quote #001108 v1

### Prepared For:

#### City of Eaton Rapids

Rob Pierce  
200 S. Main St.  
Eaton Rapids, MI 48827

P: (517) 749-2917  
E: RPierce@cityofeatonrapids.com

### Prepared by:

#### Advanced Satellite Communications

Adam Barber  
12137 Merriman Road  
Livonia, MI 48150

P: 7347931423  
E: abarber@advancedsat.com

### Date Issued:

**05.23.2022**

### Expires:

**06.15.2022**

## Scope of Work

### System Purpose

Add Access control to selected doors in City Hall that allow authorized users to enter locked doors using a Key Fob

### Access Control System - ProDataKey

#### Database/Software

User information, Cards, and Schedules are entered by system administrators and stored in the cloud. Data such as door access history and permissions are accessed through a Web Portal. Administrators can make system changes and momentarily unlock doors via mobile app for iPhone or Android. The subscription for this service is quoted on a per door basis.

#### Control Panels

The head-end of the Access System powers the Readers to be installed on doors being controlled by the system. Each panel can accommodate 8 readers and multiple panels can be tied together to expand the system.

#### Card Readers

Card Readers have 26-bit encryption and will be installed on the doors listed on the attached table.

#### Electric Locking Hardware

Electronic Locking mechanisms are required to control access to doors. These items include electric strikes, electric mortise locks, Crash bars or Mag-locks. Retrofitting doors with electric strikes often requires handlesets and door closers to be installed as well. All electric door hardware is to be installed by certified locksmith contracted by **ASC**. A.S.C. will install a power supply to run the hardware, system requirements

### Scope of Work

are 12VDC power for each lock.

### User Credentials

100 Access Key Fobs will be provided to issue to users on the system. Additional cards or Fobs can be purchased as needed through A.S.C.

### Cabling

Each Access controlled door will have 3 cables (1 Reader, 1 Lock, 1 Door Contact) run from the Head-End Location to the door. At the door, cables will need to be fished down door frames and walls. Exposed cable will be protected in conduit or wire-mold depending on application to building code.

## A.S.C. Technician Scope of Work

- Identify Door, Panel, and Network Locations. Verify Power, Cable Runs, & Device Locations
- Run Cables from Head-End to Doors Listed
- Install Field Devices a Door List
- Install Head-End Equipment. Control Panel, Power Supply, & Cloud Node
- Activate and Program PDK.io Account
- Connect and Test Electric Door Strike
- Connect Readers to Control Panel and Program Reader Settings
- Set-up Database, Door Schedules, & System Admins
- Train System admins on software navigation, two-factor authentication settings, managing the user database, issuing card credentials, setting schedules, & mobile app functions (Remote Training sessions are available by request)
- Test and inspect System with Network Admins



## Customer's Responsibilities

- Wall Space for mounting Access Panels & Power Supply
- 120VAC Power at Panel Location
- Internet Connection
- Clear Paths for Wire Runs
- Doors being added to access control must be in good working order
- Computers with internet connection required for accessing system software

## System Devices

Product Description	Qty
Cloud Node	1
8-Door Ethernet Controller	1
POWER SUPPLY 6A @ 12/24VDC	1
Transformer (16.5VAC 40VA, Plug-In Type, )	1
Relay (12-24VDC, Low Current, 2A Contact, DPDT)	6
Battery (12volt, 4AH, SLA)	1
Battery (12V, 7Ah)	2
Reader (Mullion or Single Gang)	6
Contact (Surface Mount Contact, Brown)	6
18/4 (STR, BC, Plenum, White)	3000
22/6C (STR BC Shield CL3P White, Reel) Plenum	3000
22/4C (STR, BC, CL3P, White)	3000
CAT6 (Plenum Solid Yellow)	100
Junction Box (white, Single, raceway)	6
Raceway Duct (3/4 inch, 2 Pack, White)	6
Raceway (3/4 inch Combo Pack White)	6
Install Hardware/Wire Fittings	1
Electric Door Strikes/Locking Hardware	6
Key Fob (HID, 26bit)	100
Subtotal:	<b>\$10,779.43</b>

## Installation Services

Product Description	Qty
<b>Installation &amp; Programming</b>	<b>1</b>
Subtotal:	<b>\$5,224.00</b>

## Recurring Services

Description	Recurring	Qty	Ext. Recurring
Prodata Key Cloud Hosted Access	\$12.00	6	\$72.00
Monthly Subtotal:			<b>\$72.00</b>

Quote Summary	Amount
System Devices	\$10,779.43
Installation Services	\$5,224.00
Subtotal:	<b>\$16,003.43</b>
Shipping:	<b>\$50.00</b>
Total:	<b>\$16,053.43</b>



Advanced Satellite Communications, Inc.  
A.S.C. Security Systems

Monthly Expenses Summary		Amount
Recurring Services		\$72.00
Monthly Total:		\$72.00

Customer understands that any additional fees that may be incurred to comply with all applicable building codes, zoning ordinances or any other permits needed for installation is their responsibility. Further, reference to Plug and Play is defined herein as utilization of pre-existing cable distribution system for entire property, as is. Delays or distractions caused by customer during installation or service may be billed additionally upon written order to customer. Any alteration or deviation from above quoted specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above this quotation. This is the entire agreement, and no additional services or promise of performance is implied that is not contained herein. Acceptance of quotation - all terms and conditions as written are a part hereof and are binding upon the parties hereto. A.S.C. retains the right to substitute parts of equal or better value to complete a functional system. Upon clients written approval A.S.C. may access clients system(s) for virtual maintenance, trouble shooting and reporting functions. A.S.C. may refer to clients name in various marketing materials unless prohibited by client. A.S.C. shall have no liability for any personal injury, property damage or other loss based on any claim at all including a claim the product failed to perform. A.S.C. will bill after functional completion of the job and expect payment due within the terms stated on this proposal. The Company reserves the right to send the account to a third party for collection. It is understood and agreed that The Company may do so for the entire amount remaining on the contract plus any collection costs incurred in the process. Note: Finance charges of 1.5% per month added to past due invoices. All products shown herein remain the property of A.S.C. until paid in full. Prices contained in this quotation shall be considered firm for a period of (30) days from the date of quotation unless otherwise stated herein. A.S.C. will charge a restocking fee of 20% on all returned or cancelled merchandise. All purchases placed on a credit card for orders over \$2,000. may incur a 2.5% service charge. ATTORNEYS' FEES. In the event of any litigation or arbitration between the parties with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation, as the court or tribunal may determine.

#### Acceptance

**Advanced Satellite Communications**

**City of Eaton Rapids**

Adam Barber

Signature / Name

05/23/2022

Date

Rob Pierce

Signature / Name

Initials

Date



## Anywhere. Anytime. Any Device.

Pdk io provides the most powerful and streamlined access control platform on the market. Experience full configuration and management from any internet-connected device. Manage users, create groups, open and close doors, set system rules, send SMS & email alerts, instantly allow or revoke facility access, and more. All in a single App. Backed by the industry's highest security standards, pdk io services are hosted in highly secure and redundant cloud servers. For added security, two-factor authentication for users can be enabled before any account changes take place.



**Access control  
has never been  
this simple**

**Intuitive Mobile and Web Interface  
Customizable Rules Engine  
Visually Appealing Hardware**

***Defining the future of access control***



### Single App Management

With pdk io, administrators can manage users, assign physical and mobile credentials, create access rules, open and close doors, and more. All from one single app.



### Manage Multiple Locations

Users are able to manage databases for multiple locations from only one login. Pdk io features anytime access to all of your systems from any web enabled device.



### Email and Text Alerts

Create email or SMS notifications to alert individuals of specific occurrences within the system such as: door prop alarms, unlock notifications, and lockdown initiations.



### Automatic Updates

Always be up-to-date with the latest software and features. Pdk io's future-proof design incorporates new technology and eliminates the need for manually updates.



### Advanced Integrations

Experience seamless total security control with advanced integrations from security cameras, intercom entry panels, wireless locksets, HR platforms, and more.



### Strengthened Security

As new security threats arise, you'll enjoy comfort knowing pdk proactively and automatically prevents network hacking with the highest level of up-to-date security.

## City of Eaton Rapids

200 S Main St

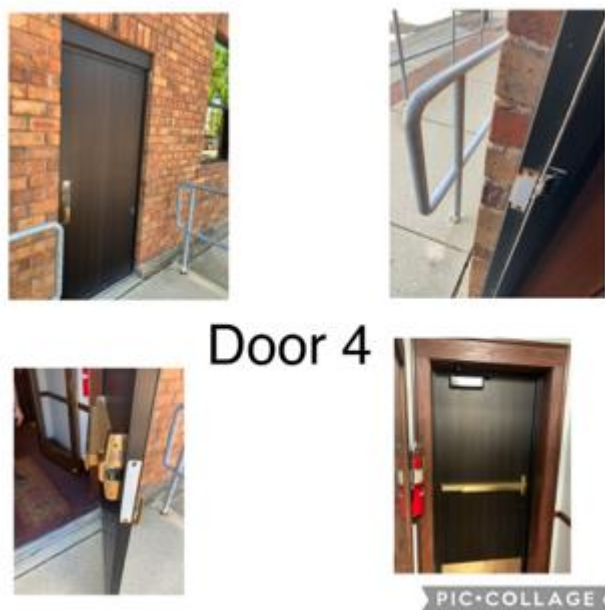
Eaton Rapids, MI 48827

### Access Controlled Door List

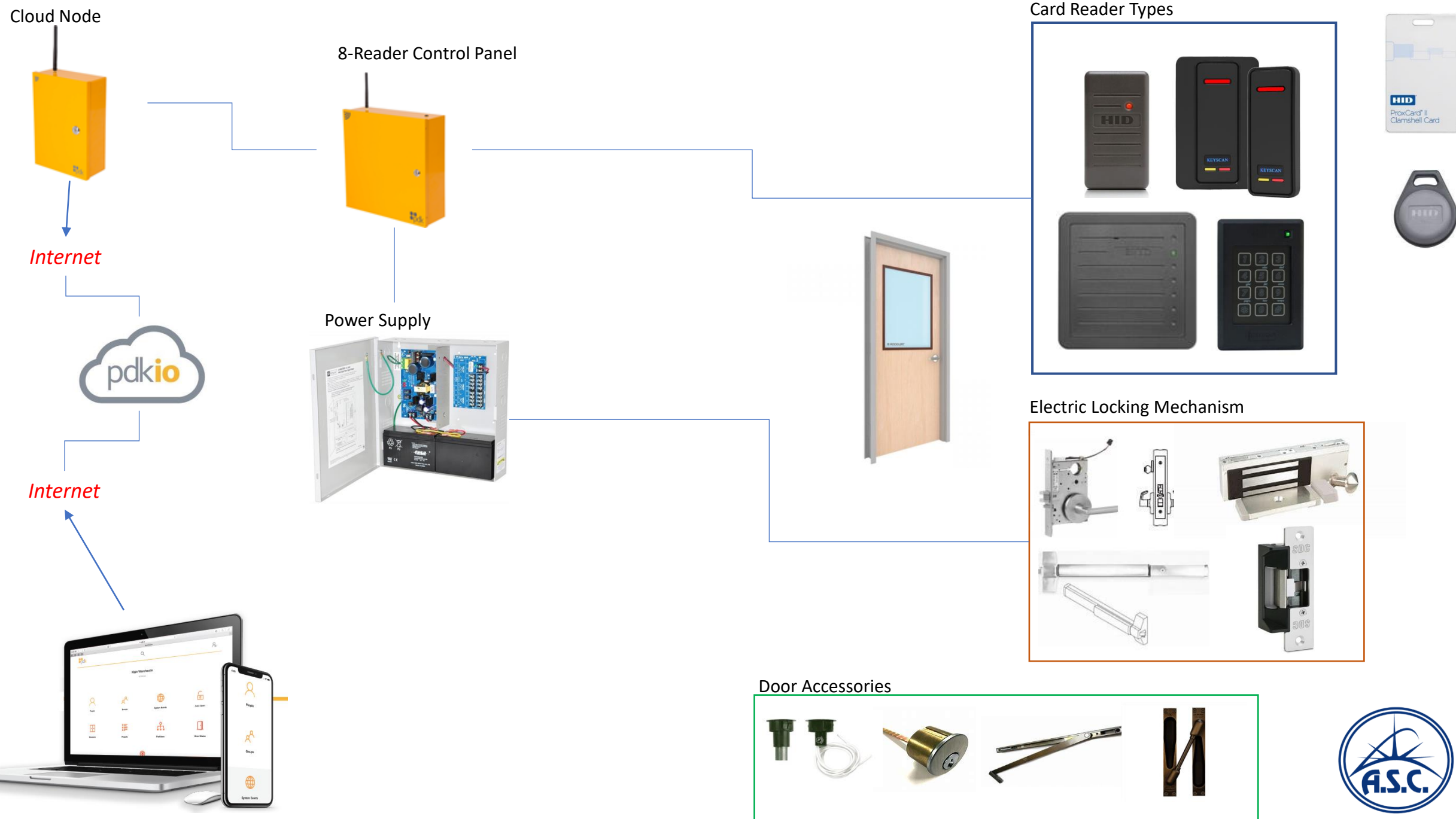
No.	Door	Panel/MDF	Int./Ext.	Reader Type	Intercom	Cable	Lock Type	Door Accessories
1	Front Door	ACU1	Exterior	Proximity – Surface Mount	None	22/6, 18/4, 22/4	Rim Strike	Door Contact
2	Vestibule to City Hall Lobby	ACU1	Interior	Proximity – Surface Mount	None	22/6, 18/4, 22/4	Rim Strike	Door Contact
3	Vestibule to City Council	ACU1	Interior	Proximity – Surface Mount	None	22/6, 18/4, 22/4	Rim Strike	Door Contact
4	Side Door	ACU1	Exterior	Proximity – Surface Mount	None	22/6, 18/4, 22/4	Rim Strike	Door Contact
5	Rear Entry Door	ACU1	Exterior	Proximity – Surface Mount	None	22/6, 18/4, 22/4	Rim Strike	Door Contact
6	Rear City Hall Entry	ACU	Interior	Proximity – Surface Mount	None	22/6, 18/4, 22/4	Rim Strike	Door Contact
7								
8								











**INVOICE****Sales Receipt QUOTE**

5/10/2022

Cashier: CMD

Page 1



REPRINTED

**BUILDERS' HARDWARE CO.**

1009 S. WASHINGTON AVE.

LANSING, MI 48910

517-332-4115 - contact.bhco@gmail.com

Remit Payment To:

PO Box 1328, East Lansing, MI 48826

Vendor	Part Number	Description	Qty	Unit	Price	Ext Price
	BHCO INSTALL WIRING	INSTALL WIRING FOR ELEC DEVICES	6		\$250.00	\$1,500.00
	BHCO INSTALL ELEC STRIKE	INSTALL ELEC STRIKE	6		\$80.00	\$480.00
	BHCO INSTALL CTE/POWER SUPPLY	BHCO INSTALL CTE/POWER SUPPLY	9		\$50.00	\$450.00
	BHCO INSTALL - LABOR	REMOVE TRIM AND REINSTALL	3		\$75.00	\$225.00
	BHCO INSTALL READER/KEYPAD	BHCO INSTALL READER/KEYPAD	6		\$50.00	\$300.00
	SHOP SUPPLIES	SHOP SUPPLIES	1		\$400.00	\$400.00
SCE	CTE-MTB11/15-485	ENGAGE CONTROLLER	6		\$1,254.00	\$7,524.00
SCE	MT20W	CREDENTIAL READER	1		\$444.99	\$444.99
SCE	*PS904-8F	POWER SUPPLY AND RELAY BOARD	3		\$509.60	\$1,528.80
VON	6300-US32D	FSE 12/24VDC RIM EXIT ELECTRIC STK	6		\$661.75	\$3,970.52
SCE	9651T	SCHLAGE THIN KEYFOB	100		\$6.38	\$637.50
	*WIRE MOLD	WIRE MOLD	6		\$40.00	\$240.00
	*SPACER BLOCKS	SPACER BLOCKS	2		\$40.00	\$80.00
	PROG	INITIAL PROGRAMMING - PER CTE	6		\$20.00	\$120.00
	PROG	FOB PROGRAMMING AND SITE SETUP	100		\$10.00	\$1,000.00
	TRAINING	TRAINING AND TECH SUPPORT	1		\$250.00	\$250.00

Subtotal: \$19,150.81

Local Sales Tax 0 % Tax: + \$0.00

**RECEIPT TOTAL: \$19,150.81****CITY OF EATON RAPIDS CITY HALL****COSTS NOT INCLUDED:**

- 1. ELECTRICIAN TO RUN 120 POWER TO EACH POWER SUPPLY. MAX 3AMPS REQUIRED EACH.**
- 2. DOOR TRIM MAY NEED TOUCH UP REPAIRS AFTER INSTALLATION - COST NOT INCLUDED FOR CARPENTRY WORK.**
- 3. OPTIONAL: BATTERY BACKUP KITS AT \$300 PER POWER SUPPLY.**

Thanks for shopping with us! Visit our website [www.BuildersHardwareMI.com](http://www.BuildersHardwareMI.com)

Friendly reminder - we can order that perfect item for you. However, all special order items are not returnable.

Spread the word - Like us on Facebook! [www.Facebook.com/BuildersHardwareCo](http://www.Facebook.com/BuildersHardwareCo)

HELD

PLEASE NOTE: PRICES GOOD UNTIL 6/10/2022. SUPPLIER PRICES INCREASES HAVE ALREADY BEEN ANNOUNCED FOR MID JUNE 2022.



**Proposal for  
City of Eaton Rapids  
New (6) Reader Brivo Access Control Installation  
200 S Main St  
Eaton Rapids, MI 48827  
05/27/2022**

This Johnson Controls Security Solutions LLC Proposal (the "Proposal") contains Johnson Controls proprietary and business confidential information and may not be shared with third parties without the prior written consent of Johnson Controls. Johnson Controls' provision of the equipment, systems, and/or services described in this Proposal is expressly conditioned upon Company's acceptance of the terms and conditions of the standard Johnson Controls Security Solutions "AGREEMENT" COMMERCIAL TERMS AND CONDITIONS. The system design and specified equipment are subject to final approval by your local fire department or other authority having jurisdiction. This Proposal is valid for a period of sixty (60) days from the above date and any deletions or additions to this Proposal may result in changes to the pricing and/or terms and conditions.

**Inquiries regarding this proposal may be directed to:**

Eric Nitschman  
Johnson Controls Security Solutions  
Cell Phone #: 517-249-9330  
Email: [eric.nitschman@jci.com](mailto:eric.nitschman@jci.com)



City of Eaton Rapids  
200 S Main St  
Eaton Rapids, MI 48827  
Estimate Name: City of Eaton Rapids New Brivo Access  
Installation

DATE 05/27/2022

Dear Robert Pierce:

Thank you for allowing Johnson Controls Security Solutions LLC (Johnson Controls) the opportunity to provide City of Eaton Rapids with our proposal for City of Eaton Rapids New Brivo Access Installation.

As an industry leader, Johnson Controls' desire is to bring experience, industry insight and value to our customers by providing solutions that deliver lasting results while help keeping risk to a minimum. Your business is our business and helping to reduce your losses while improving operations means Johnson Controls is consistently evaluating your issues and needs.

Johnson Controls provides integrated security solutions to businesses like yours throughout the world. In North America, Johnson Controls maintains over 200 full-service brick and mortar offices, staffed by more than 10,000 company-trained employees, including over 3,700 service personnel. With unparalleled presence across the U.S., Johnson Controls service and installation teams are specially trained and focused on our technology offerings.

We are proud of our history, financial strength and depth and breadth of services we offer and I look forward to discussing our proposal with you and showing you why Johnson Controls is the premier leader in the electronic security industry.

I offer you my personal commitment to help ensure Johnson Controls meets your business needs.

Sincerely,

Eric Nitschman  
Commercial Business Solutions

License Information: **AL** 2016/17-1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 **AK** 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 **AR** 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 **AZ** ROC281489, 18267-0 **CA** 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 **DC** ECS1327 **FL** EF20000890, EF20000341, EF0000478 **GA** LVA002833, LVA205386, LVU004635 **HI** CT-32427 **ID** PWC-C-12256-A-4, RCE-33602, EC012834 **IL** 127001526, 128000247, 128000246, 128000243 **LA** 24889, F523, F489 **MA** 401-C, **MI** 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; **MN** TS651063 **MS** 15024088, 19530-**SC** **NC** 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 **NJ** 34BF00050200, P00451, 607013 **NM** 375283 **NV** 0077542, F470, F469, **NY** 12000327404, Licensed by NYS Dept. of State **OH** E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 **OK** AC-67 **OR** CLE-322, 197010, AC-67 **PA** Pennsylvania Home Improvement Contractor Registration Number; PA010083 **RI** 18004, AF-09170 **TN** ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC1710, ACC1711 **TX** B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 **UT** 8390557-6501 **VA** 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 **WA** JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 **WV** 050291.

See a comprehensive list of licenses on <http://www.johnsoncontrols.com>. **California Customers Only:** Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

**JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS  
INFORMATION**



City of Eaton Rapids  
200 S Main St  
Eaton Rapids, MI 48827  
Estimate Name: City of Eaton Rapids New Brivo Access  
Installation

## PAYMENT OPTIONS

### Outright Sale Option

Provides your business with ownership of the electronic security equipment upon purchase.

Installation Investment Package: **\$13,914.26**  
Total Monthly Payment Including Preferred Services: **\$ 42.00/month**

**JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS  
INFORMATION**



## SCOPE OF WORK

This proposal presented by Johnson Controls is being provided at the request of City of Eaton Rapids to successfully meet the specifications of the City of Eaton Rapids New Brivo Access Installation Project at the 200 S Main St, Eaton Rapids, MI 48827 location.

We propose to install a Access system which will consist of the following:

- 1.0 Contact Information: Robert Pierce  
Public Works & Utilities Director  
517-525-3889  
rpierce@cityofeatonrapids.com
- 2.0 System Operation: New Brivo 6 Reader Access System Installation  
  
New Equipment:
  - 1-Main access board for 2 readers  
Located in network room
  - 2-Sub boards for 2 readers each  
Located in network room
  - 1-Power supply for locking hardware  
Located in network room
  - 1-Reader & Door strike  
Located at front entry door
  - 1-Reader & Door strike  
Located at City Hall front entry door
  - 1-Reader & Door strike  
Located at City Hall back entry door
  - 1-Reader & Door strike  
Located at City Hall side entry door
  - 1-Reader & Door strike  
Located at City Consul front entry door to second floor
  - 1-Reader & Door strike  
Located at Building back entry door

\*Price includes Labor, Wire, Programming, Training & Testing
- 3.0 Programming Info:
  - \*All programming to be done by Johnson Controls technician
  - \*Program Brivo access system for cloud base

**JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS  
INFORMATION**





City of Eaton Rapids  
200 S Main St  
Eaton Rapids, MI 48827  
Estimate Name: City of Eaton Rapids New Brivo Access  
Installation

- |     |  |  |
|-----|--|--|
| 4.0 | Site Conditions:                             | 8ft drop ceiling in office area<br>Brick building  |
| 5.0 | Customer Expectations:                       | All work to be done during normal working hours M-F  |
| 6.0 | Training Expectations:                       | *All training to be done by Johnson Control technician<br>*Train customer on the operations of the new Brivo access system<br>*Train customer on groups, schedules & adding-deleting cards   |
| 7.0 | Customer Responsibilities / Tyco Exclusions: | *Customer to provide a secure location for access panel installation<br>*Customer to provide 100V outlets for access panel power<br>*Customer to provide network connection for Brivo access panels to connect to the Web for cloud base storage |

**JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS  
INFORMATION**



City of Eaton Rapids  
200 S Main St  
Eaton Rapids, MI 48827  
Estimate Name: City of Eaton Rapids New Brivo Access  
Installation

## BILL OF MATERIALS

### City of Eaton Rapids New Brivo Access Installation System

QTY	PRODUCT CODE	DESCRIPTION	LOCATION
1	Profile Codes Access Control Configurator	Profile Codes	
1	46	Hosted Access Service PROVIDED	
1	Regular Labor	Regular Labor	
1	Labor Adjustments	Labor Adjustments	
1	B-ACS6100R-E	BRIVO ACS6100 REGULAR PANEL (ACCOMMODATES TWO (2) ACS6100 EXPANSION BO	
2	B-ACS6100-DB	TWO READER EXPANSION BOARD WITH OSDP. [CAN BE USED TO REPLACE ACS6000	
1	AL400ULX	Power Supply / Charger- 12VDC @ 4 Amp or 24VDC @ 3 Amp. UL/CUL Listed. Burg (UL603) Fire (UL 1481) A	
400	740044A	18/2c, STR, Shielded, CMP, Plenum, Green, 1000' Box	
400	710548EA	CAT 5e 24/4pr, SOL, Unshielded, CMR, Non-Plenum, Gray, 500' Box	
6	B-BSPMF-B	Mullion mount tri-technology reader	
6	Door Strikes	Locksmith Locking Hardware	
100	3586-3M	3MILLID ISO COMPOSITE PROXIMITY CARD	

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION