



VILLAGE COUNCIL PACKET

Monday, January 23, 2023

Prepared by:

Crystal Budde, Village Clerk


Brady Selner, Village Administrator

MEETING AGENDA

Village Council of the Village of Shelby
Monday, January 23, 2023, 6:00 P.M.
218 N. Michigan Ave.
Shelby, MI 49455



Agenda Topics:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Review minutes of the previous meeting:
 - a) January 23, 2023  **AR**
5. Additions to Agenda
6. President's Report
7. Village Administrator's Report
 - a) 2022 Planning Commission Report
8. Department Heads' Report
9. Correspondence:
10. Public Participation:
11. Old Business:
12. New Business:
 - a) Set FY2023-24 Public Hearing **AR**
 - b) Planning Commission Appointment – Tim Horton **AR**
 - c) EGLE DWAM Grant Agreement **AR**
13. Reports of Officers, Boards & Committees
 - a.) Planning Commission Ex- Officio Members: John Sutton, Paul Inglis
 - b.) Water & Sanitation Chair Mike Termer, Co-Chair: John Sutton
 - c.) Streets & Sidewalks Chair: Dan Zaverl, Co-Chair: Curt Trott
 - d.) Parks, Rec & Bldgs. Chair: Damian Omness, Co-Chair: Steve Crothers

e.) Finance & Insurance Chair: Steve Crothers, Co-Chair: Mike Termer

f.) Personnel Chair: John Sutton, Co-Chair: Damian Omness

g.) Ordinances Chair: Curt Trott, Co-Chair: Dan Zaverl

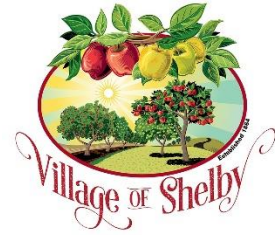
14. Payment of Bills: January 23, 2023

15. Adjournment:

AR-Action Requested
D-Discussion Item

NEXT MEETING: **Monday, February 13, 2023**
NEXT RESOLUTION: 05-23
NEXT PROCLAMATION: 01-23
NEXT ORDINANCE: 01-23

**VILLAGE OF SHELBY
REGULAR COUNCIL MEETING OF MONDAY, JANUARY 9, 2023 at 6:00 P.M.
COUNCIL PROCEEDINGS**



1. CALL TO ORDER:

The regular meeting of the Common Council of the Village of Shelby was called to order at 6:00 P.M. by President Paul Inglis.

2. ROLL CALL:

Answering the roll call: Mike Termer, Steve Crothers, Paul Inglis, Dan Zaverl, Damian Omness, John Sutton, and Curt Trott.

Staff present: Village Clerk/Treasurer Crystal Budde, DPW Supervisor Jeremiah Helenhouse, and Police Chief Steve Waltz.

3. PLEDGE OF ALLEGIANCE: All stood for the Pledge.

4. MINUTES:

a.) December 27, 2022

Steve Crothers moved to approve the minutes of the Regular Council meeting of December 27, 2022 as presented.

Seconded by: John Sutton.

Voice Vote: All in favor.

Motion Carried.

5. ADDITIONS TO THE AGENDA: No Additions to Agenda.

6. PRESIDENT'S REPORT: Nothing to report.

7. ADMINISTRATOR'S REPORT:

VA Selner reported that he met with John Wilson to provide Fleis & VandenBrink final design comments for the Getty Park project. They will now complete the drawings for a final approval. The playground equipment was purchased last week after receiving written approval from both the MEDC and MDNR.

The Village of Shelby applied for the Drinking Water Asset Management (DWAM) Grant almost 2 years ago. VA Selner received word that the Village has received the \$185,000.00 DWAM grant. VA Selner and staff are finalizing the Fiscal Year 2023/2024 draft budget and intend to have the Finance and Insurance Committee review the draft next week.

8. DEPARTMENT HEADS' REPORTS:

Chief Waltz reported that a rock was thrown through a door at the Ladder Community Center. Chief

Waltz has a suspect and he is anticipating charges will be forthcoming.

DPW Supervisor Jeremiah Helenhouse reported that there was a sewer main backup on Sessions Road the week after Christmas. The DPW was not able to jet out the large root; so, a contractor was called in to remove the root ball from the main. He plans to do preventative maintenance in the future to help deter this from recurring.

9. CORRESPONDENCE:

a.) Community Foundation Grant Award

The Village of Shelby has received a \$2,500.00 grant from the Oceana County Community Foundation for the Village façade program.

10. CITIZEN PARTICIPATION: No Citizen Participation.

11. OLD BUSINESS: No Old Business.

12. NEW BUSINESS:

a.) Sewer Rate Study – 3% Rate Increase Recommendation

Just over a year ago, Village Council adopted a 10% sewer rate increase to cover the increased bond payment after the USDA Bond was refinanced with Shelby State Bank to a shorter term. Village Council also authorized a Sewer Rate Study to be conducted by Baker Tilly in order to develop a long-term plan regarding the Sewer Fund. Most of the necessary capital improvements for the sewer system will be done within the next two fiscal years. One major expense that the Village will have within the next 10 years is the cleaning of the lagoon ponds. This is something that is necessary for maintenance of the lagoon system. The cost for the lagoon cleaning can be as high as \$1,265,000.00 and this would need to be paid with cash. Bonds are strictly to be used for upgrades to a system and not for maintaining an existing system. Based on all the information, it is recommended that the Village increase sewer rates by 3% annually. The average sewer rates throughout the State of Michigan are approximately \$45.00 per month. The Village’s current rates are approximately \$41.00 per month.

Mike Termer moved to adopt Resolution number 01-23. (See attached)
Seconded by: John Sutton.

Roll Call Vote:
Ayes: Termer, Sutton, Crothers, Omness, Trott, and Inglis.
Nays: Zaverl.
Motion Carried 6-1.

13. COMMITTEE REPORTS:

a. **PLANNING COMMISSION: Ex-Officio: John Sutton, Paul Inglis:**

The Planning Commission is scheduled to meet on Tuesday, January 17 at 6:00 P.M. to continue

the review of the draft Zoning Ordinance rewrite.

b. WATER & SANITATION: Chair: Mike Termer, Steve Crothers:

The Water and Sanitation Committee met with Andy Campbell, with Baker Tilly, to review the Sewer Rate Study. The Wholesale Water Agreement was reviewed and discussed. The Committee had requested that VA Selner put together an information page answering some questions and risk assessments for the Village Council to be reviewed in a public forum before any action is considered by the Council.

c. STREETS AND SIDEWALKS: Chair: Dan Zaverl, Curt Trott:

Nothing to report.

d. PARKS, REC. & BLDGS: Chair: Damian Omness, Steve Crothers:

A meeting will be scheduled in the near future to discuss the details of the Getty Park project as well as other parks within the Village.

e. FINANCE and INSURANCE: Chair: Steve Crothers, Mike Termer:

There will be a meeting in the next week or two to review the Fiscal Year 2023/2024 draft budget.

f. PERSONNEL: Chair: John Sutton, Damian Omness:

Nothing to report.

g. ORDINANCES – Chair Curt Trott, Dan Zaverl:

Nothing to report.

14. PAYMENT OF BILLS:

a.) January 9, 2023

Steve Crothers moved to approve the payment of the January 9, 2023 bills in the amount of \$137,298.41.

Seconded by: Damian Omness.

Roll Call Vote:

Ayes: Crothers, Omness, Termer, Zaverl, Sutton, Trott, and Inglis.

Motion Carried 7-0.

15. ADJOURNMENT: Mike Termer moved to adjourn the meeting at 6:38 P.M.

Seconded by: Curt Trott.

Voice Vote: All in favor.
Motion Carried.

Council minutes are not official until approved at the January 23, 2023 Council meeting.

Approved

Minutes Respectfully Submitted by Crystal Budde, Village Clerk/Treasurer

Date



January 9, 2023

RESOLUTION

No. 01-23

**AUTHORIZING A SEWER RATE INCREASE TO MAINTAIN THE VILLAGE OF SHELBY
SEWER SYSTEM.**

At a Regular Meeting of the Common Council of the Village of Shelby, Oceana County, Michigan, held on January 9, 2023, the following Resolution was offered.

WHEREAS, the Village Council from time to time may adopt and amend certain fee schedules; and

WHEREAS, the Village of Shelby refinanced its 2006 USDA Sewer Bond to a 15-year term in order to save just under \$1.3 million; and

WHEREAS, a 10% sewer rate increase was adopted on November 22, 2021, to meet the new bond payments, sewer operating expenses, and future capital improvements;

WHEREAS, Village Council authorized Baker Tilly to conduct a Sewer Rate Study to determine long rang planning within the Sewer Fund;

WHEREAS, the Sewer Rate Study has been completed with a recommendation of a 3% rate increase,

NOW, THEREFORE, BE IT RESOLVED, the Village Council hereby establishes the following fees effective March 1, 2023:

Sewer Rates for Sewer System Users

Sewer Commodity Rate:

\$3.46 per 100 cubic feet

Sewer Readiness to Serve Charges – Monthly:

Meter Size

1"	\$24.45
1 ¼"	\$57.45
1 ½"	\$79.46
2"	\$138.14
3"	\$299.52
4"	\$534.23
6"	\$1,179.72
8"	\$2,096.61
10"	\$3,251.86

Environmental Fee – Ready to Serve per Month
\$1.27

Annual Increase in Sewer Rates Listed Above

March 1, 2024 3%

March 1, 2025 3%

Moved: Mike Termer

Seconded: John Sutton

Yes: Termer, Sutton, Crothers, Omness, Wolf, and Ingus

No: Gavel

ABSENT: X

RESOLUTION No. 01-23 Declared ADOPTED.

ADOPTED ON: January 9, 2023

Administrator's Report



Date: January 20, 2023

To: Paul Inglis, Village President
Village Council Members

From: Brady Selner, Village Administrator

Subject: Administrator's Report for the January 20, 2023, Council Meeting

By the Numbers

Total Value of all projects: \$7,288,559
Total Grant/Loan Forgiveness: \$6,142,340

Total Village Cost: \$1,146,219

Project numbers are subject to change as project bids are received. Some of the valued projects are based on budgeted numbers and will be updated when contractor bids are received

EGLE Drinking Water State Revolving Fund

Project Description: Replacing 11,500 linear feet of watermain and approximately 450 lead service lines.

Total Cost: \$4,653,897

Total Village Cost: \$1,765,137

Update: Hallack Contracting Inc. and Apex Excavating has all bonding and insurance documents fully executed. Some of the water main has arrived, but the Hallack will not begin construction until spring 2023.

A pre-construction meeting for Contract B (Lead Service Line Replacement) was held on Friday, December 16th. Apex indicated that they plan to begin work after the new year but will only be able to complete a handful of service line replacements with materials they already have in stock. The materials needed for the work have a lead time of almost one year. This will likely delay the project in the future unless the supply chain improves.

MEDC Water Related Infrastructure

Project Description: Sewer lift station replacement at two of the three locations in the Village of Shelby and drilling one new well to replace Well 2.

Total Cost: \$865,300

Total Village Cost: \$212,500

Update: The preconstruction meeting was held on August 25th and the Contract A: Lift Stations contract has been executed. The contract price with approved change orders is \$746,382. Jackson-Merkey Contractors has all bonding and insurance documents fully executed.

The Village continues to complete the necessary administrative requirements associated with a CDBG grant. The Ordinance Committee recommended a Fair Housing Policy and Village Council passed the Fair Housing Policy at its October 10, 2022, meeting. I am also in process of completing the required ADA self-evaluation form.

The first payment request was made, and the Village has received reimbursement for the environmental assessment work and for the first certified grant administrator bill from The Right Place. All F&V invoices since November 12, 2021, were also included, but all these invoices count toward the Village's required match. To date, \$87,192.18 has been paid to F&V for this project. The Village received its first reimbursement totaling \$7,225. This covers the cost of the Environmental Assessment (\$5,400) and first Certified Grant Administrator "CGA" bill (\$1,925). The Village already paid TriTerra for the Environmental Assessment.

A request for a review of the potential well site and variance request was submitted to EGLE Friday, October 28th. Once approved by EGLE, we can move forward with the bid process. No response from EGLE has been received to date. F&V has had correspondence with EGLE the last several weeks. Don is reaching out to the engineer working on the well project to receive an update. **The Village of Shelby received approval to move forward with drilling the replacement well for Well 2. Design will be finalized by F&V by the middle of February and put out for bid by no later than early March.**

Jackson-Merkey will begin in February. The pumps for the Industrial lift station are taking longer to arrive than anticipated. They will likely not have the components needed to begin at Harvey until May 2023.

[Here is a summary of the payment request.](#)

Approved Grant Budget (CDBG Funds Only): \$652,800

Request for Reimbursement: \$7,225

Balance of funds available: **\$645,575**

Total Match Required: \$212,500

Total Match to Date: **\$87,192.18**

On Contract B: Well 2, F&V is working with EGLE to get the necessary permit. The design is approximately 75% complete. The final design will be completed once comments are received from EGLE. It is anticipated that the EGLE permit will be issued this fall. The project will be bid this winter with construction beginning in early spring.

Getty Park Renovation

Project Description: Complete renovation of Getty Park. New amenities will include a fully accessible playground, splash pad, pavilion with an outdoor fire feature and bathrooms, gazebo, pickleball, basketball, and tennis courts, walking paths, and open play space.

Total Cost: \$1,452,759

Total Village Cost: \$115,843

Update: Final design is being prepared by F&V. A meeting will be scheduled in December to review the design and provide feedback prior to finalizing and preparing the bid packet. The MEDC PGS grant went before the Michigan Strategic Fund for formal approval at their October 25, 2022, meeting. The funding was approved. The Environmental Assessment has been completed and we have begun the required public comment period. Following this step, we will have the Release of Funds and Grant Agreement Issued for the MEDC PGS grant on December 29, 2022. This will give us an opportunity to purchase the playground equipment at the discounted price from earlier this year. Sinclair Recreation extended the time they would guarantee the price from this summer. The Right Place has indicated that we can start incurring costs for the project. Any costs going back to March 2021 are eligible. The grant dollars will be disbursed in two 50% batches. We will receive the first half of our grant money from The Right Place when 50% of the total project costs have been expended and the 2nd 50% when the project is complete.

Since March 2021, \$97,109.33 has been paid to F&V. The remaining project costs will largely be covered by the grant dollars. We will continue to seek additional money to reduce the Village amount.

The design meeting for Getty Park was held Friday, December 16th. The design is about 85% complete and they will be finalizing the design now that they have our input on final elements for the park. John Wilson and I met on January 5, 2022, to provide F&V final design comments for them to be able to complete the drawings. John and I had a follow up on conversation on January 20th to verify the changes we want on the final design. These final edits will be shared with F&V next week.

MDOT Category B Grant and Additional Road Work

Project Description: Mill and fill and full road reconstruction on several streets throughout the Village of Shelby.

Total Cost: \$800,000

Total Village Cost: \$663,250

Update: The road work associated with the MDOT Category B grant is built into Contract A of the EGLE DWSRF project. Hallack Contracting Inc. will be completing the work. Don DeVries is putting together costs estimates for the additional roads we will have repaved in 2023. Once I

receive the estimates, I will meet with Don to determine how we add that work to our existing project – whether we will bid it separately or create a change order for Contract A. Don provided cost estimates for the additional road work that Village Council approved. The total cost to add the additional road work is \$623,500 (Major - \$458,500) (Local - \$165,500). Based on budget projections and estimated fund balances at year end, we can proceed with the work. I anticipate these estimates will be less because we can save money on engineering costs and have a very good chance at receiving the MDOT Category A grant for First Street and possibly Ferry St.

The Village is coordinating with the Oceana County Road Commission and Shelby Township to apply for a MDOT Category A grant to repave First Street. I had a meeting with MDOT, Mark Timmer (MCRC), and Larry Hummel (F&V) on January 20, to discuss some follow up items on our Category A grant application. Although we have not been formally awarded the grant, we have a good feeling that we will be.

6th Street Sidewalk Reconstruction

Project Description: Complete reconstruction of the sidewalk at the top of the hill on 6th Street on the east end of the Village.

Total Cost: \$112,000

Total Village Cost: \$112,000

Update: Don DeVries is working on the design. It is about 95% complete and should be ready for review by the middle of December. The project will be put out for bid this winter with construction to begin spring 2023. Don went over the design with Jeremiah and I on December 16th, after our Getty Park and LSLR meeting. Design will be finalized soon and put out for bid.

Other General Updates:

None

Other Projects

Zoning Ordinance Update – I am sending final edits to Williams&Works. A public hearing will be scheduled soon. I anticipate the rewrite will be complete by March.

General Law Ordinance Update – The Village has received its Editorial and Legal Analysis and the Digital Manuscript is complete and ready for the Village's review. The Editorial and Legal Analysis contains specific questions we compiled while reviewing the Village's legislation for clarity, consistency, accuracy, and compliance with state law. A training webinar will be scheduled soon to learn how to navigate the Code Review site. We have until June 9, 2023, to respond.

Intergovernmental Collaboration – Oceana Acres – The Water & Sanitation Committee met December 8 to discuss the Wholesale Water Agreement, questions and concerns will be set to me and a document identifying how those concerns will be address will be created for Village Council and the community. A Water & Sanitation Committee is being scheduled for the week of January 23 (tentatively January 24 at 4:00pm) to continue the review of the draft agreement and to respond to the questions and concerns from the December 8 meeting.

Intergovernmental Collaboration – Shelby Ridge – The draft agreement is almost ready for Water & Sanitation Committee review.

RRC Certification – I had a meeting with the Village’s RRC contact person to discuss final steps for RRC certification. Once the Zoning Ordinance re-write is complete, we will have a few more items to update before satisfying every requirement. The Village should be RRC Certified by spring 2023.

Industrial Pretreatment Program – The cost sharing agreement for the IPP setup has been sent to Perdue Farms. Once the terms of that agreement are satisfactory to them, I will present the agreement to Village Council for consideration. Once the agreement is in place, we will be beginning the process to setup the IPP. We are very close to having the IPP agreement ready for Village Council consideration.

On the Radar

Updating the Village of Shelby Website

Downtown Façade Grant Program – discussion at October 11 Finance & Insurance Committee meeting. Program will be worked on throughout the winter to be ready for spring 2023.

Downtown Streetscape Community Engagement – discussion at October 11 Finance & Insurance Committee meeting. We requested additional information from McKenna prior to moving forward. This engagement will also likely be started in the spring.

Village of Shelby

2022 Planning Commission Annual Report



1. Membership

Planning Commission Member	Term Expiration
Samantha Near	12/31/2023
Ross Field	12/31/2023
Tara Kelley	12/31/2023
John Sutton	12/31/2024
Paul Inglis	12/31/2024
Tim Horton	12/31/2022
Vacant	12/31/2022

2. Meetings *(MPEA requires four meetings annually)*

The Village of Shelby’s planning commission met eight (8) times. This meets the requirements of the MPEA.

3. Master Plan Implementation

- ✓ Progress was made on the Village of Shelby Zoning Ordinance rewrite in 2022.
- ✓ The Village will also complete its update to the Village’s General Law Ordinances.
- ✓ The Village also plans to develop a Façade Grant Program for the downtown district using a portion of the ARPA dollars.

Implementation Strategies Work Plan		
Action	Responsible Party	Timing
Comprehensive Zoning Ordinance Audit and Evaluation	Village Council, Planning Commission, Village staff	Year 1
Comprehensive Zoning Ordinance Update or Rewrite in accordance with the vision, goals and objectives, and implementation strategies of this Plan	Village Council, Planning Commission, Village staff	Year 1
Comprehensive Audit and Evaluation of General Law Ordinances	Village Council, Village staff	Year 3
Update or Add General Law Ordinances in accordance with the vision, goals and objectives, and implementation strategies of this Plan	Village Council, Village staff	Year 3
Village Parks and Recreation Plan Update	Village Council, Planning Commission, Village staff	Year 5
Trail Town Engagement Strategy	Village Council, Planning Commission, Village staff	Years 3-5, Ongoing
Complete Streets Strategy	Village Council, Planning Commission, Village staff	Years 3-5, Ongoing
Green Infrastructure Strategy	Village Council, Planning Commission, Village staff	Years 3-5, Ongoing
Cooperation with Neighboring and Regional Governments	Village Council, Planning Commission, Village staff	Ongoing
Community Education, Outreach, and Communication Strategy	Village Council, Planning Commission, Village staff	Years 3-5, Ongoing

4. Zoning Ordinance Amendments

- ✓ The Planning Commission worked throughout the year to complete a thorough update to the Village of Shelby Zoning Ordinance. This will be completed in 2023.
- ✓ No individual zoning ordinance amendments were completed.

5. Development Reviews

Project type	Location	Description	Status	Date of action
Charter Spectrum Utility Building	500 Industrial Drive, Shelby, MI 49455	Internet provider hub.	Site Plan Approved	11/2/2022

6. Variances *(Review actions taken by the Board of Zoning Appeals; request summary from ZBA)*

- ✓ No variance requests were brought to the ZBA in 2022.

7. Actions by Legislative Body *(Review actions taken by the legislative body related to planning and development)*

- ✓ None

8. Zoning Map *(Review with listed development and rezoning requests to analyze potential trends)*

- ✓ Zoning map will be updated as part of the zoning ordinance rewrite.
- ✓ No individual zoning map amendment requests in 2022.

9. Training

Topic/description	Date
Planning commissioners and council members must begin attending a minimum of 6 hours of training annually. This is a new requirement per RRC certification.	Continuing in 2023
Staff plans to coordinate onsite training to meet this requirement.	Ongoing

10. Joint Meetings

- ✓ The Village Administrator plans on coordinating a joint meeting with the Planning Commission and Village Council for the purposes of hearing a presentation on housing and how zoning can help facilitate quality, affordable housing.



Village Council
Item Cover Page

Meeting Date: January 23, 2023
Agenda Item: Set FY2023-24 Public Hearing
Budget Impact: N/A
Recommendation: Approve Date for Public Hearing
Staff Contact: Brady Selner, Village Administrator

Background:

Section 15 of the Uniform Budgeting and Accounting Act (MCL 141.435) requires cities and villages to adopt a budget prior to the beginning of each fiscal year. Cities and villages are also required to conduct a public hearing on the proposed budget. Publishing the notice of the public hearing is required 6 days prior to hearing. The notice must include time, place, and where a copy of the budget is available for public inspection. The Public hearing on the budget and budget adoption will take place on Monday, February 27, 2023, at approximately 6:10 PM.


This motion is to set a public hearing to discuss the proposed FY2023-24 budget. Copies of the budget will be printed and made available for review at the Village Hall.

Supporting Documents:


Resolution No. 02-23

Motion _____ by seconded by _____ to adopt Resolution No. 02-23.



January 23, 2022 

RESOLUTION

No. 02-22 

RESOLVED BY THE COUNCIL OF THE VILLAGE OF SHELBY to set the public hearing for the purpose of receiving comments on the Fiscal Year 2023-2024 Budget, on Monday, February 27, 2023, at 6:10pm.


Moved: _____

Seconded: _____

Yes: _____

No: _____

ABSENT: _____


RESOLUTION No. 02-22 Declared ADOPTED.
ADOPTED ON: January 23, 2023



Village Council
Item Cover Page

Meeting Date: January 23, 2023
Agenda Item: Planning Commission Appointment – Tim Horton
Recommendation: Approve Planning Commission Appointment – Tim Horton
Budget Impact: None
Staff Contact: Brady Selner, Village Administrator

Background:

Tim Horton’s Planning Commission term recently expired, and he has indicated interest in continuing to serve another term. If approved by Village Council, Tim Horton’s term would be from January 1, 2023, to December 31, 2025.

Supporting Documents:

Resolution No. 03-23

Motion by _____ seconded by _____ to adopt
Resolution No. 03-23.



January 23, 2023

RESOLUTION

No. 03-23

RESOLVED BY THE COUNCIL OF THE VILLAGE OF SHELBY to re-appoint Tim Horton as a member of the Village of Shelby Planning Commission; term to expire December 31, 2025.

Moved: _____

Seconded: _____

Yes: _____

No: _____

ABSENT: _____

RESOLUTION No. 03-23 Declared ADOPTED.

ADOPTED ON: January 23, 2023



Village Council
Item Cover Page

Meeting Date: January 23, 2023
Agenda Item: EGLE DWAM Grant Agreement
Budget Impact: \$185,000 Grant for Fund 591
Recommendation: Approve Grant Agreement
Staff Contact: Brady Selner, Village Administrator

Background:

The Village of Shelby applied for the EGLE DWAM grant just over two years ago. At the time, the Village was not within the fundable range. Recently, EGLE notified the Village that we might be within the fundable range due to Public Act 53 allocating an additional \$20 million to the program. An updated application was submitted to EGLE. The Village was recently notified of being awarded a \$185,000 to complete a Water Asset Management Report and to field verify 52 service lines throughout the Village. The Village will have until December 31, 2026 to complete the work.

Supporting Documents:

EGLE DWAM Grant Agreement
Resolution No. 04-23

Motion _____ by seconded by _____ to adopt Resolution No. 04-23.



DRINKING WATER ASSET MANAGEMENT GRANT AGREEMENT (ARP FUNDED)
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND **VILLAGE OF SHELBY**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **Village of Shelby** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 53 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: <u>AMP/DSMI</u>	Project #: <u>DWA-127</u>
Amount of grant: <u>\$185,000</u>	100% of grant federal funding
Amount of match: <u>none required</u>	PROJECT TOTAL: <u>\$185,000</u>
Start Date: <u>3/3/2021</u>	End Date: <u>2/1/2026</u>

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 3/3/2021

Federal Awarding Agency: US Department of Treasury CFDA Number and Name: 21.027

FAIN Number: SLFRP0127 Research and Development Award: Yes No

SLFRF Category: Other Water Infrastructure 5.15 SLFRF Short Name: FRF3173

Major Program: ARPDWAM

GRANTEE CONTACT INFORMATION:

Name/Title: Brady Selner, Village Administrator
Organization: Village of Shelby
Address: 218 N. Michigan Ave.
City, State, ZIP: Shelby, MI 49455
Phone Number: (231) 861-4401
E-Mail Address: administrator@shelbyvillage.com
Federal ID: 38-6007251
Grantee UEI Number: QNBEJERWZZ23
SIGMA Vendor Number: CV0048476

STATE'S CONTACT INFORMATION:

Name/Title: Leanne Hardisty, Department Manager
Division/Bureau/Office: Finance Division
Address: 525 W. Allegan Street
City, State, ZIP: Lansing, MI 48909
Phone Number: (517) 582-0398
E-Mail Address: hardistyl@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

	Brady Selner, Village Administrator	
Signature	Name/Title	Date

FOR THE STATE:

	Kelly Green, Administrator	
Signature	Name/Title	Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 15
Feb 1 – Feb 28	Mar 15
Mar 1 – Mar 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	Aug 15

Aug 1 – Aug 31	Sept 15
Sept 1 – Sept 30	Before Oct 10*
Oct 1 – Oct 31	Nov 15
Nov 1 – Nov 30	Dec 15
Dec 1 – Dec 31	Jan 15

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee’s receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State’s review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

A) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

- (i) Subrecipient name (which must match the name associated with its unique entity identifier)
- (ii) Subrecipient's unique entity identifier
- (iii) Federal Award Identification Number (FAIN)

- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
- (v) Subaward Period of Performance Start and End Date
- (vi) Subaward Budget Period Start and End Date
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
- (xiii) Identification of whether the award is R&D; and
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part,

(6) Appropriate terms and conditions concerning closeout of the subaward.

B) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

F) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

G) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

H) 200.333 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is

caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: <https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
 - a. Procure or otherwise arrange for the audit, if required.
 - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
 - c. Promptly follow up and take corrective action on the audit findings.
 - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after

written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. STATUTORY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
- (3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Use of Funds Restrictions:

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with

other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

XXIV. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.]

XXVII. PREVAILING WAGE and LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

Grantee must provide either

- 1) a certificate for a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f))
- 2) or provide a project workforce continuity plan, detailing:
 - a) How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
 - b) How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - c) How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
 - d) Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 Yes No
 - e) Whether the project has completed a project labor agreement.
 Yes No

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (“ARPA”), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (“FRF”). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant’s Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury’s Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

This project involves work related to the Village of Shelby’s (Shelby) Distribution System Materials Inventory (DSMI) and drinking water Asset Management Plan (AMP). Field verification will be conducted for a minimum of 52 service lines out of their total of 828, based on Shelby’s knowledge of unknown service lines at the time of this agreement, in accordance with EGLE’s Drinking Water and Environmental Health Division’s Minimum Service Line Material Verification Requirements. This includes effort by Shelby’s staff, their contractor, and their consultant to pothole on either side of each curb stop and conduct in-building documentation of service line materials. This project includes applicable restoration to original condition of potholed locations. Shelby will also pursue public education and outreach efforts related to Lead and Copper Rule implementation.

Shelby’s drinking water AMP will be updated based on a comprehensive asset inventory as well as other portions of the plan, including condition assessment, capital improvement planning, water system criticality, level of service, and revenue structure development. Information gathered will be incorporated into an existing Geographic Information System database and water system maps will be developed.

EGLE approved estimated project costs include:

Task	Budget
AMP	\$130,000
DSMI	\$55,000
Equipment	\$0
Project Cost Subtotal	\$185,000
Total Grant Amount	\$185,000

Indirect costs are not allowed under this agreement.

Grantees must obligate all funds to any subrecipients by December 31, 2024. Therefore, all grantees must have a signed contract in place with all contracted parties for the work to be completed with these grant funds by December 31, 2024. In addition, all project work must be completed by December 31, 2026.

Program-specific Requirements:

- a) Non-professional contractor services should be competitively bid.
- b) A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
- c) Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
- d) Eligible equipment purchases with acceptable justification, such as computer hardware or software used directly for asset management or materials assessment, can be reimbursed at 25 percent of the purchase price if the equipment can be used for multiple asset types, at EGLEs discretion. This may include training related to that equipment/hardware/software purchase. If the equipment will be shared with a neighboring community, EGLE will consider reimbursement up to 50 percent of the equipment purchase price. Adequate maintenance and procedures must be developed to keep equipment purchased in good working condition for the entirety of the grant period.
- e) Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 15 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLE's website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



January 23, 2023

RESOLUTION

No. 04-23

RESOLVED BY THE COUNCIL OF THE VILLAGE OF SHELBY to authorize the Village Administrator, Brady Selner, to sign the Drinking Water Asset management Grant Agreement (ARP Funded) between the Michigan Department of Environment, Great Lakes, and Energy and Village of Shelby

Moved: _____

Seconded: _____

Yes: _____

No: _____

ABSENT: _____

RESOLUTION No. 04-23 Declared ADOPTED.

ADOPTED ON: January 23, 2023

Check Proofing Report

01/17/2023 11:43 AM

Database: Shelby

1/6

Payroll ID: 577

Check Post Date: 01/19/2023

Pay Period End Date: 01/15/2023

Application: PR

Name: 30077 - BUDDER, CRYSTAL L

Active

Employee ID: 30077	Department ID: 215	Gross for Check: 1,968.00	Net After Dir Dep: 0.00
Withholding Status: Married	Federal Allow.: 1	Net for Check: 1,371.04	Total Deductions: 596.96
Pay Period End Date: 01/15/2023	State Allow.: 1	Reg. Hours: 81.00	Direct Deposit: 1,371.04
Check Date: 01/19/2023		OT Hours: 0.00	YTD Gross: 3,936.00
	Local Allow.: 00	Suppl. Hours: 0.00	Comp Hrs Wrkd: 0.00
		Deduction Refund: 0.00	

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
215	CLERK/TREASURER	24.10	68.50	0.00	1,650.85	2,819.70	SOCSEC_EE	119.86	239.72
101	101-215.000-702.000	40.00	1.00	0.00	40.00	80.00	SITW	63.33	127.45
HOLIDAY	CLERK/TREASURER	24.10	8.00	0.00	192.80	771.20	MEDICARE_EE	28.03	56.06
PTO	CLERK/TREASURER	24.10	3.50	0.00	84.35	265.10	DELTA DENTAL	34.80	69.60
							VISION	9.39	18.78
							FITW	98.66	207.12
							AFLAC-ACC	26.04	52.08
							457_EE %	200.00	396.80
							HEALTH	16.85	33.70
							SSB	25.00	DEPOSIT
							SSB	1,346.04	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	296.51		8.31	0.00	3.50	0.00	0.00	4.81	301.32
VAC	VACATION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Name: 30102 - FREES, DARRYL E

Active

Employee ID: 30102	Department ID: 441	Gross for Check: 1,895.68	Net After Dir Dep: 0.00
Withholding Status: Married	Federal Allow.: 0	Net for Check: 1,375.67	Total Deductions: 520.01
Pay Period End Date: 01/15/2023	State Allow.: 0	Reg. Hours: 72.00	Direct Deposit: 1,375.67
Check Date: 01/19/2023		OT Hours: 0.00	YTD Gross: 3,870.40
	Local Allow.: 00	Suppl. Hours: 0.00	Comp Hrs Wrkd: 0.00
		Deduction Refund: 0.00	

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
441 H	101-441.000-702.000	22.44	13.00	0.00	291.72	1,615.68	FITW	120.82	263.58
441 H	101-691.000-702.000	22.44	8.00	0.00	179.52		SITW	72.98	150.39
441 H	590-000.000-702.000	22.44	11.00	0.00	246.84		SOCSEC_EE	115.37	235.64
441 H	591-000.000-702.000	22.44	24.00	0.00	538.56		MEDICARE_EE	26.98	55.11
HOLIDAY	DPW	22.44	8.00	0.00	179.52	718.08	457_EE %	113.74	232.22
PTO	DPW	22.44	8.00	0.00	179.52	1,256.64	AFLAC-STD	35.28	70.56

Check Proofing Report

01/17/2023 11:43 AM

Database: Shelby

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Payroll ID: 577 Check Post Date: 01/19/2023 Pay Period End Date: 01/15/2023 Application: PR

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
INSURANCE	DPW	250.00	0.00	0.00	250.00	250.00	DELTA DENTAL	34.84	69.68
PHONE	DPW	30.00	0.00	0.00	30.00	30.00	SSB	200.00	DEPOSIT
							SSB	1,175.67	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	81.48		6.92	0.00	8.00	0.00	0.00	-1.08	80.40
VAC	VACATION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Name: 30083 - HELENHOUSE, JEREMIAH P Active

Employee ID: 30083	Department ID: 441	Gross for Check: 2,364.62	Net After Dir Dep: 0.00
Withholding Status: Single	Federal Allow.: 2	Net for Check: 1,730.07	Total Deductions: 634.55
Pay Period End Date: 01/15/2023	State Allow.: 2	Reg. Hours: 80.00	Direct Deposit: 1,730.07
Check Date: 01/19/2023	Local Allow.: 00	OT Hours: 0.00	YTD Gross: 4,679.24
		Suppl. Hours: 0.00	Comp Hrs Wrkd: 0.00
		Deduction Refund: 0.00	

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
SALARY	DPW SUPERVISOR	60,180.00	72.00	0.00	2,314.62	4,629.24	SITW	72.08	145.47
HOLIDAY	DPW SUPERVISOR	0.00	8.00	0.00	0.00	0.00	SOCSEC_EE	144.44	285.79
PHONE	DPW SUPERVISOR	50.00	0.00	0.00	50.00	50.00	MEDICARE_EE	33.78	66.84
							FITW	180.98	367.32
							VISION	9.39	18.78
							DELTA DENTAL	34.84	69.68
							AFLAC-ACC	20.16	40.32
							457_EE %	138.88	277.76
							SSB	1,730.07	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	361.45		8.31	0.00	0.00	0.00	0.00	8.31	369.76
	VACATION			0.00						

Name: 30109 - KRAUSE, DAVID K Active

Employee ID: 30109	Department ID: 301	Gross for Check: 2,141.40	Net After Dir Dep: 0.00
Withholding Status: Married	Federal Allow.: 0	Net for Check: 1,596.97	Total Deductions: 544.43
Pay Period End Date: 01/15/2023	State Allow.: 0	Reg. Hours: 84.00	Direct Deposit: 1,681.59
Check Date: 01/19/2023	Local Allow.: 00	OT Hours: 1.50	YTD Gross: 5,372.76
		Suppl. Hours: 0.00	Comp Hrs Wrkd: 0.00
		Deduction Refund: 0.00	

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
301	101-301.000-702.000	24.48	79.50	1.50	2,001.24	3,543.48	FITW	82.01	299.47
PTO	101-301.000-702.000	24.48	4.50	0.00	110.16	624.24	SITW	80.13	205.08
PHONE	101-301.000-702.000	30.00	0.00	0.00	30.00	30.00	SOCSEC_EE	126.73	321.03

= Deposited Ded/Exp * = Check Adjustment >> = Pre-Tax Deductions capped at Applicable Gross

Check Proofing Report

01/17/2023 11:43 AM

Database: Shelby

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Payroll ID: 577 Check Post Date: 01/19/2023 Pay Period End Date: 01/15/2023 Application: PR

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
							MEDICARE_EE	29.64	75.08
							##HSA	84.62	169.24
							DELTA DENTAL	12.82	25.64
							457_EE %	128.48	322.36
							HUNT	1,596.97	DEPOSIT
							WSB	84.62	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	185.87		6.92	0.00	4.50	0.00	0.00	2.42	188.29

Name: 30086 - MAHONEY, RANDY Active

Employee ID:	30086	Department ID:	253	Gross for Check:	616.96	Net After Dir Dep:	478.92
Withholding Status:	Married	Federal Allow.:	0	Net for Check:	478.92	Total Deductions:	138.04
Pay Period End Date:	01/15/2023	State Allow.:	0	Reg. Hours:	32.00	Direct Deposit:	0.00
Check Date:	01/19/2023	OT Hours:	0.00	YTD Gross:			1,388.16
		Local Allow.:	00	Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
253	ADM ASSIST	19.28	32.00	0.00	616.96	1,388.16	SITW	36.22	79.00
							SOCSEC_EE	38.26	86.07
							FITW	54.61	131.57
							MEDICARE_EE	8.95	20.13

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO PT	PERSONAL_PT	6.25		1.85	0.00	0.00	0.00	0.00	1.85	8.10

Name: 30100 - POLACEK, JAMIE M Active

Employee ID:	30100	Department ID:	265	Gross for Check:	48.66	Net After Dir Dep:	42.87
Withholding Status:	Married	Federal Allow.:	0	Net for Check:	42.87	Total Deductions:	5.79
Pay Period End Date:	01/15/2023	State Allow.:	0	Reg. Hours:	3.67	Direct Deposit:	0.00
Check Date:	01/19/2023	OT Hours:	0.00	YTD Gross:			95.07
		Local Allow.:	00	Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
265	101-265.000-702.000	13.26	3.67	0.00	48.66	95.07	SITW	2.07	4.04
							SOCSEC_EE	3.01	5.89
							MEDICARE_EE	0.71	1.38

Name: 30098 - ROESLER, DEAN C Active

Employee ID:	30098	Department ID:	301	Gross for Check:	641.58	Net After Dir Dep:	0.00
Withholding Status:	Single	Federal Allow.:	1	Net for Check:	518.93	Total Deductions:	122.65

= Deposited Ded/Exp * = Check Adjustment >> = Pre-Tax Deductions capped at Applicable Gross

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01/17/2023 11:43 AM

Database: Shelby

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Payroll ID: 577 Check Post Date: 01/19/2023 Pay Period End Date: 01/15/2023 Application: PR

Pay Period End Date: 01/15/2023	State Allow.: 1	Reg. Hours: 34.00	Direct Deposit: 518.93
Check Date: 01/19/2023		OT Hours: 2.00	YTD Gross: 2,028.78
	Local Allow.: 00	Suppl. Hours: 0.00	Comp Hrs Wrkd: 0.00
		Deduction Refund: 0.00	

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
301 P	101-301.000-702.100	17.34	34.00	2.00	641.58	2,028.78	FITW	50.72	235.02
							SITW	22.85	77.72
							SOCSEC_EE	39.77	125.78
							MEDICARE_EE	9.31	29.42
							FFCU	518.93	DEPOSIT

Name: 30078 - SEABOLT, KIRK Active

Employee ID: 30078	Department ID: 441	Gross for Check: 2,027.16	Net After Dir Dep: 0.00
Withholding Status: Married	Federal Allow.: 0	Net for Check: 1,168.41	Total Deductions: 858.75
Pay Period End Date: 01/15/2023	State Allow.: 0	Reg. Hours: 80.00	Direct Deposit: 1,268.41
Check Date: 01/19/2023		OT Hours: 6.00	YTD Gross: 4,450.68
	Local Allow.: 00	Suppl. Hours: 0.00	Comp Hrs Wrkd: 0.00
		Deduction Refund: 0.00	

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
441 H	DPW	22.44	8.00	0.00	179.52	3,164.04	SITW	70.25	157.11
441 H	ROADS WINTER	22.44	7.00	0.00	157.08		MEDICARE_EE	27.94	61.63
441 H	101-441.000-702.000	22.44	16.00	2.00	426.36		SOCSEC_EE	119.48	263.54
441 H	590-000.000-702.000	22.44	12.00	2.00	336.60		FITW	163.13	382.57
441 H	591-000.000-702.000	22.44	23.00	2.00	583.44		HEALTH	101.41	202.82
441 H	661-000.000-702.000	22.44	6.00	0.00	134.64		VISION	2.84	5.68
HOLIDAY	DPW	22.44	8.00	0.00	179.52	718.08	##HSA	100.00	200.00
PHONE	DPW	30.00	0.00	0.00	30.00	30.00	AFLAC-ACC	12.84	25.68
							AFLAC-HOSP	46.02	92.04
							AFLAC-STD	32.40	64.80
							457_EE %	182.44	400.56
							SSB	100.00	DEPOSIT
							SSB	1,168.41	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	109.03		8.31	0.00	0.00	0.00	0.00	8.31	117.34
VAC	VACATION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Name: 30114 - SELNER, BRADY D Active

Employee ID: 30114	Department ID: 255	Gross for Check: 3,473.08	Net After Dir Dep: 0.00
Withholding Status: Married	Federal Allow.: 0	Net for Check: 2,502.70	Total Deductions: 970.38
Pay Period End Date: 01/15/2023	State Allow.: 2	Reg. Hours: 80.00	Direct Deposit: 2,683.47
Check Date: 01/19/2023		OT Hours: 0.00	YTD Gross: 6,646.16

= Deposited Ded/Exp * = Check Adjustment >> = Pre-Tax Deductions capped at Applicable Gross

Check Proofing Report

01/17/2023 11:43 AM

Database: Shelby

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Payroll ID: 577 Check Post Date: 01/19/2023 Pay Period End Date: 01/15/2023 Application: PR

Check Date:	01/19/2023	OT Hours:	0.00	YTD Gross:	398.82	
	Local Allow.:	00	Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
			Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
301 P	101-301.000-702.100	17.34	16.00	0.00	277.44	398.82	SITW	11.79	16.95
							SOCSEC_EE	17.20	24.73
							MEDICARE_EE	4.02	5.78
							SAFE	244.43	DEPOSIT

Name: 30112 - WALTZ, STEVEN A Active

Employee ID:	30112	Department ID:	301	Gross for Check:	2,771.54	Net After Dir Dep:	0.00
Withholding Status:	Married	Federal Allow.:	0	Net for Check:	2,131.61	Total Deductions:	639.93
Pay Period End Date:	01/15/2023	State Allow.:	1	Reg. Hours:	80.25	Direct Deposit:	2,131.61
Check Date:	01/19/2023	Local Allow.:	00	OT Hours:	0.00	YTD Gross:	5,243.08
				Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
SALARY	101-301.000-702.000	64,260.00	71.25	0.00	2,471.54	4,943.08	FITW	161.86	305.30
INSURANCE	101-301.000-702.000	250.00	0.00	0.00	250.00	250.00	SITW	99.77	190.34
PHONE	101-301.000-702.000	50.00	0.00	0.00	50.00	50.00	SOCSEC_EE	171.83	325.07
HOLIDAY	101-301.000-702.000	0.00	8.00	0.00	0.00	0.00	MEDICARE_EE	40.18	76.02
101	101-301.000-702.000	0.00	1.00	0.00	0.00	0.00	457_EE %	166.29	314.58
							HUNT	2,131.61	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	288.12		6.92	0.00	0.00	0.00	0.00	6.92	295.04
VAC	VACATION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Check Proofing Report

01/09/2023 2:18 PM

Database: Shelby

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Payroll ID: 576

Check Post Date: 01/09/2023

Pay Period End Date: 01/01/2023

Application: PR

Name: 30103 - SIMON, TIMOTHY M

Active

Employee ID: 30103	Department ID: 301	Gross for Check: 156.06	Net After Dir Dep: 137.49
Withholding Status: Married	Federal Allow.: 0	Net for Check: 137.49	Total Deductions: 18.57
Pay Period End Date: 01/01/2023	State Allow.: 0	Reg. Hours: 9.00	Direct Deposit: 0.00
Check Date: 01/09/2023		OT Hours: 0.00	YTD Gross: 156.06
	Local Allow.: 00	Suppl. Hours: 0.00	Comp Hrs Wrkd: 0.00
		Deduction Refund: 0.00	

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
301 P	101-301.000-702.100	17.34	9.00	0.00	156.06	156.06	SITW	6.63	6.63
							SOCSEC_EE	9.68	9.68
							MEDICARE_EE	2.26	2.26

**Report to Finance
January 23, 2023**

	Description	General	Major St	Local St.	Sewer	Water	Motor Pool	Total
Affordable Auto Services	Cruiser Oil change & Wheel bearing						\$ 417.71	\$ 417.71
Chart Pool USA INC.	Water Supplies					\$ 282.63		\$ 282.63
City of Hart	Water Testing					\$ 75.00		\$ 75.00
Consumers Energy	Electricity and Street Lights	\$ 2,825.47			\$ 4,579.25	\$ 1,868.15		\$ 9,272.87
Corporate Payment Systems	Credit Card Charges	\$ 372.77						\$ 372.77
Edith Abrego	Water Deposit Refund					\$ 96.15		\$ 96.15
Fleis & VandenBrink	Engineering Service Multiple Projects	\$ 17,631.33	\$ 2,985.52		\$ 674.48	\$ 2,053.23		\$ 23,344.56
Klotz Auto Parts	Misc. Supplies	\$ 4.09			\$ 214.64	\$ 13.81	\$ 184.31	\$ 416.85
MML Unemployment Fund	Quarterly Contribution	\$ 2.92						\$ 2.92
Parmenter Law	Legal Services	\$ 876.00						\$ 876.00
Peerless Midwest	Annual Well & Pump Maintenance					\$ 900.00		\$ 900.00
Quadient	Postage				\$ 151.50	\$ 151.50		\$ 303.00
Rivers Ace	Misc. Supplies	\$ 105.31		\$ 5.07		\$ 130.20	\$ 4.19	\$ 244.77
Small Business	Employee Life Insurance Premium	\$ 45.18	\$ 24.71	\$ 24.71	\$ 22.39	\$ 22.39	\$ 5.32	\$ 144.70
Spectrum Enterprise	Village Hall Internet & Fax	\$ 167.96						\$ 167.96
Trace Analytical	Quarterly Wells					\$ 672.88		\$ 672.88
USA Blue Book	Water Supplies					\$ 373.12		\$ 373.12
Veltman Hardware LLC	Propane					\$ 27.00		\$ 27.00
Village of Shelby	Water/Sewer Billing	\$ 100.98						\$ 100.98
VSP Insurance Co.	Employee Vision Premiums	\$ 78.38	\$ 22.26	\$ 22.26	\$ 25.04	\$ 25.04	\$ 5.84	\$ 178.82
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
General		\$ 29,739.32						\$ -
Major Street		\$ 4,249.25						
Local Street		\$ 1,268.78						
Sewer		\$ 8,036.94						
Water		\$ 9,225.16						
Motor Pool		\$ 1,259.35						
Total		\$ 60,895.84						
Check Total		\$ 38,270.69						

Signature: Steven Crothers
Date: January 20, 2023