



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)

Yvonne Ridge – City Manager/Treasurer  
Laura Boomer – City Clerk  
Larry Joe Weeks – Police Chief  
Roger McNutt – Fire Chief  
LeRoy Hummel – Building Official  
Rob Pierce – Public Works/Utilities Director  
Randy Jewell – City Assessor  
Corey Cagle – Director of Parks,  
Recreation & Events

## **CITY COUNCIL MEETING AGENDA**

March 27, 2023  
7:00 p.m.  
City Hall

---

This meeting will be streamed live for viewing only at:

<https://us06web.zoom.us/j/81891922214>

Meeting ID: 818 9192 2214

*Please note all public comments must be made in person.*

---

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. PLEDGE OF ALLEGIANCE.**
- 4. INVOCATION.**
- 5. APPROVAL OF THE AGENDA.**
- 6. APPROVAL OF THE MINUTES OF MARCH 13, 2023 COUNCIL WORK SESSION MEETING.**
- 7. APPROVAL OF THE MINUTES OF MARCH 13, 2023 COUNCIL MEETING.**
- 8. APPROVAL OF CHECK DISBURSEMENTS TOTALING \$649,932.02.**
- 9. CITIZEN COMMENTS AND QUESTIONS**
- 10. UNFINISHED AND SPECIAL BUSINESS.** None
- 11. ITEMS OF BUSINESS.**
  - a. Approval of Police Department Video Recording System Purchase. Approve Quote's 1 and 2 from Getac for the purchase of Body Worn Cameras, In-Car Cameras, and Interview Room Cameras for an amount not to exceed \$50,926
  - b. First Read of Ordinance 2023-03. An Ordinance to amend Section 2-44 of Division 3 of Article III of Chapter 2, Written Contract Required; When Purchase Order is a Written Contract, of the codified Ordinances of the City of Eaton Rapids.
  - c. First Read of Ordinance 2023-04. An Ordinance to add Section 2-31 of Division 1 of Article III of Chapter 2, Withdrawal of City Monies by City Manager, of the codified Ordinances of the City of Eaton Rapids.
  - d. Approval of Settlement Agreement. Approve the Settlement Agreement with Mill Street, LLC. owners of the Horner Mill property.

- e. Adoption of Resolution 2023-05. Local Governing Body Resolution for Charitable Gaming License for the Eaton Rapids Community Alliance.

## **12. CITIZEN COMMENTS AND QUESTIONS**

### **13. REPORTS.**

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

### **14. 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, April 10, 2023

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

Zoning Board of Appeals

Local Officers Compensation Commission

**March 13, 2023**  
**City Council Worksession**

A Worksession of the Eaton Rapids City Council was held at City Hall, 200 S. Main Street, on March 13, 2023, at 5:00 p.m.

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

Administrative Staff Present were City Manager Ridge, Clerk Boomer, Fire Chief McNutt, DPW Director Pierce, Parks, Recreation & Events Director Cagle, and City Attorney Harkness.

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. City Attorney Harkness presented and reviewed with Council a draft Written Contract Required Ordinance. He advised that he is working on the purchasing policy ordinance.
2. City Attorney Harkness presented and reviewed with Council a draft Withdrawal of Monies Ordinance.
3. Parks, Recreation & Events Director Cagle presented and reviewed with Council the 4<sup>th</sup> of July Special Event Application. Events are still being added. Cagle has reached out to food truck vendors. It is on the formal agenda for approval.
4. The draft Oak Ridge Park Interlocal Agreement is not ready yet. It will be on a future agenda.
5. City Manager Ridge presented and reviewed with Council the resolution for PNC bank signatories. She advised she is working on updating other banks' signatories. It is on the formal agenda for adoption.
6. City Manager Ridge presented and reviewed with Council the corrective action plan. She is planning to submit the plan to the State on Friday.

Steele moved, Robison seconded, to enter closed session to consider a matter of attorney client privilege (MCL 15.268). PASSED by roll call vote:

Yeas: Nicholas, Steele, Colestock, Robison, Politza

Nays: 0

Absent: 0

Council entered closed session at 5:30 p.m.

Council reconvened at 5:52 p.m.

**Public Comments:** None

Councilwoman Politza inquired about The building located at State St. and Main St. Fire Chief McNutt advised work is being done on the building and indications are that it will be a restaurant.

Mayor Colestock reported that the tree lights are not working, and a replacement plan is being considered. She inquired about a Council tour of City properties. City Attorney Harkness advised that it

could become an Open Meetings Act violation or a perceived violation. She commented that she would like to hold another citizen academy.

Fire Chief McNutt reported that the first family has moved into 208 King St. He is working on letters for the second phase of the rental registration program.

City Attorney Harkness reported that the last juvenile responsible for the park vandalism has pleaded guilty with required restitution, fines and other court ordered requirements.

City Manager Ridge reported that she is sending out budget meeting schedules to department heads. The corrected W2's should be available tomorrow. Refunds for social security and Medicare overpayments will be processed soon. They are starting on the 2019 W2's and 941 reports. She has interviewed someone for the Treasurer position, but they declined an offer. Representative Slotkin reached out for projects in the area. Ridge is submitting the clean water project for federal funds. She is working with Cagle on a CDAM intern to assist with the Parks, Recreation, and Events Department. They also have an individual who has expressed interest in an intern position at the City. She will be posting for summer help soon.

Director of Parks, Recreation, and Events Cagle reported that he is launching a RAVE community programs alert system.

Steele moved, Robison seconded, PASSED, to adjourn.  
The meeting adjourned at 6:19 p.m.

---

Pamela Colestock, Mayor

---

Laura Boomer, City Clerk

**March 13, 2023,  
City Council Meeting**

A regular meeting of the Eaton Rapids City Council was held at City Hall, 200 S. Main Street, on March 13, 2023, 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, Robison, and Politza.

The Pledge of Allegiance was recited.

The invocation was given by Mayor Colestock.

Robison moved, Steele seconded, PASSED, to approve the agenda with the addition of item 11. c. Adoption of Resolution 2023-04 Flagstar Bank Signatories.

Steele moved, Robison seconded, PASSED, to approve the February 27, 2023 Worksession Minutes .

Steele moved, Nicholas seconded, PASSED, to approve the February 27, 2023 Council Meeting Minutes.

Steele moved, Politza seconded, PASSED, to approve the disbursements totaling \$361,224.15.

**Public Comments:** None

**Unfinished/Special Business:**

- a. Audit presentation by Steven Breyer of Siegfried Crandall, P.C.

**Items of Business:**

- a. Steele moved, Robison seconded, PASSED, to approve the Special Event Application for the 4<sup>th</sup> of July.
- b. Steele moved, Politza seconded, to Adopt Resolution 2023-03 Authorizing PNC Signatories for Extensions of Credit and Incumbency Certificate. PASSED by roll call vote:  
Yeas: Robison, Nicholas, Colestock, Steele, Politza  
Nays: 0  
Absent: 0
- c. Steele moved, Politza seconded, to Adopt Resolution 2023-04 Updating Flagstar Bank Signatories. PASSED by roll call vote:  
Yeas: Politza, Steele, Colestock, Nicholas, Robison  
Nays: 0  
Absent: 0

**Public Comments:**

Russ Hicks commented on dam safety and presented literature on dam safety. Presented check for \$50 for a suggested bench at Mill Pointe Park.

County Commissioner Rogers reported on beautification efforts at the County Courthouse. She feels County dollars could be spent in better ways. Councilman Steele commented that he has heard from constituents who would like to see some gravel roads paved.

**Reports:**

a. Staff-

Fire Chief McNutt reported that the emergency siren that was relocated will be tested tomorrow at noon.

City Manager Ridge reported that the .gov was approved. Should start the conversion in a few weeks. The Treasurer position is still open. She is working on the CDBG grant closeout.

b. Council-

Steele reported that he read to kids at Greyhound Central. He thanked DPW for snow removal. He thanked Ridge for the audit information.

c. Mayor-

Mayor Colestock reported that she attended the EMS meeting last week. They are making strides to show the importance of the service. They are looking at contracts for cost sharing. The next meeting will be in May. DDA met last week, and no Main Street decision was made. They are continuing the Façade Grant program. Councilwoman Politza is planning to distribute the applications to Downtown businesses.

Robison moved, Steele seconded, PASSED, to adjourn.

The meeting adjourned at 7:48 p.m.

---

Pamela Colestock, Mayor

---

Laura Boomer, City Clerk



CITY OF EATON RAPIDS

PAYABLES REPORT FOR MARCH 27, 2023

ACCOUNTS PAYABLE CHECKS – CHECKS 156912 – 157004 = \$171,376.38

PAYROLL – PAYDATE MARCH 17, 2023 - \$99,696.66

.....  
MARCH 15, 2023 – ACH – EATON RAPIDS SOLAR - \$4,725.24

MARCH 15, 2023 – ACH – GRAND RIVER POWER COMPANY - \$18,801.00

MARCH 20, 2023 – ACH - MPPA - \$243,667.98

MARCH 27, 2023 – ACH – MPPA - \$111,664.76

TOTAL CHECKS - \$271,073.04

TOTAL ACH - \$378,858.98

**TOTAL DISBURSEMENTS THIS PERIOD - \$649,932.02**

03/23/2023 01:00 PM  
User: LEIGH TYLER  
DB: Eaton Rapids

CHECK DISBURSEMENT REPORT FOR EATON RAPIDS  
CHECK NUMBER 156912 - 157004

Page 1/5

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/27/2023	GEN	156912	ADVANCED AUTO PARTS	AUTO PARTS	101.441.93200	3.43
		156912		AUTO PARTS	598.538.93210	48.89
		156912		AUTO PARTS	598.556.93300	12.72
						<hr/> 65.04
03/27/2023	GEN	156913	AMAZON	KEY BOX FOR CITY HALL	101.299.73000	39.99
03/27/2023	GEN	156914	AMAZON	SMALL ENVELOPES & LABELS	208.691.74404	28.98
03/27/2023	GEN	156915	AMAZON	USB C TO USB A	598.538.93300	24.21
03/27/2023	GEN	156916	AMERICAN RENTALS	DPW PORTABLE TOILET	598.538.93210	117.00
03/27/2023	GEN	156917	BARYAMES CLEANERS, INC.	DRY CLEANING	101.301.74200	28.70
03/27/2023	GEN	156918	BLUE CARE NETWORK	HEALTHCARE	101.253.71600	(114.76)
		156918		HEALTHCARE	101.276.71650	903.71
		156918		HEALTHCARE	101.301.71600	5,619.27
		156918		HEALTHCARE	101.301.71650	1,902.14
		156918		HEALTHCARE	101.441.71600	3,013.83
		156918		HEALTHCARE	202.463.71600	(252.82)
		156918		HEALTHCARE	202.478.71600	(223.24)
		156918		HEALTHCARE	203.463.71600	(262.68)
		156918		HEALTHCARE	208.691.71600	136.98
		156918		HEALTHCARE	249.371.71600	2,350.36
		156918		HEALTHCARE	280.804.71600	(114.75)
		156918		HEALTHCARE	598.528.71600	4,546.03
		156918		HEALTHCARE	598.538.71600	8,099.33
		156918		HEALTHCARE	598.538.71650	(8.06)
		156918		HEALTHCARE	598.556.71600	653.61
						<hr/> 26,248.95
03/27/2023	GEN	156919	BLUE CROSS BLUE SHIELD OF MICH	HEALTHCARE	101.215.71650	815.55
		156919		HEALTHCARE	101.441.71600	2,952.74
		156919		HEALTHCARE	280.804.71650	233.01
		156919		HEALTHCARE	598.528.71650	233.01
		156919		HEALTHCARE	598.538.71600	738.18
		156919		HEALTHCARE	598.538.71650	932.06
		156919		HEALTHCARE	598.556.71600	4,477.34
		156919		HEALTHCARE	598.556.71650	116.51
						<hr/> 10,498.40
03/27/2023	GEN	156920	BRANDY MILLER	ZBA MEETING 03.08.23	101.722.71000	20.00
03/27/2023	GEN	156921	BS & A SOFTWARE	GOVERNMENTAL ACCOUNTING TNG FOR YVONN	101.253.95800	150.00
03/27/2023	GEN	156922	BS & A SOFTWARE	GOVERNMENTAL ACCOUNTING TNG FOR LEIGH	101.253.95800	150.00
03/27/2023	GEN	156923	C2AE	MISC ENGINEERING SERVICES	598.538.81100	623.65



03/23/2023 01:00 PM  
User: LEIGH TYLER  
DB: Eaton Rapids

CHECK DISBURSEMENT REPORT FOR EATON RAPIDS  
CHECK NUMBER 156912 - 157004

Page 2/5

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/27/2023	GEN	156924	CGS SAFETY TRAINING, INC	LOCKOUT TAGOUT TRAINING	101.441.95800	274.67
		156924		LOCKOUT TAGOUT TRAINING	598.528.95800	274.67
		156924		LOCKOUT TAGOUT TRAINING	598.538.95800	274.67
		156924		LOCKOUT TAGOUT TRAINING	598.556.95800	274.67
						1,098.68
03/27/2023	GEN	156925	CHERYL KAPFF	BOARD OF REVIEW PAY - MARCH 2023	101.247.71200	235.00
03/27/2023	GEN	156926	CHRIS GARRISON	ELECTRICAL INSPECTIONS FOR FEBRUARY 2	249.371.81700	255.00
03/27/2023	GEN	156927	CINTAS FIRST AID & SAFETY #325	FIRST AID SUPPLIES	101.276.74401	22.16
		156927		FIRST AID SUPPLIES	101.336.74401	47.50
		156927		FIRST AID SUPPLIES	101.441.74401	8.26
		156927		FIRST AID SUPPLIES	598.528.74401	30.97
		156927		FIRST AID SUPPLIES	598.538.74401	8.27
		156927		FIRST AID SUPPLIES	598.556.74401	12.74
						129.90
03/27/2023	GEN	156928	CLARK HILL	LEGAL SERVICES	598.538.80200	1,064.00
03/27/2023	GEN	156929	CONSUMERS ENERGY	PSB GAS BILL INV# 206524949666	101.301.92100	679.19
		156929		PSB GAS BILL INV# 206524949666	101.336.92100	679.18
						1,358.37
03/27/2023	GEN	156930	CONSUMERS ENERGY	GAS BILL 300 MARKET ST. ( MARCH )	598.528.92100	2,524.60
03/27/2023	GEN	156931	CONSUMERS ENERGY	GAS BILL 112 E.HAMLIN ST. (MAR)	208.691.92100	104.52
03/27/2023	GEN	156932	CONSUMERS ENERGY	GAS BILL 100 HOWE DR. (MAR)	208.691.92100	16.00
03/27/2023	GEN	156933	CONSUMERS ENERGY	GAS BILL 301 MARKET ST UNIT A (MAR)	101.441.92100	806.42
03/27/2023	GEN	156934	CONSUMERS ENERGY	GAS BILL 700 CANAL ST. WTP (MAR)	598.556.92100	743.87
03/27/2023	GEN	156935	CONSUMERS ENERGY	GAS BILL 301 MARKET ST. UNIT C (MAR)	598.538.92100	269.26
03/27/2023	GEN	156936	CONSUMERS ENERGY	GAS BILL 700 CANAL ST. WTP (MAR)	598.556.92100	73.64
03/27/2023	GEN	156937	CONSUMERS ENERGY	GAS BILL 301 MARKET ST. UNIT (FEB)	598.538.92100	107.37
03/27/2023	GEN	156938	CONSUMERS ENERGY	NATURAL GAS- CITY HALL 02.10.23-03.13	101.299.92100	574.98
03/27/2023	GEN	156939	CSI EMERGENCY APPARATUS, LLC	2 1/2 BY 1 1/2 INCH COUPLING	101.336.74400	38.25
03/27/2023	GEN	156940	DARREN TANNER	PLANNING COMM-03.06.23	101.721.71000	20.00
03/27/2023	GEN	156941	DAVID LYNCH	MECHANICAL INSEPCTIONS FOR FEBRUARY 2	249.371.81700	585.00
03/27/2023	GEN	156942	EATON RAPIDS PUBLIC SCHOOLS	FUEL - FEBRUARY 2023	101.301.74100	727.17
		156942		FUEL - FEBRUARY 2023	101.336.74100	543.31
		156942		FUEL - FEBRUARY 2023	101.441.74100	962.01
		156942		FUEL - FEBRUARY 2023	249.371.74100	47.17

03/23/2023 01:00 PM  
User: LEIGH TYLER  
DB: Eaton Rapids

CHECK DISBURSEMENT REPORT FOR EATON RAPIDS  
CHECK NUMBER 156912 - 157004

Page 3/5

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		156942		FUEL - FEBRUARY 2023	598.538.74100	834.61
		156942		FUEL - FEBRUARY 2023	598.556.74100	442.27
						<hr/> 3,556.54
03/27/2023	GEN	156943	EGLE MICHIGAN DEPT. OF	WATER SAMPLING	598.556.74900	69.00
03/27/2023	GEN	156944	EGLE MICHIGAN DEPT. OF	WATER SAMPLING	598.556.74900	69.00
03/27/2023	GEN	156945	ELHORN ENGINEERING COMPANY	7661-30 LIQUFIED AQUADENE 30 GAL	598.556.74600	1,190.00
03/27/2023	GEN	156946	ERIC CHAGNON	BOARD OF REVIEW PAY - MARCH 2023	101.257.71000	235.00
03/27/2023	GEN	156947	FIRST STATE BANK OF LIVINGSTON	LEASE AND INTEREST ON SPARTAN PUMPER	611.901.98103	40,000.00
		156947		LEASE AND INTEREST ON SPARTAN PUMPER	611.901.99500	242.82
						<hr/> 40,242.82
03/27/2023	GEN	156948	GERALD KOPACK	ZBA MEETING 03.08.23	101.722.71000	20.00
03/27/2023	GEN	156949	GOODYEAR COMMERCIAL TIRE	TIRE REPAIR	101.336.93400	1,805.61
03/27/2023	GEN	156950	GRAINGER	CORDLESS POWER TOOLS FOR PH	598.538.93210	488.85
03/27/2023	GEN	156951	GRP ENGINEERING, INC.	ELECT ENGINEERING PROJECT #22-1342.0	598.538.81100	6,000.00
03/27/2023	GEN	156952	HOPKINS MECHANICAL SERVICES LLC	WWTP RTU REPAIR (MAIN BUILDING)	598.528.93100	1,327.00
03/27/2023	GEN	156953	JACK DOHENY	10' TUBES & CLAMPS IMPROVED PROCESS	598.528.93200	641.13
03/27/2023	GEN	156954	JOHN HETZER	ZBA MEETING 03.08.23	101.722.71000	20.00
03/27/2023	GEN	156955	KENDALL ELECTRIC, INC.	MDL-8-R BUS FUSES (15)	598.528.93200	45.05
03/27/2023	GEN	156956	KENDALL ELECTRIC, INC.	LIMIT SWITCHES FOR WWTP GATE (3)	598.528.93100	91.70
03/27/2023	GEN	156957	KENDALL ELECTRIC, INC.	HEAVY DUTY LOCKING PHOTO CELL EK4536	598.538.75500	390.48
03/27/2023	GEN	156958	KENDALL ELECTRIC, INC.	POST TOP LED BULB MOGUL BASE	598.538.75500	963.00
03/27/2023	GEN	156959	KERR PUMP AND SUPPLY	RELIEF VALVES AND PLATE WEIGHTS AND F	598.528.93200	873.65
03/27/2023	GEN	156960	KONE INC.	ELEVATOR MAINTENANCE SERV. 3/1_5/31/2	101.265.93100	1,060.20
03/27/2023	GEN	156961	MARTIN VANEK	PLANNING COMM-03.06.23	101.721.71000	20.00
03/27/2023	GEN	156962	MICHAEL BAKER	ZBA MEETING 03.08.23	101.722.71000	20.00
03/27/2023	GEN	156963	MICHAEL BAKER	PLANNING COMM-03.06.23	101.721.71000	20.00
03/27/2023	GEN	156964	MICHIGAN MUNICIPAL LEAGUE	CLASSIFIED AD- TREASURER	101.299.90400	274.00
03/27/2023	GEN	156965	MID-MICHIGAN CODE OFFICIALS ASSO	MID MICHIGAN CODE OFFICIALS MEMBERSHI	249.371.95700	60.00
03/27/2023	GEN	156966	PAUL WEGNER	PLANNING COMM-03.06.23	101.721.71000	20.00
03/27/2023	GEN	156967	PERCEPTIVE CONTROLS	PRESSURE SWITCH EAST WATER TOWER	598.556.93200	3,089.50
03/27/2023	GEN	156968	PERCEPTIVE CONTROLS	PUMP DRIVE REPLACEMENT	598.528.93200	2,220.50

03/23/2023 01:00 PM  
User: LEIGH TYLER  
DB: Eaton Rapids

CHECK DISBURSEMENT REPORT FOR EATON RAPIDS  
CHECK NUMBER 156912 - 157004

Page 4/5

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/27/2023	GEN	156969	POWER LINE SUPPLY COMPANY	VARIOUS HARDWARE - SEE PO	598.538.74400	1,074.73
03/27/2023	GEN	156970	POWER LINE SUPPLY COMPANY	COMPRESSION SPLICE PAR. TEN. VCJS36R	598.538.74400	287.25
03/27/2023	GEN	156971	POWER LINE SUPPLY COMPANY	RUBBER GOODS TEST/CLEAN/REPLACE REJEC	598.538.74401	3,648.75
03/27/2023	GEN	156972	POWER LINE SUPPLY COMPANY	CALSS 2 SZ 11 RUBBER GLOVES	598.538.74401	750.00
03/27/2023	GEN	156973	POWER LINE SUPPLY COMPANY	SZ 10 CL 2 17KV RUBBER GLOVES	598.538.74401	1,500.00
03/27/2023	GEN	156974	RANDY JEWELL	LUNCH FOR BOARD OF REVIEW - MARCH 202	101.257.95900	71.19
03/27/2023	GEN	156975	RESCO	(2) 250 FT COILS OF 3/8 " GUY WIRE	598.538.74400	320.00
03/27/2023	GEN	156976	RESCO	24V RECLOSER BATTERY OSA041 - SHIPPIN	598.538.72800	66.65
		156976		24V RECLOSER BATTERY OSA041 - SHIPPIN	598.538.74400	294.99
						<hr/> 361.64
03/27/2023	GEN	156977	RICHARD LOFTUS	PLANNING COMM-03.06.23	101.721.71000	20.00
03/27/2023	GEN	156978	ROBERT BETTS	PLUMBING INSPECTIONS FOR JULY 2022	249.371.81700	147.50
03/27/2023	GEN	156979	ROBERT BETTS	PLUMBING INSPECTIONS FROM AUGUST 2022	249.371.81700	433.75
03/27/2023	GEN	156980	ROBERT BETTS	PLUMBING INSPECTIONS FROM SEPTEMBER 2	249.371.81700	430.00
03/27/2023	GEN	156981	ROBERT BETTS	PLUMBING INSPECTIONS FROM DECEMBER 20	249.371.81700	491.25
03/27/2023	GEN	156982	ROBERT BETTS	PLUMBING INSPECTIONS FROM NOVEMBER 20	249.371.81700	311.25
03/27/2023	GEN	156983	ROBERT BETTS	PLUMBING INSPECTIONS FROM OCTOBER 202	249.371.81700	147.75
03/27/2023	GEN	156984	ROBERT SOUTH	BOARD OF REVIEW PAY - MARCH 2023	101.257.71000	235.00
03/27/2023	GEN	156985	ROGER MCNUTT	REIMBURSEMENT FOR OFFICE SUPPLIES	101.336.74400	98.56
03/27/2023	GEN	156986	ROSE PEST SOLUTIONS	PEST CONTROL- MARCH	101.265.77600	68.00
03/27/2023	GEN	156987	RUSS HALSEY	PLANNING COMM-03.06.23	101.721.71000	20.00
03/27/2023	GEN	156988	SAGINAW VALLEY CHAPTER CODE COUN	SAGINAW VALLEY CHAPTER CODE COUNCIL M	249.371.95700	15.00
03/27/2023	GEN	156989	SAGINAW VALLEY CHAPTER CODE COUN	MADCAD REGISTRATION 2023	249.371.95700	285.00
03/27/2023	GEN	156990	SIEGFRIED CRANDALL PC	PROFESSIONAL SERVICES / AUDITING SERV	101.299.80300	13,500.00
03/27/2023	GEN	156991	SPARROW OCCUPATIONAL HEALTH	PRE EMPLOYMENT SCREENING GARRETT LEA	101.441.83500	213.00
03/27/2023	GEN	156992	SPARROW OCCUPATIONAL HEALTH	PRE EMPLOYMENT SCREENING COREY ADLEM	101.441.83500	188.00
03/27/2023	GEN	156993	ST REGIS CULVERT	PLOW CUTTING BLADES 2023	203.463.74000	1,880.00
03/27/2023	GEN	156994	STAPLES	COPY PAPER & ADDING MACHINE TAPE ROLL	101.299.73000	89.09
03/27/2023	GEN	156995	SUNBELT SOLOMON SERVICES, LLC	TRANSFORMERS AND OIL TEST	598.538.75100	4,130.00
03/27/2023	GEN	156996	THE HARKNESS LAW FIRM, PLLC	CIVIL LEGAL SERVICES THROUGH 03/14/23	101.299.80200	1,100.80

03/23/2023 01:00 PM

User: LEIGH TYLER

DB: Eaton Rapids

## CHECK DISBURSEMENT REPORT FOR EATON RAPIDS

CHECK NUMBER 156912 - 157004

Page 5/5

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/27/2023	GEN	156997	THE RIGHT TOUCH JANITORIAL	JANITORIAL SERVICES-03.10.23, 03.17.2	101.265.77600	360.00
03/27/2023	GEN	156998	TOTAL FIRE PROTECTION, INC	NFPA 25 INSPECTIONS- CITY HALL/PSB	101.265.93100	212.50
		156998		NFPA 25 INSPECTIONS- CITY HALL/PSB	101.301.93100	212.50
						<u>425.00</u>
03/27/2023	GEN	156999	USA BLUE BOOK	LAB SUPPLIES WWTP	598.528.74900	1,372.57
03/27/2023	GEN	157000	VALERIE HILTZ	PLANNING COMM-03.06.23	101.721.71000	20.00
03/27/2023	GEN	157001	VISUAL EDGE IT	COPY MACHINE METER READ INV# 24AR7333	101.301.73100	23.89
		157001		COPY MACHINE METER READ INV# 24AR7333	101.336.73000	23.88
						<u>47.77</u>
03/27/2023	GEN	157002	WEST SHORE FIRE	MAINTENANCE ON SEVERE WEATHER SIRENS	101.336.93200	1,275.00
03/27/2023	GEN	157003	WHEELER CREATIVE STUDIOS	RADIO COMMERCIAL PRODUCTION INV# 1341	101.301.90400	2,100.00
03/27/2023	GEN	157004	WSP	LANDFILL EVIROMENTAL TESTING 2023	101.441.81100	21,145.72
			TOTAL - ALL FUNDS	TOTAL OF 93 CHECKS		171,376.38

For Payroll ID: 588 Check Date: 03/17/2023 Pay Period End Date: 03/12/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/17/2023	GEN	301382	CRAVEN, TROY L.	3,098.67	494.16	1,590.00	Processing
03/17/2023	GEN	DD85722	ADLEMAN, COREY M	1,918.40	0.00	1,522.55	Processing
03/17/2023	GEN	DD85723	BAILEY, SEAN	2,300.80	0.00	1,670.67	Processing
03/17/2023	GEN	DD85724	BOOMER, LAURA S	3,063.49	0.00	1,608.08	Processing
03/17/2023	GEN	DD85725	BRISCOE, CRAIG A	2,732.20	0.00	1,676.96	Processing
03/17/2023	GEN	DD85726	CAGLE, COREY J	2,692.80	0.00	1,854.11	Processing
03/17/2023	GEN	DD85727	CAMP, SHEILA J	2,080.00	0.00	1,566.69	Processing
03/17/2023	GEN	DD85728	CARR, MARRIE JO	4,953.93	0.00	3,153.48	Processing
03/17/2023	GEN	DD85729	CREGER, JR., PAUL L	2,663.49	0.00	1,042.98	Processing
03/17/2023	GEN	DD85730	EDDY, KIMBERLY T.	2,390.00	0.00	1,877.46	Processing
03/17/2023	GEN	DD85731	FERGUSON, JASON M	2,701.13	0.00	1,983.12	Processing
03/17/2023	GEN	DD85732	FLOWER, JON C.	2,546.41	0.00	1,773.30	Processing
03/17/2023	GEN	DD85733	FULLER, STEVE	2,689.98	0.00	1,734.68	Processing
03/17/2023	GEN	DD85734	HAYNOR, LEE JAMES	2,332.22	0.00	1,810.11	Processing
03/17/2023	GEN	DD85735	HEINRITZ, BENJAMIN W	3,065.24	0.00	1,964.92	Processing
03/17/2023	GEN	DD85736	HENDON, DAVID A	2,075.00	0.00	1,458.21	Processing
03/17/2023	GEN	DD85737	HUMMEL, LEROY	3,040.00	0.00	2,094.21	Processing
03/17/2023	GEN	DD85738	KUNKEL, DOUG	3,190.74	0.00	2,276.79	Processing
03/17/2023	GEN	DD85739	KUYKENDOLL, JEREMY M	3,154.20	0.00	1,998.07	Processing
03/17/2023	GEN	DD85740	LATCHAW, JAYNE M	826.00	0.00	702.80	Processing
03/17/2023	GEN	DD85741	LEASE, GARRETT L	2,339.97	0.00	1,727.39	Processing
03/17/2023	GEN	DD85742	LEASE, MARK A.	3,157.25	0.00	1,984.34	Processing
03/17/2023	GEN	DD85743	MCNUTT, ROGER A.	1,500.00	0.00	1,212.33	Processing
03/17/2023	GEN	DD85744	MORRISON, JAMES	2,131.20	0.00	1,462.52	Processing
03/17/2023	GEN	DD85745	NOBACH, JONATHAN S	2,997.68	0.00	2,148.60	Processing
03/17/2023	GEN	DD85746	PERKINS, BROOKE M	2,240.00	0.00	1,575.86	Processing
03/17/2023	GEN	DD85747	PIERCE, III, ROBERT J	3,096.00	0.00	2,115.16	Processing
03/17/2023	GEN	DD85748	PLATTE, DILLON S	1,720.00	0.00	1,309.27	Processing
03/17/2023	GEN	DD85749	RICHARDS, NICHOLAS L	1,948.00	0.00	1,348.57	Processing
03/17/2023	GEN	DD85750	RIDGE, YVONNE L	3,911.13	0.00	2,494.48	Processing

For Payroll ID: 588 Check Date: 03/17/2023 Pay Period End Date: 03/12/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/17/2023	GEN	DD85751	SCOTT, CHRISTOPHER A.	2,304.96	0.00	1,475.44	Processing
03/17/2023	GEN	DD85752	SIFTON, LEE H.	3,123.36	0.00	2,021.02	Processing
03/17/2023	GEN	DD85753	SOUTHWARD, MALLORY M	2,092.98	0.00	1,554.94	Processing
03/17/2023	GEN	DD85754	TWICHELL, ANTHONY S	2,530.80	0.00	1,752.18	Processing
03/17/2023	GEN	DD85755	TYLER, LEIGH A	2,079.74	0.00	1,640.37	Processing
03/17/2023	GEN	DD85756	VERHELLE, TODD W.	2,699.61	0.00	1,751.01	Processing
03/17/2023	GEN	DD85757	WARSOP, JARED L	2,960.19	0.00	1,994.67	Processing
03/17/2023	GEN	DD85758	WEEKS II, LARRY J.	3,349.09	0.00	2,351.72	Processing

Totals:	Number of Checks:	038	99,696.66	494.16	67,279.06
Total Physical Checks:		1			
Total Check Stubs:		37			



Eaton Rapids Solar, LLC.

E-Mail to Connor Fields @ [connorfiel@helios-power.com](mailto:connorfiel@helios-power.com)

YEAR	2023	
BILLING MONTH	MARCH	#16224267
USAGE MONTH	FEB-MAR	
	BEGINNING	02.14.23
	TO	TO
	ENDING	03.15.23
D1 PRESENT READING		41915
D1 PREVIOUS READING		41682
UNITS		233
MULTIPLIER		120
KWH Generated		27960
KWH PRICE		0.169
KWH Sale Price		4725.24
TOTAL KWH		27960
TOTAL Payment		4725.24

ANY QUESTIONS CONTACT LAURA BOOMER  
CITY OF EATON RAPIDS MICHIGAN  
PH# 517 663 8118 FAX# 517 663 1116  
CELL# 517 719 4477 [lboomer@cityofeatonrapids.com](mailto:lboomer@cityofeatonrapids.com)

GRAND RIVER POWER COMPANY  
6731 MORSE DR  
OLIVET, MI 49076  
ATTN: SEAN DOMBROSKI  
PH# 517-285-8720

YEAR	2023		
BILLING MONTH	MARCH	SMITHVILLE	MIXED
USAGE MONTH	FEB-MARCH	DAM	PLANT
	BEGINNING	2.14.23	2.14.23
	TO	TO	TO
	ENDING	3.15.23	3.15.23
D1 PRESENT READING		3092	4581
D1 PREVIOUS READING		2858	4364
UNITS		234	217
MULTIPLIER		1600	200
KWH Generated		374400	43400
KWH PRICE		0.045	0.045
KWH Sale Price		16848	1953
TOTAL KWH	417800		
TOTAL Payment	18801		

ANY QUESTIONS CONTACT LAURA BOOMER  
CITY OF EATON RAPIDS MICHIGAN  
PH# 517 663 8118 FAX #517 663 1116  
CELL# 517 719 4477 lboomer@cityofeatonrapids.com



**INVOICE DATE:** 03/14/23  
**DUE DATE:** 03/20/23

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

**243,667.98**

Due Date: 03/20/23

ACH - ABA Routing # 072400052 - Account # 7168131519  
WIRE - ABA Routing # 042000314 - Account # 7168131519

		DAY AHEAD		REAL TIME		
<u>MISO ENERGY</u>		MWH	\$\$\$	MWH	\$\$\$	TOTAL \$\$\$
LOAD	LOAD	1,893.400	53,699.46	81.878	2,462.98	56,162.44
	GENERATION	-	-	-	-	-
BELLE RIVER	GENERATION	-	-	-	-	-
CAMPBELL	GENERATION	-	-	-	-	-
KALKASKA CT	GENERATION	-	-	-	-	-
BILATERALS	GENERATION	(969.600)	(25,807.52)			(25,807.52)
RENEWABLE	LANDFILL	(33.600)	(949.01)	(7.332)	(221.15)	(1,170.16)
	ESP WIND	(203.045)	(5,373.67)			(5,373.67)
	ESP SOLAR	(134.752)	(3,802.37)	25.515	1,023.46	(2,778.91)
	HYDRO/SOLAR	-	-			-
	SUBTOTAL	552.403	17,766.89	100.061	3,265.29	21,032.18
LMP	Purchase	557.053	17,781.52	123.838	3,785.18	
	Sale	(4.650)	(14.63)	(23.777)	(519.89)	
<u>PJM ENERGY</u>		MWH	\$\$\$			\$\$\$
AFEC	GENERATION	(239.457)	(7,181.87)			(7,181.87)
AFEC	PROJECT COST	Variable	10,964.74	Fixed	7,315.63	18,280.37
ORCHARD HILLS	LANDFILL	(9.164)	(234.83)			(234.83)
						Subtotal
						10,863.67
<u>MISO OVERHEADS</u>						
ASSEMBLY I & II						27.64
BELLE RIVER						-
CAMPBELL						-
PEGASUS						17.70
ESP						357.26
						Subtotal
						402.60
<u>ADDITIONAL ITEMS</u>						
BILAT CONTRACT COST		03/11/23	03/17/23	MWH	COST	
PEGASUS CONTRACT COST		02/25/23	03/03/23	912.000	60,663.12	
ASSEMBLY I CONTRACT COST		02/25/23	03/03/23	203.045	8,690.33	
ASSEMBLY II CONTRACT COST		02/25/23	03/03/23	46.101	2,098.53	
				63.136	2,379.60	
STAGE II ARR						(3,211.34)
RAA CAPACITY CREDIT						(844.13)
MVP DISTRIBUTION						(111.38)
SCHEDULE 49						-
MONTHLY TRANSMISSION		February-23			112,537.57	
MONTHLY TRANSMISSION		Prior Adjustments			(4,047.77)	
MONTHLY CAPACITY		February-23			33,215.00	
<u>MISCELLANEOUS</u>						-
						211,369.53

<b>TOTAL AMOUNT DUE FROM (TO) EATON RAPIDS</b>	
10/1/2018	10/1/2018
10/2/2018	10/2/2018
10/3/2018	10/3/2018
10/4/2018	10/4/2018
10/5/2018	10/5/2018
10/6/2018	10/6/2018
10/7/2018	10/7/2018
10/8/2018	10/8/2018
10/9/2018	10/9/2018
10/10/2018	10/10/2018
10/11/2018	10/11/2018
10/12/2018	10/12/2018
10/13/2018	10/13/2018
10/14/2018	10/14/2018
10/15/2018	10/15/2018
10/16/2018	10/16/2018
10/17/2018	10/17/2018
10/18/2018	10/18/2018
10/19/2018	10/19/2018
10/20/2018	10/20/2018
10/21/2018	10/21/2018
10/22/2018	10/22/2018
10/23/2018	10/23/2018
10/24/2018	10/24/2018
10/25/2018	10/25/2018
10/26/2018	10/26/2018
10/27/2018	10/27/2018
10/28/2018	10/28/2018
10/29/2018	10/29/2018
10/30/2018	10/30/2018
10/31/2018	10/31/2018
11/1/2018	11/1/2018
11/2/2018	11/2/2018
11/3/2018	11/3/2018
11/4/2018	11/4/2018
11/5/2018	11/5/2018
11/6/2018	11/6/2018
11/7/2018	11/7/2018
11/8/2018	11/8/2018
11/9/2018	11/9/2018
11/10/2018	11/10/2018
11/11/2018	11/11/2018
11/12/2018	11/12/2018
11/13/2018	11/13/2018
11/14/2018	11/14/2018
11/15/2018	11/15/2018
11/16/2018	11/16/2018
11/17/2018	11/17/2018
11/18/2018	11/18/2018
11/19/2018	11/19/2018
11/20/2018	11/20/2018
11/21/2018	11/21/2018
11/22/2018	11/22/2018
11/23/2018	11/23/2018
11/24/2018	11/24/2018
11/25/2018	11/25/2018
11/26/2018	11/26/2018
11/27/2018	11/27/2018
11/28/2018	11/28/2018
11/29/2018	11/29/2018
11/30/2018	11/30/2018
12/1/2018	12/1/2018
12/2/2018	12/2/2018
12/3/2018	12/3/2018
12/4/2018	12/4/2018
12/5/2018	12/5/2018
12/6/2018	12/6/2018
12/7/2018	12/7/2018
12/8/2018	12/8/2018
12/9/2018	12/9/2018
12/10/2018	12/10/2018
12/11/2018	12/11/2018
12/12/2018	12/12/2018
12/13/2018	12/13/2018
12/14/2018	12/14/2018
12/15/2018	12/15/2018
12/16/2018	12/16/2018
12/17/2018	12/17/2018
12/18/2018	12/18/2018
12/19/2018	12/19/2018
12/20/2018	12/20/2018
12/21/2018	12/21/2018
12/22/2018	12/22/2018
12/23/2018	12/23/2018
12/24/2018	12/24/2018
12/25/2018	12/25/2018
12/26/2018	12/26/2018
12/27/2018	12/27/2018
12/28/2018	12/28/2018
12/29/2018	12/29/2018
12/30/2018	12/30/2018
12/31/2018	12/31/2018
1/1/2019	1/1/2019
1/2/2019	1/2/2019
1/3/2019	1/3/2019
1/4/2019	1/4/2019
1/5/2019	1/5/2019
1/6/2019	1/6/2019
1/7/2019	1/7/2019
1/8/2019	1/8/2019
1/9/2019	1/9/2019
1/10/2019	1/10/2019
1/11/2019	1/11/2019
1/12/2019	1/12/2019
1/13/2019	1/13/2019
1/14/2019	1/14/2019
1/15/2019	1/

243,667.98

S7

S14

S55

\$105

02/25/23

03/03/23

02/18/23

02/24/23

01/08/23

01/14/23

11/19/22

11/25/22

INVOICE #: 20230321ETRP

INVOICE DATE: 03/21/23  
DUE DATE: 03/27/23

**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**

**111,664.76**

Due Date: 03/27/23

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

		DAY AHEAD		REAL TIME		TOTAL \$\$\$
		MWH	\$\$\$	MWH	\$\$\$	
<u>MISO ENERGY</u>						
LOAD	LOAD	1,920.500	60,200.59	33.797	1,063.59	61,264.18
	GENERATION	-	-	-	-	-
BELLE RIVER	GENERATION	-	-	-	-	-
CAMPBELL	GENERATION	-	-	-	-	-
KALKASKA CT	GENERATION	-	-	-	-	-
BILATERALS	GENERATION	(912.000)	(25,383.43)			(25,383.43)
RENEWABLE	LANDFILL	(38.400)	(1,205.38)	(6.226)	(175.20)	(1,380.58)
	ESP WIND	(228.415)	(6,563.28)			(6,563.28)
	ESP SOLAR	(143.518)	(4,445.82)	(41.331)	(975.67)	(5,421.49)
	HYDRO/SOLAR	-	-	-	-	-
	SUBTOTAL	598.167	22,602.68	(13.760)	(87.28)	22,515.40
LMP	Purchase	598.167	22,602.68	64.896	1,950.88	
	Sale	-	-	(78.656)	(2,038.16)	
<u>PJM ENERGY</u>						
AFEC	GENERATION	MWH (274.521)	\$\$\$ (8,092.32)			\$\$\$ (8,092.32)
AFEC	PROJECT COST	Variable	12,570.32	Fixed	7,315.63	19,885.95
ORCHARD HILLS	LANDFILL	(9.125)	(259.31)			(259.31)
						Subtotal 11,534.32
<u>MISO OVERHEADS</u>						
	ASSEMBLY I - II					31.11
	BELLE RIVER					-
	CAMPBELL					-
	PEGASUS					22.13
	ESP					386.60
						Subtotal 439.84
<u>ADDITIONAL ITEMS</u>						
	BILAT CONTRACT COST	03/18/23	03/24/23	MWH 912.000	COST 60,663.12	
	PEGASUS CONTRACT COST	03/04/23	03/10/23	228.415	9,776.17	
	ASSEMBLY I CONTRACT COST	03/04/23	03/10/23	78.399	3,568.71	
	ASSEMBLY II CONTRACT COST	03/04/23	03/10/23	106.45	4,012.04	
	STAGE II ARR				-	
	RAA CAPACITY CREDIT				(844.13)	
	MVP DISTRIBUTION				(0.71)	
	SCHEDULE 49				-	
	MONTHLY TRANSMISSION	February-23			-	
	MONTHLY TRANSMISSION	Prior Adjustments			-	
	MONTHLY CAPACITY	February-23			-	
	MISCELLANEOUS				-	
						77,175.20

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

**111,664.76**

S7	S14	S55	S105
03/04/23	03/10/23	02/25/23	03/03/23
		01/15/23	01/21/23
		11/26/22	12/02/22

**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)**

**Yvonne Ridge – City Manager**  
**Laura Boomer – City Clerk**  
**Larry Joe Weeks – Police Chief**  
**Roger McNutt – Fire Chief**  
**Marrie Jo Carr – Treasurer**  
**LeRoy Hummel – Building Official**  
**Rob Pierce – Public Works/Utilities Director**  
**Randy Jewell – City Assessor**  
**Corey Cagle – Director of Parks,  
Recreation & Events**

---

**MEETING DATE: 03/27/2023**

**POLICE DEPARTMENT**

**To: Mayor and City Council**

☒ **Work Session**

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

☒ **Regular Meeting**

**Submitted: 02/28/2023**

**Subject: Request to Purchase Video Recording System**

**SUMMARY**

The police department currently utilizes Panasonic Body Worn Camera's(BWC) and In-car video systems. In addition, we use Panasonic products for our interview rooms. The system is currently under warranty through August of 2023. As it reaches end of life we have been experiencing issues with the operating software. Although Panasonic has worked with us to correct the issues they seem to continue to reoccur more frequently. Having failures in such a critical system is unacceptable.

The proposed Getac system is expected to provide the same or similar features we currently have. With some upgraded exceptions. Getac will provide cloud storage of our video data allowing us a more efficient process to share data with the city and county prosecutors' office. Along with limiting storage requirements on the cities network. Getac also has a more easily operated redaction system making it more efficient for support staff to respond to FOIA requests and improve customer experiences.

Upon examination of the current police department budget, we are notably under budget due to reduced staffing. There is currently adequate flexibility within the budget to purchase the product now.

This purchase has/has not been budgeted for.

The expense for this purchase will be allocated to the General Fund, Police Department, line item 101.301.93200.

**STAFF RECOMMENDATION/MOTION**

**A motion to approve Quote's 1 and 2 from Getac for the purchase of Body Worn Cameras, In-Car Cameras and Interview Room Cameras for an amount not to exceed \$50,926.**

**LIST OF SUPPORTING DOCUMENTS**

**Quote 1 – Getac – BWC and In Car Camera's**

**Quote 2 – Getac Interview Rooms**

**Quote 2 – Digital Ally**



# QUOTE

Remit Check to: **Midwest Public Safety Group**  
C/O US Bank N. A.  
TFM P.O. Box 86057  
Minneapolis, Minnesota 55486-0573  
United States

1-217-855-0082  
midwestpublicsafetygroup.org

BILL TO  
**Eaton Rapids PD**  
Chief Larry Weeks  
101 Line St  
Eaton Rapids, Michigan 48827  
United States  
  
5172373771  
lweeks@cityofeatonrapids.com

**Estimate Number:** 301022GG00804

**Estimate Date:** July 8, 2022

**Expires On:** August 7, 2022

**Grand Total (USD):** \$40,796.00

Products	Quantity	Unit Price	Extended Price
<b>OVMKEXFAXX1</b> GETAC VIDEO SOLUTIONS INC. : VR-X20 for In Car Video - VR-X20 i5 Only with Blackbox Recording, Display (CU-D50), ZeroDark FHD Dual Omni IP Camera CA-NF22-180/70, ZeroDark FHD IP Camera CA-NF21-146IR, Wiring kit (25ft) 1YHW	4	\$3,515.00	\$14,060.00
<b>591GVS000015</b> GETAC VIDEO SOLUTIONS INC. : VEHICLE ANTENNA;AIRGAIN,MULTIMAX,3IN1,WIFIX2-GPSX1,BOLT MOUNT,19FT,BLACK	4	\$159.00	\$636.00
<b>OIA01X</b> GETAC VIDEO SOLUTIONS INC. : Mounting Bracket (Visor) - Universal for Display (CU-D50) ONLY	4	\$72.00	\$288.00
<b>OVWX3XXXXXX1</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-03)-64GB + FHD/HD/WVGA + WiFi + GPS + BLE, 1 year hardware warranty	11	\$435.00	\$4,785.00
<b>OD3DDU</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-03) - 8 Port Multidock with Datamover (MD-03D), includes 150W AC Adapter (US)	1	\$1,385.00	\$1,385.00
<b>ORB312</b> Body Worn Camera Alligator Clip V2.0	11	\$22.00	\$242.00
<b>ORB362</b> Body Worn Camera Magnetic Mount V2.0	11	\$59.00	\$649.00



# QUOTE

Remit Check to: **Midwest Public Safety Group**

C/O US Bank N. A.  
TFM P.O. Box 86057  
Minneapolis, Minnesota 55486-0573  
United States

1-217-855-0082  
midwestpublicsafetygroup.org

Products	Quantity	Unit Price	Extended Price
<b>ORB51X</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-03) - Single Port Dock (VD-03), with 40W Vehicle Adapter	4	\$165.00	\$660.00
<b>OTX11X</b> Body Worn Camera Bluetooth Trigger Box (TB-02)	4	\$149.00	\$596.00
<b>ORB42X</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-03), magnetic quick release charging USB cable (3.94 ft)	4	\$66.00	\$264.00
<b>GE-SVDNEXT4Y</b> GETAC VIDEO SOLUTIONS INC. : DVR + Cameras + Display Extended Warranty - Years 2, 3, 4 & 5	4	\$745.00	\$2,980.00
<b>GE-SVBFEXT4Y</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-03) - BC-03 Extended Warranty - Years 2, 3, 4 & 5	11	\$315.00	\$3,465.00
<b>OUA03X</b> Getac Cloud - Monthly plan 3 ( cloud 60 G, SW	180	\$37.00	\$6,660.00
<b>OUA07X</b> GETAC VIDEO SOLUTIONS INC. : Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	12	\$13.00	\$156.00
<b>OZX01X</b> GETAC VIDEO SOLUTIONS INC. : GETAC VIDEO SOLUTION ON-SITE CONSULTING	1	\$2,450.00	\$2,450.00
<b>OZX04X</b> GETAC VIDEO SOLUTIONS INC. : Getac Video Solution - Remote Setup, Configuration, or Pre- Testing - Per day	1	\$1,400.00	\$1,400.00
<b>ORB615</b> Body Worn Camera (BC-03) - Single Port Dock (VD- 03), with 24W AC Adapter (US)	1	\$120.00	\$120.00



# QUOTE

**Remit Check to: Midwest Public Safety Group**  
C/O US Bank N. A.  
TFM P.O. Box 86057  
Minneapolis, Minnesota 55486-0573  
United States

1-217-855-0082  
midwestpublicsafetygroup.org

**Total:** \$40,796.00

---

**Grand Total (USD):** \$40,796.00

## Notes / Terms

Midwest Public Safety  
2665 Harryland Rd.  
Decatur, IL 62521  
www.midwestpublicsafetygroup.org  
217-855-0082

Accepted by: \_\_\_\_\_

Accepted Date: \_\_\_\_\_



# QUOTE

Interview Rooms

**Remit Check to: Midwest Public Safety Group**  
C/O US Bank N. A.  
TFM P.O. Box 86057  
Minneapolis, Minnesota 55486-0573  
United States

1-217-855-0082  
midwestpublicsafetygroup.org

**BILL TO**  
**Eaton Rapids PD**  
Chief Larry Weeks  
101 Line St  
Eaton Rapids, Michigan 48827  
United States  
  
5172373771  
lweeks@cityofeatonrapids.com

**Estimate Number:** 301022GG00807

**Estimate Date:** July 8, 2022

**Expires On:** August 7, 2022

**Grand Total (USD): \$9,866.00**

Products	Quantity	Unit Price	Extended Price
<b>OATACEBFAXX1</b> GETAC VIDEO SOLUTIONS INC. : VR-X20 for In Car Video F1 - VR-X20-Focus with Blackbox Recording, Display (CU-D50), ZeroDark FHD IP Camera CA-NF21-146, ZeroDark FHD IP Camera CA-NF21-146IR, (MM-G01)-In-Car Microphone, Wiring kit (25ft)	2	\$2,600.00	\$5,200.00
<b>OAX02U</b> DVR ( VR-X10) 150W AC Adapter Kit (US)	2	\$175.00	\$350.00
<b>MM-G01-100</b> Getac Interview Room Microphone, Includes 100' cable	2	\$75.00	\$150.00
<b>M3064 Axis Dome Camera</b> Axis M3064 Dome Camera	2	\$350.00	\$700.00
<b>GE-SVDVEXT1Y</b> DVR Extended Warranty	2	\$89.00	\$178.00
<b>OUA03X</b> Getac Cloud - Monthly plan 3 ( cloud 60 G, SW	24	\$37.00	\$888.00
<b>OZX01X</b> GETAC VIDEO SOLUTIONS INC. : GETAC VIDEO SOLUTION ON-SITE CONSULTING	1	\$2,400.00	\$2,400.00





# QUOTE

Interview Rooms

**Remit Check to: Midwest Public Safety Group**  
C/O US Bank N. A.  
TFM P.O. Box 86057  
Minneapolis, Minnesota 55486-0573  
United States

1-217-855-0082  
midwestpublicsafetygroup.org

**Total:** \$9,866.00

---

**Grand Total (USD):** \$9,866.00

#### Notes / Terms

Midwest Public Safety  
2665 Harryland Rd.  
Decatur, IL 62521  
[www.midwestpublicsafetygroup.org](http://www.midwestpublicsafetygroup.org)  
217-855-0082

Accepted by: \_\_\_\_\_  
Accepted Date: \_\_\_\_\_





Quote	QUO-01216-N9H8S1
Date	1/17/2023
Page	1

14001 Marshall Drive  
 Lenexa, KS 66215  
 1-800-440-4947 www.digitalallyinc.com

**Customer:**

Eaton Rapids Police Department
Larry Weeks
PO Box 470
Eaton Rapids, MI 48827

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
EATMI0	CM2	FEDERAL EXPRESS	Subscription	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
4		5-Year Sub Plan w/ 180-Day Retention (Includes (4) EVO/FVPRO Kits, Unlimited Users, All Other Licenses)	\$2520.00	\$0.00		\$10,080.00
7		5-Year Sub Plan w/ 180-Day Retention (Includes (7) FVPRO Kits, Unlimited Users, All Other Licenses)	\$732.00	\$0.00		\$5,124.00
11		Strong Magnet Mounts	\$60.00	\$0.00		\$660.00
2		2-Camera Interview Room Kit (Includes: 360-Dome Camera w/ Mic & Covert Pinhole Camera w/ Covert Pinhole Mic)	\$2849.00	\$0.00		\$5,698.00
2		Interview Room Cloud Conversion Software Install (One-Time Charge)	\$1295.00	\$0.00		\$2,590.00
2		Annual EVO-Web Interview Room License (Unlimited Storage/Retention)	\$1668.00	\$0.00		\$3,336.00
2		Activation Fees	\$30.00	\$0.00		\$60.00
1		Turnkey	\$3000.00	\$0.00		\$3,000.00
2		Installation for Interview Room Systems Only	\$799.00	\$0.00		\$1,598.00

Notes:

Total Discount	
Subtotal	\$32,146.00
Misc	
Tax	\$0.00
Freight	\$290.00
<b>1st Year Total</b>	<b>\$32,436.00</b>

**QUOTE NOTES ON PAGE #2**

#### **Turnkey Services & Activation:**

- Onsite Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

#### **60-Month Subscription Plan Includes:**

- (11) Complete FirstVu Pro Body Camera Kits
- (4) Complete EVO-HD In-Car System Kits
- (2) 360-Dome Camera
- (2) Ceiling Mics
- (2) Covert Pinhole Cameras
- (2) Covert Pinhole Mics
- Unlimited Users
- **(1) Free Battery Replacement @18/mos.**
- **(1) Free Body Camera Refresh @ 30/mos.**
- **5-Year Advance Exchange Program on Hardware**
- **90-Day Warranty on Installation Services (Interview Room Only)**
- **Cloud Licenses for EVO/FVPRO Kits on a 180-Day Retention Plan**
- **Cloud Licenses for Interview Room on Unlimited Retention/Storage Plan**
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- **Access to Share/Prosecution Portal & Redaction Software**
- **Case Management & GPS Mapping**
- **Remote Activation & Remote Diagnostics**
- **Unlimited Body Camera Messaging Alert Notifications**
- **Product Support Per Program & Warranty**
- Applicable Taxes (Not Included) and Freight Due Upfront

#### **Optional Services:**

- Cabling and Connectivity Provided with Turnkey Services Only
- Additional Storage for EVO In-Car/ FVPRO Kits Purchased in Blocks of 100GB for \$69.00 Per Year.
- Accessories Not in Body Camera Kit or EVO-HD Kit Purchased Separately.
- In-Car System Installation Sold Separately @ \$499.00 Per Install
- Removal of Existing In-Car Systems Sold Separately @ \$75.00 Per System
- Upon expiration or termination of the Subscription only, Digital Ally will provide "Download Assistance" to Customer of its audio & video ("raw") files onto a customer provided storage device, in MP4 format, at a cost of \$89.00 per 100 GB of video.

#### **Annual Subscription Breakdown:**

(1<sup>st</sup> Year Includes Hardware, Licenses, Software, Turnkey, Installs, and Freight)

1st Year = \$32,436.00

2nd Year = \$18,540.00

3rd Year = \$18,540.00

4th Year = \$18,540.00

5th Year = \$18,540.00

5-Year Total = \$106,596.00



Quote	QUO-01216-N9H8S1
Date	1/17/2023
Page	3

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

## TERMS OF SALE

Your purchase of the goods sold hereunder (“**Products**”) from Digital Ally, Inc., a Nevada corporation (collectively, with its parents, subsidiaries and affiliates, “**Seller**”) will be governed by the following terms of sale agreement (“**Terms**”). You will be referred to throughout these Terms as “**you**” or “**Customer**”.

- 1. Payment for the Products.** Payment terms are cash on delivery, except where credit has been established and maintained to Seller’s satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You will be responsible for all costs Seller incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys’ fees, collection agency fees and any other associated costs. Any discrepancy between any Order placed under these Terms and Seller’s corresponding shipment or shipments, must be reported to Seller for resolution within ten (10) days of Seller’s invoice date, except for price discrepancies which must be reported to Seller for resolution within thirty (30) days of Seller’s invoice date. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Seller with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 2. Shipment, Risk of Loss, and Title.** Seller will use commercially reasonable efforts to comply with your shipping instructions. Unless otherwise stated by Seller in an Order, all shipments will be F.O.B. Destination, with shipping costs and insurance fees, if any, to be paid by Customer and included in Seller’s invoice to you. If Customer’s shipping account is utilized, such shipments will be shipped F.O.B. Origin. Seller is not responsible for any duty or customs fees and you may be invoiced separately for these charges.
- 3. Acceptance; Claims for Shortage, Damage, or Non-Conformity.** Delivered Products will be deemed accepted upon the earlier of your formal acceptance of the Products or the expiration of 30 days from delivery of the Products (“**Acceptance of the Products**”). If you discover upon initial inspection of the Products that (a) some or all of the Products are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Seller of your rejection of the goods within 30 days from the delivery date, after which notice Seller shall have a reasonable opportunity to cure any non-conformance with your Order. Claims for shortages in shipment or claims for damage to goods during shipping will not be considered unless written notice is given to Seller within 10 days from date of receipt of the Products. All Products must be inspected prior to disposing of packaging materials, with packing materials to be maintained if there is a claim for damage during shipping.
- 4. Security Interest.** You hereby grant Seller a security interest in the Products to secure your payment obligation to Seller under this sale, pursuant to these Terms. You hereby authorize Seller to file such UCC financing statements in such jurisdictions as Seller deems appropriate to perfect the security interest granted hereby.
- 5. Excusable Delays.** Seller will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Seller’s reasonable control, including without limitation, those delays arising from product manufacture and shipping (each, a “**force majeure**”).
- 6. Limited Warranty.** SELLER'S REPAIR OR REPLACEMENT WARRANTY ON THE GOODS PROVIDED

UNDER THE ORDER IS SET OUT IN A SEPARATE STATEMENT (THE “**LIMITED WARRANTY**”), WHICH SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE GOODS SOLD UNDER THIS ORDER. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND SELLER’S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A CLAIM ARISING FROM OR RELATING TO THE ORDER OR PRODUCTS WILL BE THE REPAIR OR REPLACEMENT OF THE PRODUCTS. The Limited Warranty is posted on the Seller’s website at the following website address: <https://www.digitalallyinc.com/limited-warranty/>. The Limited Warranty provides you with warranty support from Seller’s offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 12 of these Terms) at the place where the Products are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Seller. Failure to properly maintain the Products may void the Limited Warranty.

**7. Disclaimer.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER, ITS SUBSIDIARIES, AFFILIATES, AND THEIR AGENTS (COLLECTIVELY, “**SELLER PARTIES**”) WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO AN ORDER FOR THE PRODUCTS, THE PRODUCTS, SHIPMENT OF THE PRODUCTS, OR THESE TERMS (INCLUDING, WITHOUT LIMITATION, SITUATIONS REFERENCED IN PARAGRAPHS 5, 13, AND 14 OF THESE TERMS), WHETHER OR NOT A SELLER PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES’ CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE PRODUCTS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO SELLER FOR THE SPECIFIC PRODUCTS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.

**8. Compliance with Laws.** You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Products purchased under these Terms. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Seller of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government,

governmental agency, political party or any officer, employee, or agent thereof.

**9. Customer Use.** You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

**10. Changes to the Terms.** The Terms in effect at the time you place a purchase order for the goods sold hereunder will apply to such purchase order and goods. Seller reserves the right to make changes to these Terms from time to time.

**11. Governing Law; Jurisdiction and Venue; Time to File Claims.** These Terms, including all disputes arising from or relating to an Order for Products, shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any claim arising out of or relating to this Order, the Products, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts. Any cause of action you may have arising out of or relating to these Terms, including, without limitation, an Order or the Products, must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

**12. Authority; Administrator.** You warrant and represent to Seller that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. You agree to appoint a primary administrator ("**Primary Administrator**") with the technical knowledge necessary to install and perform routine maintenance on the Products, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Products.

**13. Trade-ins.** If, as part of your Order, Seller agrees in writing to accept a trade-in from you ("**Trade-In**") and offers you a discount on a new Order for an equipment trade-in ("**Trade-In Program**"), or if Seller otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("**Trade-In Offer**"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("**Traded Equipment**"); (ii) you will follow all Seller and carrier shipping rules in returning the Traded Equipment to Seller; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Seller



immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Seller's sole discretion; and (v) if the Traded Equipment is not returned to Seller so as to be received by Seller within thirty (30) days of the date of delivery of the new equipment you have received from Seller as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded

Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro -rata in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

**14. Advance Exchange Program.** If your Order includes participation in Seller's Advance Exchange Program, offered in conjunction with Seller's Limited Warranty, Seller will send you the replacement for Products replaced pursuant to the terms of the applicable Seller Limited Warranty in advance of receiving the Products Seller has agreed in writing to replace for you ("**Replaced Products**"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Products; (ii) you will follow all Seller and carrier shipping rules in returning the Replaced Products to Seller; (iii) the return of Products is final and that by participating in the Advance Exchange Program, ownership of the Replaced Products is transferred irrevocably to Seller immediately, the Replaced Products will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Products to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Products in Seller's sole; and (v) you will ship the Replaced Products back to Seller within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Products to Seller within such thirty (30) day period, Seller may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Products to Seller; or (ii) pay to Seller the original purchase price of the Replaced Products. If you fail to return the Replaced Products to Seller for a period exceeding ninety (90) days, Seller may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Seller an amount equal to the original purchase price of the Replaced Products. When returning the Replaced Products, you must return all parts and accessories comprising of the Replaced Products, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Products not returned, which will be charged on a pro-rata basis in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

**15. Exclusion of Other Terms; Entire Agreement; Miscellaneous.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a Customer purchase order) will be void and of no effect unless expressly accepted in writing by Seller. Seller's sales invoice, any applicable warranty accompanying the Products, these Terms, and any special conditions agreed to in writing and signed by you and Seller are incorporated and collectively referred to herein as the "**Order**",

which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Seller ("**Additional Agreement(s)**"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies. If your purchase includes a license or licenses to permit you to use Seller software, the terms of the software license(s) provided to you by Seller shall apply to such software. Captions and paragraph headings have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

Quote	QUO-01216-N9H8S1
Date	1/17/2023
Page	8



ORDINANCE NO. 2023-03

AN ORDINANCE TO AMEND SECTION 2-44 OF DIVISION 3 OF ARTICLE III OF CHAPTER 2, WRITTEN CONTRACT REQUIRED; WHEN PURCHASE ORDER IS A WRITTEN CONTRACT, OF THE CODIFIED ORDINANCES OF CITY OF EATON RAPIDS, EATON COUNTY, MICHIGAN,

THE CITY OF EATON RAPIDS ORDAINS:

Section 1. DIVISION 3, Section 2-44 of the Codified Ordinances of the City of Eaton Rapids, shall be amended as follows:

DIVISION 3. - PURCHASES OVER FIVE THOUSAND DOLLARS

Sec. 2-44. - Written contract required; when purchase order is a written contract.

- (a) Any expenditure for supplies, materials, equipment, construction projects or contracts obligating the city, where the amount of the obligation is in excess five thousand (\$5,000.00) dollars shall be made the subject of a written contract and approved by the city council as required by Section 12.1 of the Eaton Rapids City Charter.
- (b)

Section 2. Severability. This ordinance and each article, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable, and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

Section 3. Repeal, Effective Date, Adoption.

- (1) Repeal. All regulatory provisions contained in other City ordinances which conflict with the provisions of this ordinance are hereby repealed.
- (2) Effective Date. This ordinance shall become effective on \_\_\_\_\_, twenty (20) days following its adoption, and shall be published prior to its effective date as mandated by charter and statute.
- (3) Adoption. This ordinance was adopted by the City Council of the City of Eaton Rapids at a meeting thereof held on \_\_\_\_\_, 2023.

---

Pamela Colestock, Mayor  
City of Eaton Rapids

CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING ORDINANCE WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF EATON RAPIDS AT A MEETING THEREOF ON \_\_\_\_\_, 2023.

---

Laura Boomer, Clerk  
City of Eaton Rapids

ORDINANCE NO. 2023-04

AN ORDINANCE TO ADD SECTION 2-31 OF DIVISION 1 OF ARTICLE III OF CHAPTER 2, WITHDRAWAL OF CITY MONIES BY CITY MANAGER, OF THE CODIFIED ORDINANCES OF CITY OF EATON RAPIDS, EATON COUNTY, MICHIGAN,

THE CITY OF EATON RAPIDS ORDAINS:

Section 1. Section 2-31 of the Codified Ordinances of the City of Eaton Rapids, shall be added as follows:

- (a) The City Manager shall have the power to authorize purchases of, or payments for, budgeted supplies, materials, services and equipment costing five thousand (\$5,000.00) dollars or less for each order without pyramiding.
- (b) The City Manager shall notify the city council in writing of any purchases in excess of one thousand (\$1,000.00) dollars.
- (c) If the City Council has approved a written contract, pursuant to Section 12.1 of the Eaton Rapids City Charter, for services, equipment, supplies, materials, or construction projects, the City Manager shall have the power to authorize payments or distributions for said services, equipment, supplies, materials, or construction projects, without further council approval, except as otherwise required by state or federal law.

Section 2. Severability. This ordinance and each article, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable, and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

Section 3. Repeal, Effective Date, Adoption.

- (1) Repeal. All regulatory provisions contained in other City ordinances which conflict with the provisions of this ordinance are hereby repealed.
- (2) Effective Date. This ordinance shall become effective on \_\_\_\_\_, twenty (20) days following its adoption, and shall be published prior to its effective date as mandated by charter and statute.
- (3) Adoption. This ordinance was adopted by the City Council of the City of Eaton Rapids at a meeting thereof held on \_\_\_\_\_, 2023.

---

Pamela Colestock, Mayor  
City of Eaton Rapids

CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING ORDINANCE WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF EATON RAPIDS AT A MEETING THEREOF ON \_\_\_\_\_, 2023.

---

Laura Boomer, Clerk  
City of Eaton Rapids

**STATE OF MICHIGAN**  
**IN THE 56<sup>TH</sup> CIRCUIT COURT FOR THE COUNTY OF EATON**

CITY OF EATON RAPIDS,

Plaintiff,

v

MILL STREET, LLC,

Defendant.

Case No. 22-1158-CZ

Hon. Janice Cunningham

---

Cullen C. Harkness (P71612)  
THE HARKNESS LAW FIRM, LLC  
4121 Okemos Rd., Ste. 17  
Okemos, Michigan 48864  
(517) 381-2461  
*Attorney for Plaintiff*

Ronald A. King (P45088)  
Kelly E. Kane (P81912)  
CLARK HILL PLC  
212 East César E. Chávez Avenue  
Lansing, Michigan 48906  
(517) 318-3100  
*Attorneys for Defendant*

---

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made by and between Plaintiff, City of Eaton Rapids (the “City”) and Mill Street, LLC (“Mill Street”) (Plaintiff and Defendants are collectively referred to as the “Parties”).

**Recitals**

- A. Mill Street is the owner of real property commonly known as 224 N. Main Street, Eaton Rapids, Michigan 48827 (the “Property”), which contains unoccupied industrial structures.
- B. All structures on the Property are currently unoccupied.
- C. Commencing November 6, 2019, the City issued a series of citations relating to the maintenance and repair of the structures located on the Property, alleging the Property was unsafe or dangerous.

- D. On February 8, 2021, the City filed a single count complaint (21-138-CZ) for nuisance against Mill Street, requesting, among other things, that Mill Street be ordered to demolish the structures on the Property.
- E. File 21-138-CZ was resolved via mutual agreement and a dismissal without prejudice, whereby Mill Street would erect a fence around the perimeter of the property, maintain insurance on the property, and sell the property by December 31, 2021.
- F. On December 5, 2022, the City re-filed a single count complaint for nuisance against Mill Street, requesting, among other things, that Mill Street be ordered to demolish the structures on the Property (the "Claims").
- G. The Parties have disputes and differences concerning the Claims, however, in an effort to resolve this matter, mitigate expenses, and end this litigation, the parties agree as follows:

IN CONSIDERATION of the mutual promises contained herein the Parties agree as follows:

1. **Insurance.** Mill Street agrees that it shall continue to maintain insurance on the Property. The general liability policy limits shall be for \$1,000,000.00 per occurrence. The City acknowledges that Mill Street maintains a policy satisfactory to the City, as reflected in the attached Certificate of Liability Insurance (**Exhibit A**). Mill Street shall maintain the attached policy until the Property is sold to a third-party.
2. **Fence.** Mill Street shall continue to maintain the fence currently around the perimeter of the property. Said fence shall have two (2) gates for emergency services access and the City shall have access to the same. The fence shall be transferred with the Property as a part of any sale of the Property by Mill Street. Mill Street shall post the fence with "No Trespassing" signs. Said signs shall have lettering not less than one (1) inch in size. Each sign shall measure not less than fifty (50) square inches and shall be made of material that is capable of withstanding adverse weather conditions, i.e. plastic. Said signs shall be posted not less than every five hundred (500) feet on the fence with one (1) sign being visible from each point of entry to the property.

3. **Property Maintenance Disclosure.** Pursuant to the Property Maintenance Code, Section 107.6, as adopted by City of Eaton Rapids Ordinance 7-10, Mill Street shall not sell, transfer, lease, mortgage, or otherwise dispose of the Property until Mill Street furnishes any third-party grantee, transferee, mortgagee, or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code officer a signed and notarized statement from the grantee, transferee, mortgagee, or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. Said Notices are attached hereto as **Exhibit B**.
4. **Participation in Blight Elimination Program.** Mill Street shall cooperate with the Eaton County Land Bank (ECLB) and participate in the submission of an application to the 2023 State Land Bank Authority (SLBA) Blight Elimination Program (BEP) for the property. Mill street shall provide any and all information and resources necessary to prepare and submit a timely request for proposal to the SLBA for the BEP, round two (2). The requirements for participation and request for proposal documents are attached hereto as **Exhibit C**. Mill Street shall be solely responsible for any and all expenses associated with the application submission and participation in the BEP. In the event Mill Street is awarded funds under the BEP, Mill Street shall cooperate with the ECLB and SLBA in the elimination of blight on the property under the terms of the BEP. To the extent allowed under the terms of the BEP, Mill Street shall give priority to the demolition and/or elimination of blight of the structures identified on the attached **Exhibit D**, identified as #2, #3, and #6, in that order. After the exhaustion of funds from the BEP, Mill Street shall eliminate any and all remaining code violations and blight on the property an shall be solely responsible for the costs of the same. Mill street shall bring the property into compliance with federal, state, and local law within six (6) months after the completion of the BEP project at the subject property. This deadline may be extended by mutual written agreement of the parties if Mill Street is able to show satisfactory efforts towards compliance.


5. **Blight Elimination Regardless of Awards under BEP.** Mill Street agrees that in the event that Mill Street is not selected as a successful respondent under the BEP referenced above, Mill Street will demolish the structures on the attached **Exhibit D**, not later than December 31, 2023, and at Mill Street's sole expense. This deadline may be extended by mutual agreement of the parties if Mill Street presents written proof of its inability to secure a demolition contractor to perform the demolition by the deadline above. Mill Street shall further remove any and all debris following the demolition described in this paragraph and perform any environmental abatement required under state or federal law and at Mill Street's sole expense.
6. **Indemnification.** Mill Street agrees that it shall indemnify and hold the City harmless for any and all actions filed by a third party against the City for injuries that occurred while Mill Street was the owner of the Property. Mill Street shall not be obligated to indemnify the City for any actions that arise out of injuries to third parties that are incurred after Mill Street sells the Property.
7. **Dismissal Without Prejudice.** The Parties agree that they shall execute the stipulated order for dismissal without prejudice attached to this Agreement as **Exhibit E**. In the event that Mill Street defaults in its obligations under this agreement, the parties agree that this Settlement Agreement shall be set aside and the City may refile this matter.
8. **Attorney Fees.** The Parties agree that they shall each be responsible for paying their own attorney fees incurred as a result of the Claims or otherwise in connection with their disputes and differences.
9. **Binding Agreement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and assigns.
10. **Agreement Freely Entered Into.** The Parties have carefully read the foregoing Agreement, know the contents thereof, and enter into the same as their own free act and deed. The parties acknowledge that they have consulted an attorney, each fully understand their rights in this case and the terms of this Agreement, and with such knowledge sign this Agreement freely and voluntarily and without undue influence or duress. This Agreement is the product of arms-length negotiations and is considered to be jointly drafted. As such, it shall not be construed against any Party because that Party caused it to be reduced to a written instrument.



11. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the Parties, as it relates to the subject matter herein only, and all prior and/or contemporaneous agreements, proposals and negotiations dealing with same, both written and oral, not included or incorporated herein by reference, are superseded and canceled. This Agreement can only be modified in writing, signed by the Party or Parties against whom the Agreement is sought to be enforced.
12. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single instrument. The Parties agree that facsimile, scan, or email copy of this Agreement containing counterpart facsimile, scan, or other electronic signatures shall be valid and binding for all purposes.
13. **Governing Law.** This Agreement shall be governed by and construed, interpreted and enforced under and in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles.

**AGREED:**

THE PARTIES SIGN BELOW AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Date: , 2023 By:   
March 23, 2023

Mill Street LLC  
By:   
Its: Asset Manager

Date: , 2023 By:

City of Eaton Rapids  
By: Pamela Colestock  
Its: Mayor

Date: , 2023 By:

City of Eaton Rapids  
By: Laura Boomer  
Its: Clerk



**STATE OF MICHIGAN**  
**IN THE 56<sup>TH</sup> CIRCUIT COURT FOR THE COUNTY OF EATON**

CITY OF EATON RAPIDS,

Plaintiff,

v

MILL STREET, LLC,

Defendant.

Case No. 22-1158-CZ

Hon. Janice Cunningham

---

Cullen C. Harkness (P71612)  
THE HARKNESS LAW FIRM, LLC  
4121 Okemos Rd., Ste. 17  
Okemos, Michigan 48864  
(517) 381-2461  
*Attorney for Plaintiff*

Ronald A. King (P45088)  
Kelly E. Kane (P81912)  
CLARK HILL PLC  
212 East César E. Chávez Avenue  
Lansing, Michigan 48906  
(517) 318-3100  
*Attorneys for Defendant*

---

**STIPULATED ORDER FOR DISMISSAL WITHOUT PREJUDICE**

At a session of this Honorable Court held in the  
City of Charlotte, County of Eaton, State of Michigan,  
this \_\_\_\_ day of \_\_\_\_\_, 2023

Present: Janice Cunningham  
Circuit Court Judge

This matter having come before this Court pursuant to the Settlement Agreement between Plaintiff, the City of Eaton Rapids (the “City”) and Defendant, Mill Street LLC (“Mill Street”)(The City and Mill Street are collectively referred to as the “Parties”), and this Court being otherwise advised of the facts of this case:

**IT IS HEREBY ORDERED** that the above captioned case is dismissed without prejudice and without costs.

**IT IS SO ORDERED.**

This is a final order and closes the case.

\_\_\_\_\_  
Honorable Janice Cunningham  
Circuit Court Judge

**Stipulated:**

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

By: \_\_\_\_\_  
Kelly E. Kane (P81912)  
Attorney for Defendant

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

By: \_\_\_\_\_  
Cullen C. Harkness (P71612)  
Attorney for Plaintiff



Charitable Gaming Division  
Box 30023, Lansing, MI 48909  
OVERNIGHT DELIVERY:  
101 E. Hillsdale, Lansing MI 48933  
(517) 335-5780  
www.michigan.gov/cg

## CITY OF EATON RAPIDS RESOLUTION 2023-05

### LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES (Required by MCL 432.103(K)(ii))

At a Regular meeting of the Eaton Rapids City Council  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on March 27, 2023  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from Eaton Rapids Community Alliance of Eaton Rapids  
NAME OF ORGANIZATION CITY

county of Eaton asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for \_\_\_\_\_  
APPROVAL/DISAPPROVAL

#### APPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

#### DISAPPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

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  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

COMPLETION: Required.  
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)