



# City Council Agenda

March 20, 2023  
7:00 p.m.

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

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- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
  - A. Approval of Bills
    - 1. City and BPU Claims of March 2, 2023: \$784,790.11
    - 2. Payroll of March 2, 2023: \$218,306.91
  - B. City Council Minutes of March 6, 2023
  - C. Finance Committee Minutes of March 6, 2023
  - D. BPU Minutes of February 14, 2023
  - E. Ratification of Signatures for Pub & Grub Agreement
  - F. Hillsdale County Farmers Market Street Closure Agreement
  - G. WWTP North RAS Pump
- VI. Communications/Petitions**
  - A. Comcast Letter
  - B. Keefer House Construction Quarterly Update
  - C. Letter from Ted Jansen
- VII. Introduction and Adoption of Ordinances/Public Hearing**
  - A. None
- VIII. Old Business**
  - A. None
- IX. New Business**
  - A. Domestic Harmony Contract
  - B. Bid Award – City Hall Painting
  - C. Truck Purchase – DPS and Water/Sewer Departments
  - D. RS&H New Terminal Design Agreement
  - E. Culvert Replacement CDS Request
  - F. Police Vehicle Purchase
- X. Miscellaneous Reports**
  - A. Proclamation- None

- B. Appointments – Election Commission – Melissa DesJardin, Penny Swan
- C. Other- None

**XI. General Public Comment**

**XII. City Manager’s Report**

**XIII. Council Comment**

**XIV. Adjournment**

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 03/02/2023 - 03/02/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-231.105	DUE TO MMERS-RETIREMENT CONT.	MERS	RETIREMENT CONTRIBUTIONS - 300101	13,428.51	505
Total For Dept 000.000				13,428.51	
Dept 101.000 CITY COUNCIL					
101-101.000-801.000	ADOBE CANCELLATION FEE	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	95.36	504
Total For Dept 101.000 CITY COUNCIL				95.36	
Dept 172.000 CITY MANAGER					
101-172.000-715.000	DENTAL & VISION - CITY MANAGER	BLUE CROSS & BLUE SHIELD O	DENTAL & VISION INSURANCE GROUP 00700345	38.82	503
101-172.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINIS	ERATHON INSURANCE - MARCH 2023	703.65	506
101-172.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	6.50	507
101-172.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	831.78	505
101-172.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	15.39	507
101-172.000-956.200	LUNCH	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	21.00	504
Total For Dept 172.000 CITY MANAGER				1,617.14	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-802.000	SONIT NET ADMIN FEB 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN FEB 2023	1,710.63	105881
101-175.000-802.000	TREND MICRO SUBSCRIPTION (MONTHLY)	SONIT SYSTEMS, LLC	TREND MICRO SUBSCRIPTION (MONTHLY) FEB	118.02	105881
101-175.000-955.106	MISC. - NEW YEAR'S EVE EVENT	BARNEY TRAYLOR	HORSE & CARRIAGE RIDES FOR WINTERFEST	500.00	105823
101-175.000-955.106	MISC. - NEW YEAR'S EVE EVENT	JENNIFER FLYNN	FACE PAINTING FOR WINTERFEST EVENT	325.00	105853
101-175.000-955.106	MISC. - NEW YEAR'S EVE EVENT	LAURA LOVEBERRY	CARICATURE DRAWINGS	500.00	105858
Total For Dept 175.000 ADMINISTRATIVE SERVICES				3,153.65	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-715.000	DENTAL & VISION - FINANCE	BLUE CROSS & BLUE SHIELD O	DENTAL & VISION INSURANCE GROUP 00700345	38.82	503
101-191.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINIS	ERATHON INSURANCE - MARCH 2023	703.65	506
101-191.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	6.50	507
101-191.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	8.66	507
101-191.000-801.000	ACCOUNTING SERVICES - JAN 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - JAN 2023	4,533.61	105886
Total For Dept 191.000 FINANCE DEPARTMENT				5,291.24	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-715.000	DENTAL & VISION - CITY CLERK	BLUE CROSS & BLUE SHIELD O	DENTAL & VISION INSURANCE GROUP 00700345	97.05	503
101-215.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINIS	ERATHON INSURANCE - MARCH 2023	1,759.10	506
101-215.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	507
101-215.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	766.08	505
101-215.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.53	507
101-215.000-726.000	SUPPLIES	URBAN GRAFFITI	CLERK UNIFORMS	98.50	105890
101-215.000-726.000	CASH TRANSMITTAL BAGS	CARD SERVICES CENTER	K. PRICE CREDIT CARD	256.11	504
101-215.000-801.000	CONTRACTUAL SERVICES	CIVICPLUS, LLC	MUNICODE WEB SUBSCRIPTION	3,675.00	105829
Total For Dept 215.000 CITY CLERK DEPARTMENT				6,684.61	
Dept 253.000 CITY TREASURER					
101-253.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	161.00	505
Total For Dept 253.000 CITY TREASURER				161.00	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-715.000	DENTAL & VISION - ASSESSING	BLUE CROSS & BLUE SHIELD O	DENTAL & VISION INSURANCE GROUP 00700345	235.19	503
101-257.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINIS	ERATHON INSURANCE - MARCH 2023	1,759.10	506
101-257.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	32.48	507
101-257.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,193.16	505
101-257.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	47.26	507

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	CITY HALL 2ND FL OFFICE SUPPLIES	98.61	105833
101-257.000-726.000	SUPPLIES	URBAN GRAFFITI	ASSESSING DEPARTMENT UNIFORMS	121.00	105890
101-257.000-734.000	POSTAGE	KCI	2023 ASSESSMENT CHANGE NOTICE PRINTING & MAILING	64.50	105855
101-257.000-810.000	DUES AND SUBSCRIPTIONS	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	23.99	504
101-257.000-905.000	PUBLISHING / NOTICES	KCI	2023 ASSESSMENT CHANGE NOTICE PRINTING & MAILING	521.30	105855
101-257.000-956.000	TRAINING & SEMINARS	EDP OF HILLSDALE COUNTY	EDP TRENDS ACTIVE SHOOTER AWARENESS TRAINING	30.00	105839
101-257.000-956.000	TRAINING & SEMINARS	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	27.00	504
Total For Dept 257.000 ASSESSING DEPARTMENT				4,153.59	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	PLASTIC MOUNTED PADDLE SIGN "STOP/SL	EMILSON CAPITAL SERVICES, INC	PLASTIC MOUNTED PADDLE SIGN "STOP/SLOW"	317.22	105818
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	16.80	105846
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	16.80	105846
101-265.000-726.000	AIR FRESHENERS, TISSUES	CARD SERVICES CENTER	M. LOREN CREDIT CARD	18.54	504
101-265.000-801.000	CITY HALL CLEANING - FEB 2023	EAST 2 WEST ENTERPRISES, INC	CITY HALL CLEANING - FEB 2023	650.00	105838
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	21.06	105887
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	21.06	105887
101-265.000-850.000	ETHERFAX MONTHLY BILL 2-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 2-1-2023	112.00	105825
Total For Dept 265.000 BUILDING AND GROUNDS				1,173.48	
Dept 270.000 HUMAN RESOURCES					
101-270.000-715.000	DENTAL & VISION - HUMAN RESOURCES	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 00700345	38.82	503
101-270.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINISTRATION	HEALTH INSURANCE - MARCH 2023	703.65	506
101-270.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	6.50	507
101-270.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	12.89	507
Total For Dept 270.000 HUMAN RESOURCES				761.86	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-715.000	DENTAL & VISION - POLICE	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 00700345	875.19	503
101-301.000-715.000	DENTAL & VISION - POLICE	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 00700345	139.88	503
101-301.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINISTRATION	HEALTH INSURANCE - MARCH 2023	17,386.84	506
101-301.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	235.48	507
101-301.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	27,475.55	505
101-301.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	308.81	507
101-301.000-726.000	(2) STREAMLIGHT STINGER BATTERIES	COMP DISTRIBUTOR, INC	STREAMLIGHT STINGER BATTERIES - JUNE/STOCK	54.50	105831
101-301.000-726.000	POSTAGE - EVIDENCE MAILED/DET. MARCH	CARD SERVICES CENTER	S. HEHPNER CREDIT CARD	16.69	504
101-301.000-930.000	DISMOUNT/MOUNT & BALANCE 1 TIRE	NORM'S TIRE & SERVICE	DISMOUNT/MOUNT & BALANCE 1 TIRE-LEFT FRONT UNIT 2-4182132 EXPLORER	213.22	105872
101-301.000-930.000	OIL CHANGE/UNIT 2-4 (21 EXPLORER)	PARNEY'S CAR CARE, LLC	OIL CHANGE - UNIT 2-4 (21 EXPLORER	42.52	105873
101-301.000-956.000	REG FEE K. KIRSTEN BASIC SRO COURSE	CARD SERVICES CENTER	S. HEHPNER CREDIT CARD	485.00	504
Total For Dept 301.000 POLICE DEPARTMENT				47,205.83	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-715.000	DENTAL & VISION - FIRE	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 00700345	319.13	503
101-336.000-715.000	DENTAL & VISION - FIRE	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 00700345	27.97	503
101-336.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINISTRATION	HEALTH INSURANCE - MARCH 2023	10,130.54	506
101-336.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	73.08	507
101-336.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	5,976.96	505
101-336.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	93.56	507
101-336.000-726.000	REIMBURSEMENT FOR PURCHASE ENTRY	CORINA BURKE	REIMBURSEMENT FOR PURCHASE OF 3X5 ENVIROBACK CHARCOAL MAT FOR ENTRY	23.21	105824
101-336.000-726.000	(4) 5 OZ NIX LICE CONTROL SPRAY	EMERGENCY MEDICAL PRODUCTS INC	NIX LICE CONTROL SPRAY	35.80	105840
101-336.000-726.000	5X8 NYLON FLAG	GELZER HJ & SON INC	5X8 NYLON FLAG/BLACK SPRAY PAINT	70.78	105844
101-336.000-726.000	LEAD FREE SOLDER KIT	GELZER HJ & SON INC	LEAD FREE SOLDER KIT TO REPAIR INDIAN FIRE PUMP	21.99	105844
101-336.000-726.000	REIMBURSEMENT/EMS LICENSE RENEWAL	WESLEY JAMES PICEK	REIMBURSEMENT FOR STATE OF MICHIGAN EMS LICENSE RENEWAL FEE	75.00	105879

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Fund 101 GENERAL FUND					
Dept 336.000 FIRE DEPARTMENT					
101-336.000-726.000	POSTAGE - PAGER MAILED FOR REPAIR	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	5.50	504
Total For Dept 336.000 FIRE DEPARTMENT				16,803.60	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-715.000	DENTAL & VISION - PUBLIC SERVICES	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 00700345	153.00	503
101-441.000-715.000	DENTAL & VISION - PUBLIC SERVICES	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 00700345	97.05	503
101-441.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINIS	HEALTH INSURANCE - MARCH 2023	4,931.76	506
101-441.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	81.20	507
101-441.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,169.04	505
101-441.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	106.00	507
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	11.20	105846
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	5.60	105846
101-441.000-742.000		CINTAS CORPORATION	CLEANING SUPPLIES	43.64	105828
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	34.96	105887
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	34.96	105887
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	32.76	105887
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	32.76	105887
101-441.000-930.000	TROUBLESHOOT BREAKER AT DPS	CLARK ELECTRIC INC.	TROUBLESHOOT BREAKER AT DPS	70.00	105830
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				6,803.93	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-715.000	DENTAL & VISION -ENGINEERING	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 00700345	97.05	503
101-447.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINIS	HEALTH INSURANCE - MARCH 2023	1,759.10	506
101-447.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	507
101-447.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	38.47	507
Total For Dept 447.000 ENGINEERING SERVICES				1,910.86	
Dept 567.000 CEMETERIES					
101-567.000-801.000	FEB PORTA JOHN RENTALS	LAPEW SANITATION - THOMAS	FEB PORTA JOHN RENTALS	125.00	105857
Total For Dept 567.000 CEMETERIES				125.00	
Dept 595.000 AIRPORT					
101-595.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	507
101-595.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	19.75	507
101-595.000-726.000	WATER - AIRPORT	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	5.60	105846
101-595.000-801.000	MERCHANT EQUIP RENTAL BILLING	AVFUEL CORP	MERCHANT EQUIP RENTAL BILLING	20.00	502
101-595.000-801.000	REFUELING TRUCK RENTAL BILLING	AVFUEL CORP	REFUELING TRUCK RENTAL BILLING	950.00	502
101-595.000-818.000	AIRPORT UNDERGROUND STORAGE TANK	MINSURAN	AIRPORT UNDERGROUND STORAGE TANK INSURANCE	901.00	105868
101-595.000-920.000	PROPANE FOR AIRPORT	SPRATT'S	PROPANE FOR AIRPORT	1,279.50	105882
101-595.000-930.000	REPLACE WINDOW IN THE MAIN TERMINAL	GLASS, INC	REPLACE WINDOW IN THE MAIN TERMINAL AT AIRPORT	578.97	105843
101-595.000-930.000	PARTS FOR CUB CADET ZERO TURN MOWER	SPRATT'S	PARTS FOR CUB CADET ZERO TURN MOWER	24.00	105882
101-595.000-930.000	AIR FILTER FOR CUB CADET ZERO TURN	CARD SERVICES CENTER	G. MOORE CREDIT CARD	90.05	504
101-595.000-956.000	2023 MICHIGAN AIRPORT CONFERENCE CARD	SERVICES CENTER	G. MOORE CREDIT CARD	400.00	504
Total For Dept 595.000 AIRPORT				4,285.11	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-715.000	DENTAL & VISION - PLANNING	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 00700345	97.05	503
101-701.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINIS	HEALTH INSURANCE - MARCH 2023	1,759.10	506
101-701.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	507
101-701.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	818.48	505
101-701.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	19.23	507
101-701.000-801.372	CONTRACTUAL SERVICES - CODE ENFOR	CEMENT TRUCKING & DIRTWORK	CODE ENFORCEMENT - 61 S HOWELL	1,800.00	105837
101-701.000-956.000	TRAINING & SEMINARS	EDP OF HILLSDALE COUNTY	EDP TRENDS ACTIVE SHOOTER AWARENESS TRAINING	15.00	105839

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-956.000	TRAINING & SEMINARS	MICH ASSOC OF PLANNING	CON ED: ZONING ADMIN REGIONAL WORKSHOPS	85.00	105864
101-701.000-956.000	TRAINING & SEMINARS	MSU ANR EVENT SERVICES	CON ED - ZONING CONFLICT & PUBLIC MTG	20.00	105870
Total For Dept 701.000 PLANNING DEPARTMENT				4,630.10	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	507
101-728.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	817.75	505
101-728.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	23.08	507
101-728.000-801.000	CITY NEWSLETTER PRO LICENSE	CARD SERVICES CENTER	K. PRICE CREDIT CARD	120.00	504
Total For Dept 728.000 ECONOMIC DEVELOPMENT				977.07	
Dept 756.000 PARKS					
101-756.000-726.000	2" X 3/16" ALUM ANGLE X 144"	NEFCO	2" X 3/16" ALUM ANGLE X 144"	93.32	105871
101-756.000-801.000	FEB PORTA JOHN RENTALS	LAPEW SANITATION - THOMAS	FEBA PORTA JOHN RENTALS	255.00	105857
Total For Dept 756.000 PARKS				348.32	
Total For Fund 101 GENERAL FUND				119,610.26	
Fund 153 R. L. OWEN MEMORIAL FUND					
Dept 265.000 BUILDING AND GROUNDS					
153-265.000-970.000	OUT BUILDING AT OWEN MEMORIAL	EVERY BUILDING AND BARN	OUT BUILDING AT OWEN MEMORIAL	5,023.76	105821
Total For Dept 265.000 BUILDING AND GROUNDS				5,023.76	
Total For Fund 153 R. L. OWEN MEMORIAL FUND				5,023.76	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 450.000 STREET SURFACE					
202-450.000-726.000	MDOT SPECIFICATION BOOKS	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	41.71	504
Total For Dept 450.000 STREET SURFACE				41.71	
Dept 470.000 TREES					
202-470.000-726.000	OIL FOR CHAINSAWS	GELZER HJ & SON INC	WINTER BAR/CHAIN OIL AND MED DUTY TARP FOR LIBRARY	43.98	105844
202-470.000-726.000	13OZ PRUNING SEAL	GELZER HJ & SON INC	13OZ PRUNING SEAL	14.38	105844
202-470.000-801.000	108 S MANNING HAUL WOOD AND CHIPS AWAY	LONSBERRY, JEFFREY	108 S MANNING HAUL WOOD AND CHIPS AWAY	2,700.00	105832
202-470.000-801.000	45 N WEST STREET CHIP BRUSH HAUL WOOD AND CHIPS	LONSBERRY, JEFFREY	45 N WEST STREET CHIP BRUSH HAUL WOOD AND CHIPS	5,800.00	105832
202-470.000-801.000	CONTRACTUAL SERVICES	LONSBERRY, JEFFREY	STORM DAMAGE CLEAN UP	750.00	105832
Total For Dept 470.000 TREES				9,308.36	
Dept 470.500 TRUNKLINE TREES					
202-470.500-801.000	CONTRACTUAL SERVICES	LONSBERRY, JEFFREY	STORM DAMAGE CLEAN UP	300.00	105832
Total For Dept 470.500 TRUNKLINE TREES				300.00	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				9,650.07	
Fund 203 LOCAL ST. FUND					
Dept 450.000 STREET SURFACE					
203-450.000-726.000	MDOT SPECIFICATION BOOKS	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	41.72	504
Total For Dept 450.000 STREET SURFACE				41.72	
Dept 470.000 TREES					
203-470.000-801.000	37 READING AVE CHIP BRUSH HAUL WOOD AND CHIPS	LONSBERRY, JEFFREY	37 READING AVE CHIP BRUSH HAUL WOOD AND CHIPS	1,800.00	105832
203-470.000-801.000	111 S MANNING MAPLE TREE CHIP BRUSH HAUL WOOD AND CHIPS	LONSBERRY, JEFFREY	111 S MANNING MAPLE TREE CHIP BRUSH HAUL WOOD AND CHIPS	2,600.00	105832
203-470.000-801.000	CONTRACTUAL SERVICES	LONSBERRY, JEFFREY	STORM DAMAGE CLEAN UP	1,200.00	105832

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 203 LOCAL ST. FUND					
Dept 470.000 TREES					
Total For Dept 470.000 TREES				5,500.00	
Dept 480.000 DRAINAGE					
203-480.000-726.000	STRAW BLANKET ROLL AND WOODEN STRAW BLANKET ANCHORS	BOULEVARD LAWNSCAPING & SUPPLY	STRAW BLANKET ROLL AND WOODEN STRAW BLANKET ANCHORS	128.15	105836
203-480.000-726.000	1 GAL HYDRAULIC CEMENT	GELZER HJ & SON INC	1 GAL HYDRAULIC CEMENT	36.99	105844
203-480.000-726.000	50LB FAST CONCRETE MIX	GELZER HJ & SON INC	50LB FAST CONCRETE MIX	12.99	105844
203-480.000-801.000	WORK DONE AT OAK AND WILLOW ST	TORCHERS PLUMBING, LLC	WORK DONE AT OAK AND WILLOW ST STORM DRAIN	480.00	105895
Total For Dept 480.000 DRAINAGE				658.13	
Dept 490.000 TRAFFIC					
203-490.000-726.000	50LB FAST CONCRETE MIX	GELZER HJ & SON INC	50LB FAST CONCRETE MIX	25.98	105844
Total For Dept 490.000 TRAFFIC				25.98	
Total For Fund 203 LOCAL ST. FUND				6,225.83	
Fund 204 MUNICIPAL STREET FUND					
Dept 900.000 CAPITAL OUTLAY					
204-900.000-801.070	PREPARE/FILE FYE 2022 ANNUAL DISCLOSURE	FINANCIAL ADVISORS LLC	PREPARE/FILE FYE 2022 ANNUAL DISCLOSURE FOR BOND	1,200.00	105875
Total For Dept 900.000 CAPITAL OUTLAY				1,200.00	
Total For Fund 204 MUNICIPAL STREET FUND				1,200.00	
Fund 208 RECREATION FUND					
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-715.000	DENTAL & VISION - RECREATION	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 00700345	55.95	503
208-751.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINISTRATION	HEALTH INSURANCE - MARCH 2023	1,413.56	506
208-751.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	507
208-751.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	902.69	505
208-751.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	28.01	507
208-751.000-726.000	SUPPLIES	URBAN GRAFFITI	3-6 GRADE VOLLEYBALL UNIFORMS AND COACHES SHIRTS	1,748.25	105890
208-751.000-726.000	AIR PUMPS	CARD SERVICES CENTER	M. LOREN CREDIT CARD	5.96	504
Total For Dept 751.000 RECREATION DEPARTMENT				4,170.66	
Total For Fund 208 RECREATION FUND				4,170.66	
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-715.000	DENTAL & VISION - LIBRARY	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 00700345	27.98	503
271-790.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINISTRATION	HEALTH INSURANCE - MARCH 2023	628.26	506
271-790.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	507
271-790.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	19.00	507
271-790.000-726.000	12" MYLAR	DEMCO, INC	12" MYLAR	93.74	105834
271-790.000-726.000	RECEIPT PAPER & PRINTER PAPER	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	121.52	504
271-790.000-734.000	STAMPS	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	60.00	504
271-790.000-750.000	WALL STREET JOURNAL SUBSCRIPTION	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	29.99	504
271-790.000-802.000	TREND MICRO SUBSCRIPTION (MONTHLY)	SONEB SYSTEMS, LLC	TREND MICRO SUBSCRIPTION (MONTHLY) FEB	26.22	105881
271-790.000-850.000	ETHERFAX MONTHLY BILL 2-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 2-1-2023	56.00	105825
271-790.000-930.000	REPAIRS & MAINTENANCE	LONSBERY, JEFFREY	STORM DAMAGE CLEAN UP	300.00	105832
271-790.000-930.000	TARP FOR LIBRARY ROOF	GELZER HJ & SON INC	WINTER BAR/CHAIN OIL AND MED DUTY TARP FOR LIBRARY	18.99	105844
271-790.000-982.000	BOOKS - ADULT	INGRAM INDUSTRIES INC.	BOOKS - ADULT	50.88	105852
271-790.000-982.000	BOOKS - ADULT	INGRAM INDUSTRIES INC.	BOOKS - ADULT	47.84	105852
Total For Dept 790.000 LIBRARY				1,496.66	
Dept 792.000 LIBRARY - CHILDREN'S AREA					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 271 LIBRARY FUND					
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-726.000	CHILDREN'S PROGRAMMING SNACKS	HEIDI PRUITT	CHILDREN'S PROGRAMMING SNACKS	10.47	105847
271-792.000-726.000	CHILDREN'S SUPPLIES	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	56.99	504
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN	42.66	105852
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN	4.39	105852
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				114.51	
Total For Fund 271 LIBRARY FUND				1,611.17	
Fund 287 ARPA GRANT FUND					
Dept 447.000 ENGINEERING SERVICES					
287-447.000-801.000	WILLOW/OAK STORM DESIGN	TETRA TECH, INC	WILLOW/OAK STORM WATER DESIGN	7,290.00	105885
Total For Dept 447.000 ENGINEERING SERVICES				7,290.00	
Total For Fund 287 ARPA GRANT FUND				7,290.00	
Fund 401 CAPITAL IMPROVEMENT FUND					
Dept 444.000 SIDEWALKS					
401-444.000-801.000	R/R SIDEWALK AT SHARP AND MANNING	DRY MAR TRUCKING & DIRTWORKS	R/R SIDEWALK AT SHARP AND MANNING	2,445.00	105837
Total For Dept 444.000 SIDEWALKS				2,445.00	
Total For Fund 401 CAPITAL IMPROVEMENT FUND				2,445.00	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	PREFORMS - 3/8" GUY	POWERLINE SUPPLY	INVENTORY	95.90	105876
582-000.000-202.100	4ENBK1	BAKER, CHRISTINA E	UB refund for account: 026180	82.00	105822
582-000.000-202.100	4ENBK1	BURTON, DINIWE & PETER	UB refund for account: 030361	104.86	105827
582-000.000-202.100	4CCH	HAPPY, NATHAN C	UB refund for account: 018191	447.81	105845
582-000.000-202.100	4CCH	JONES, CHRISTOPHER L	UB refund for account: 012753	281.34	105854
582-000.000-202.100	4CCH	MACEY, KIMBERLY S	UB refund for account: 024394	77.54	105859
582-000.000-202.100	4CCH	SCHALL, ROBERT E	UB refund for account: 011717	98.00	105880
582-000.000-202.100	4CCH	WILLIAMS, SUE L	UB refund for account: 304449	130.26	105893
Total For Dept 000.000				1,317.71	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 00700345	87.33	503
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 00700345	445.03	503
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 00700345	485.25	503
582-175.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINISTRATION	HEALTH INSURANCE - MARCH 2023	19,252.77	506
582-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	(17.84)	507
582-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	243.60	507
582-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	17,528.73	505
582-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	(29.99)	507
582-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	390.68	507
582-175.000-726.000	PENS	AMAZON CAPITAL SERVICES, INC	PENS	9.50	105818
582-175.000-726.000	PAPER PLATES	AMAZON CAPITAL SERVICES, INC	PAPER PLATES	11.05	105818
582-175.000-726.000	PAPER PLATES	AMAZON CAPITAL SERVICES, INC	PAPER PLATES	24.60	105818
582-175.000-726.000	SUPPLIES	ARROW SWIFT PRINTING	4 CASES OF BLANK PAPER	101.01	105820
582-175.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	COPIER/SUPPLIES	96.96	105833
582-175.000-726.000	SUPPLIES	KSS ENTERPRISES	TOILET PAPER/MULTIFOLD TOWEL/HAND SOAP/NAT ORG GAL	130.97	105856
582-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER	16.50	105878
582-175.000-726.000	SAFETY MANUAL 17TH EDITION	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	335.33	504
582-175.000-801.000	CONTRACTUAL SERVICES	BATTERY SOLUTIONS. LLC	TRANSP/DRUM HANDLING/DRY CELL BATTERY RECYCLING	740.28	105824



GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-801.000	CONTRACTUAL SERVICES	CURRENT OFFICE SOLUTIONS	COPIER/SUPPLIES	133.97	105833
582-175.000-801.000	ACCOUNTING SERVICES - JAN 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - JAN 2023	2,266.82	105886
582-175.000-802.000	12V JUMP PACK	AMAZON CAPITAL SERVICES, INC	12V JUMP PACK	134.99	105818
582-175.000-802.000	12V BATTERIES FOR RECLOSERS	AMAZON CAPITAL SERVICES, INC	12V BATTERIES FOR RECLOSERS	313.52	105818
582-175.000-802.000	SONIT NET ADMIN FEB 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN FEB 2023	855.30	105881
582-175.000-802.000	TREND MICRO SUBSCRIPTION (MONTHLY) FEB	SONIT SYSTEMS, LLC	TREND MICRO SUBSCRIPTION (MONTHLY) FEB	59.02	105881
582-175.000-802.000	MILSOFT DISSPATCH LICENSE AND UNPLUGGED	MILSOFT	MILSOFT DISSPATCH LICENSE AND UNPLUGGED 3-23	350.00	105891
582-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUBSCRIPTION	MILSOFT	IVR POOLED MONTHLY OUTAGE SUBSCRIPTION	252.52	105891
582-175.000-850.000	ETHERFAX MONTHLY BILL 2-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 2-1-2023	28.00	105825
582-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE	325.20	497
582-175.000-956.000	2023 NAT'L ELECTRICAL SAFETY CODE COURSE	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	575.00	504
582-175.000-956.200	FOOD RETIREMENT PARTY	MARKET HOUSE	FOOD RETIREMENT PARTY	28.48	105860
582-175.000-956.200	MSCPA LUNCH	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	42.98	504
Total For Dept 175.000 ADMINISTRATIVE SERVICES				45,217.56	
Dept 543.000 PRODUCTION					
582-543.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	12.00	105846
582-543.000-740.300	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS XX	17.86	500
582-543.000-740.400	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS XX	17.85	500
582-543.000-801.000	ANNUAL INSPECTION CRANE	STAR CRANE & HOIST, INC	CRANE INSPECTION	650.00	105884
582-543.000-920.400	504504154 - 201 WATERWORKS - PP	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS	3,696.47	498
582-543.000-930.050	AIR START ASSEMBLY	WHEELER WORLD INC	INVENTORY	1,450.03	105892
Total For Dept 543.000 PRODUCTION				5,844.21	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	SUPPLIES - OPERATIONS	AMAZON CAPITAL SERVICES, INC	ILLMAN FASTENERS FENCE STAPLE 12LB/1.25 X 9"	41.78	105818
582-544.000-726.800	SUPPLIES - OPERATIONS	AMAZON CAPITAL SERVICES, INC	CELZLS C7 PUR WHITE FACETED LED BULBS - BOX OF 25 PUR	2,272.00	105818
582-544.000-726.800	SUPPLIES - OPERATIONS VEH./	GELZER HJ & SON INC	2 PK TAPE REFILL	25.18	105844
582-544.000-730.000	EQUIP. MAINT. SUPPLIES BOLT	FAMILY FARM & HOME	GAS CAN/14 OZ NONCHLOR BRAKLEEN	20.98	105842
582-544.000-730.000	CUTTER 24" OAL	POWERLINE SUPPLY	TOOLS	296.00	105876
582-544.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	SPRATT'S	POLE SAW CHAIN FOR ZEELAND	19.99	105882
582-544.000-801.000	CONTRACTUAL SERVICES	SSEO, INC.	SOLAR PROJECT ENGINEERING STUDY	695.00	105883
582-544.000-801.300	TREE TRIMMING	WRIGHT TREE SERVICE, INC.	TREE TRIMMING	3,607.00	105894
582-544.000-801.300	TREE TRIMMING	WRIGHT TREE SERVICE, INC.	TREE TRIMMING	4,328.40	105894
582-544.000-930.000	REPAIRS & MAINTENANCE	HILLSDALE CO ROAD COMMISSION	PERMIT	50.00	105848
582-544.000-930.000	REPAIRS & MAINTENANCE	HILLSDALE COLLEGE	ROOMS FOR LINEMAN DURING ICE STORM	8,065.00	105849
582-544.000-930.000	REPAIRS & MAINTENANCE	MARKET HOUSE	ICE STORM DRINKS	156.35	105860
582-544.000-930.000	REPAIRS & MAINTENANCE	POWERLINE SUPPLY	SPLICE AUTO CU. .16-.17 6SOL 3#12	574.00	105876
Total For Dept 544.000 DISTRIBUTION				18,082.01	
Total For Fund 582 ELECTRIC FUND				70,461.49	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-715.000	DENTAL & VISION - DART	BLUE CROSS & BLUE SHIELD OF MICHIGAN	DENTAL & VISION INSURANCE GROUP 00700345	139.88	503
588-596.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINISTRATION	HEALTH INSURANCE - MARCH 2023	3,455.38	506
588-596.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	64.96	507
588-596.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	64.56	507
588-596.000-726.000	POSTAGE FOR LAC PACKETS	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	21.25	504
588-596.000-730.000	WEATHERSTRIP ADH	PERFORMANCE AUTOMOTIVE	WEATHERSTRIP ADH	13.15	105874
588-596.000-801.000	UNIT 61 DART REPLACE ALL 4 TIRES	NORM'S TIRE & SERVICE	UNIT 61 DART REPLACE ALL 4 TIRES	1,500.96	105872
588-596.000-801.000	MATS - DIAL-A-RIDE	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	22.21	105887
588-596.000-818.000	LIABILITY TRUST FUND - 2ND QUARTER	MICH TRANSIT POOL	LIABILITY TRUST FUND INSURANCE - 2ND QUARTER	2,048.00	105866

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-920.000	507035798 - 981 DEVELOPMENT DR - <del>DART</del> NATURAL GAS UTILITIES	DART	NATURAL GAS UTILITY - 981 DEVELOPMENT DR	383.81	501
588-596.000-955.588	DART TESTING DOT COLLECTION AND <del>HILLSDALE</del> HILLSDALE HOSPITAL	HILLSDALE HOSPITAL	DART TESTING FOR CHERYL COX AND STEVEN LADD	165.00	105850
Total For Dept 596.000 DIAL-A-RIDE				7,879.16	
Total For Fund 588 DIAL A RIDE				7,879.16	
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-158.000-215006	CDBG LIFT STATION - SOIL BORINGS MATERIALS TESTING CONSULTANDBG SANITARY LIFT STATION SOIL BORING	NDBG		4,800.00	105861
590-000.000-250.000	BONDS PAYABLE - CURRENT	U.S. BANK BOND CONTROL	SEWER BOND PAYMENTS	370,000.00	508
Total For Dept 000.000				374,800.00	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD O	DENTAL & VISION INSURANCE GROUP 00700345	43.68	503
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD O	DENTAL & VISION INSURANCE GROUP 00700345	339.67	503
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD O	DENTAL & VISION INSURANCE GROUP 00700345	25.17	503
590-175.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINIS	HEALTH INSURANCE - MARCH 2023	8,077.72	506
590-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	(15.45)	507
590-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	125.07	507
590-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	4,357.57	505
590-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	(11.04)	507
590-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	164.01	507
590-175.000-726.000	SUPPLIES	AMAZON CAPITAL SERVICES, INC	INCREASING RECHARGEABLE ALM FLASHLIGHT/CHAIR MAT/WOOD	59.99	105808
590-175.000-726.000	PENS	AMAZON CAPITAL SERVICES, INC	PENS	4.74	105818
590-175.000-726.000	PAPER PLATES	AMAZON CAPITAL SERVICES, INC	PAPER PLATES	5.52	105818
590-175.000-726.000	PAPER PLATES	AMAZON CAPITAL SERVICES, INC	PAPER PLATES	12.29	105818
590-175.000-726.000	SUPPLIES	ARROW SWIFT PRINTING	4 CASES OF BLANK PAPER	101.02	105820
590-175.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	COPIER/SUPPLIES	48.48	105833
590-175.000-726.000	SUPPLIES	KSS ENTERPRISES	TOILET PAPER/MULTIFOLD TOWEL/HAND SOAP/NAT ORG GAL	65.48	105856
590-175.000-726.000	SHIPPING CHARGES-RETURN AIR PUMP	MARKET HOUSE	SHIPPING CHARGES-RETURN AIR PUMP	17.59	105860
590-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER	8.25	105878
590-175.000-726.000	SAFETY MANUAL 17TH EDITION	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	167.66	504
590-175.000-801.000	CONTRACTUAL SERVICES	CURRENT OFFICE SOLUTIONS	COPIER/SUPPLIES	66.99	105833
590-175.000-801.000	ACCOUNTING SERVICES - JAN 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - JAN 2023	1,133.40	105886
590-175.000-802.000	SONIT NET ADMIN FEB 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN FEB 2023	427.66	105881
590-175.000-802.000	TREND MICRO SUBSCRIPTION (MONTHLY) FEB	SONIT SYSTEMS, LLC	TREND MICRO SUBSCRIPTION (MONTHLY) FEB	29.50	105881
590-175.000-802.000	MILSOFT DISSPATCH LICENSE AND UNPLUGGED	MILSOFT	MILSOFT DISSPATCH LICENSE AND UNPLUGGED 3-23	175.00	105891
590-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUBSCRIPTION	MILSOFT	IVR POOLED MONTHLY OUTAGE SUBSCRIPTION	126.25	105891
590-175.000-850.000	ETHERFAX MONTHLY BILL 2-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 2-1-2023	14.00	105825
590-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE	162.59	497
590-175.000-956.200	FOOD RETIREMENT PARTY	MARKET HOUSE	FOOD RETIREMENT PARTY	14.24	105860
590-175.000-993.000	DEBT SERVICE INTEREST	U.S. BANK BOND CONTROL	SEWER BOND PAYMENTS	82,750.00	508
Total For Dept 175.000 ADMINISTRATIVE SERVICES				98,597.05	
Dept 547.000 TREATMENT					
590-547.000-726.900	SUPPLIES - LABORATORY	RUPERT'S CULLIGAN	WATER	27.00	105878
590-547.000-727.800	SUPPLIES - MISC. CHEMICALS	FAMILY FARM & HOME	GAL MURIATIC ACID	11.99	105842
590-547.000-801.000	CONTRACTUAL SERVICES	MERIT LABORATORIES	MONTHLY SAMPLES	360.00	105863
590-547.000-801.000	CONTRACTUAL SERVICES	MERIT LABORATORIES	SAMPLES	2,115.00	105863
590-547.000-930.000	REPAIRS & MAINTENANCE	FAMILY FARM & HOME	GAL MURIATIC ACID MYSTIK GREASE LITH HI-TEMP 14OZ	22.97	105842
590-547.000-930.000	REPAIRS & MAINTENANCE	GELZER HJ & SON INC	9' TORPEDO LEVEL/PVC-DWV ADAPTER/DWV BUSHING/BUSHING	22.46	105844
590-547.000-930.000	REPAIRS & MAINTENANCE	GELZER HJ & SON INC	PVC SPXFIP BUSHING	3.99	105844
590-547.000-930.000	REPAIRS & MAINTENANCE	GELZER HJ & SON INC	5LB ROCKITE CEMENT	9.79	105844

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 03/02/2023 - 03/02/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 547.000 TREATMENT					
590-547.000-930.000	REPAIRS & MAINTENANCE	GELZER HJ & SON INC	BLUE MASKING TAPE	7.99	105844
590-547.000-930.000	REPAIRS & MAINTENANCE	MCMASTER - CARR	BLACK-OXIDE STEEL OVERSIZED WASHER FOR 1" SCREW	30.65	105862
590-547.000-930.000	REPAIRS & MAINTENANCE	MICHIGAN PIPE & VALVE	DISCFUSER ASSY W3T20431	672.90	105867
590-547.000-930.000	REPAIRS & MAINTENANCE	REPUBLIC SERVICES OF KALAMAZOO	WASTE CONTAINER - WWTP	387.71	105877
590-547.000-930.000	REPAIRS & MAINTENANCE	REPUBLIC SERVICES OF KALAMAZOO	WASTE CONTAINER 10 CU YD WWTP	1,498.65	105877
Total For Dept 547.000 TREATMENT				5,171.10	
Total For Fund 590 SEWER FUND				478,568.15	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-158.000-215006	CDBG SANITARY LIFT STATION DESIGN	TETRA TECH, INC	CDBG SANITARY LIFT STATION DESIGN	18,350.00	105885
Total For Dept 000.000				18,350.00	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 00700345	43.68	503
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 00700345	217.24	503
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 00700345	58.77	503
591-175.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINISTRATION	HEALTH INSURANCE - MARCH 2023	7,876.64	506
591-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	(2.45)	507
591-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	118.53	507
591-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	4,215.36	505
591-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	3.18	507
591-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	161.07	507
591-175.000-726.000	PENS	AMAZON CAPITAL SERVICES, INC	PENS	4.74	105818
591-175.000-726.000	PAPER PLATES	AMAZON CAPITAL SERVICES, INC	PAPER PLATES	5.52	105818
591-175.000-726.000	PAPER PLATES	AMAZON CAPITAL SERVICES, INC	PAPER PLATES	12.29	105818
591-175.000-726.000	SUPPLIES	ARROW SWIFT PRINTING	4 CASES OF BLANK PAPER	101.02	105820
591-175.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	COPIER/SUPPLIES	48.48	105833
591-175.000-726.000	SUPPLIES	KSS ENTERPRISES	TOILET PAPER/MULTIFOLD TOWEL/HAND SOAP/NAT ORG GAL	65.49	105856
591-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER	8.25	105878
591-175.000-726.000	SAFETY MANUAL 17TH EDITION	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	167.66	504
591-175.000-801.000	CONTRACTUAL SERVICES	CURRENT OFFICE SOLUTIONS	COPIER/SUPPLIES	66.99	105833
591-175.000-801.000	CONTRACTUAL SERVICES	MICH DEPT OF ENVIRONMENTAL	SAMPLES	350.00	105865
591-175.000-801.000	ACCOUNTING SERVICES - JAN 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - JAN 2023	1,133.40	105886
591-175.000-802.000	SONIT NET ADMIN FEB 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN FEB 2023	427.66	105881
591-175.000-802.000	TREND MICRO SUBSCRIPTION (MONTHLY) FEB	SONIT SYSTEMS, LLC	TREND MICRO SUBSCRIPTION (MONTHLY) FEB	29.50	105881
591-175.000-802.000	MILSOFT DISSPATCH LICENSE AND UNPLUGGED	MILSOFT	MILSOFT DISSPATCH LICENSE AND UNPLUGGED 3-23	175.00	105891
591-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUBSCRIPTION	MILSOFT	IVR POOLED MONTHLY OUTAGE SUBSCRIPTION	126.25	105891
591-175.000-850.000	ETHERFAX MONTHLY BILL 2-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 2-1-2023	14.00	105825
591-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE	162.59	497
591-175.000-956.000	HOTEL FOR MICH RURAL WATER CONFERENCE	REARDE SERVICES CENTER	J. GIER CREDIT CARD	129.00	504
591-175.000-956.200	FOOD RETIREMENT PARTY	MARKET HOUSE	FOOD RETIREMENT PARTY		105860
Total For Dept 175.000 ADMINISTRATIVE SERVICES				15,734.10	
Dept 544.000 DISTRIBUTION					
591-544.000-801.000	CONTRACTUAL SERVICES	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM INSPECTION & REPAIR	0.00	105851
591-544.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND BRASS, INC	1/2" CIPS FULL PORT VALVE	7.02	105819
591-544.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND BRASS, INC	1/2" CIPS PIPE REPAIR COUP	7.10	105819
Total For Dept 544.000 DISTRIBUTION				1,414.12	
Dept 545.000 PURIFICATION					
591-545.000-727.200	SUPPLIES - SODIUM HYPOCHLORITE	ENVIRONMENTAL MANAGEMENT & SERVICES	55 GAL DRUM 560#/EMD 90 YXL 33-55 GAL DRUM/EMD150.20	36	105841

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 545.000 PURIFICATION					
591-545.000-727.200	SUPPLIES - SODIUM HYPOCHLORITE	UNIVAR SOLUTIONS USA INC	SOD HYPO 12.5% LIQUICHL OR MNBULK NSF LIQ	4,259.98	105889
591-545.000-727.300	SUPPLIES - FLOURIDE	ENVIRONMENTAL MANAGEMENT & HBS	550 GAL DRUM 560#/EMD 90 YXL 33-55 GAL DRUM/EMD 298.00	36	105841
591-545.000-727.400	SUPPLIES - PHOSPHATE	ENVIRONMENTAL MANAGEMENT & HBS	550 GAL DRUM 560#/EMD 90 YXL 33-55 GAL DRUM/EMD 394.80	36	105841
591-545.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND BRASS, 2L	MCP ADPT PVC SCH80/2X1 SPIGXFIP BUSHING	23.71	105819
591-545.000-930.000	REPAIRS & MAINTENANCE	FAMILY FARM & HOME	BLEACH/MURIATIC ACID, WASHERS, NUTS	27.65	105842
Total For Dept 545.000 PURIFICATION				12,162.14	
Total For Fund 591 WATER FUND				47,660.36	
Fund 633 PUBLIC SERVICES INV. FUND					
Dept 000.000					
633-000.000-101.000	PERMA- PATCH 60 LB BAGS (PATCHING MATERIAL)	MOHARTY MACHINERY & SUPPL	PERMA PATCH 60# BAGS	2,250.00	105869
633-000.000-101.000	COLD PATCH	UNIQUE PAVING MATERIALS CORP	COLD PATCH 25.9 TON	3,381.25	105888
Total For Dept 000.000				5,631.25	
Total For Fund 633 PUBLIC SERVICES INV. FUND				5,631.25	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-715.000	DENTAL & VISION - RMEF	BLUE CROSS & BLUE SHIELD O	DENTAL & VISION INSURANCE GROUP 00700345	27.98	503
640-443.000-715.000	DENTAL & VISION - RMEF	BLUE CROSS & BLUE SHIELD O	DENTAL & VISION INSURANCE GROUP 00700345	333.98	503
640-443.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINIS	HEALTH INSURANCE - MARCH 2023	628.26	506
640-443.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	507
640-443.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	2,490.77	505
640-443.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	19.70	507
640-443.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	PERFORMANCE AUTOMOTIVE	FORM A GASKET	6.29	105874
640-443.000-730.000	REAR AXLE SET 80W90 GEAR OIL	PERFORMANCE AUTOMOTIVE	REAR AXLE SET 80W90 GEAR OIL	20.37	105874
640-443.000-740.000	80W90 GEAR OIL #10	PERFORMANCE AUTOMOTIVE	80W90 GEAR OIL #10	13.78	105874
640-443.000-801.000	CONTRACTUAL SERVICES	AIS CONSTRUCTION EQUIPMENT	CAT IT14G REPAIRS	4,830.00	105817
640-443.000-801.000	ALIGN BALL JOINTS AND MISC CHARGES	BARNEY'S CAR CARE, LLC	ALIGN BALL JOINTS AND MISC CHARGES	800.06	105873
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	11.39	105887
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	11.39	105887
640-443.000-920.000	505153845 - 149 WATERWORKS - RME	MICH GAS UTILITIES	NATURAL GAS UTILITY - 149 WATERWORKS	1,137.75	499
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				10,347.96	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				10,347.96	
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Dept 336.000 FIRE DEPARTMENT					
663-336.000-970.000	(1) STORZ SWIVEL ROCKER LUG PRV & BLEEDER	ENGINE FIRE COMPANY	STORZ SWIVELXSWIVEL ROCKER LUG PRV & BLEEDER	1,556.00	105835
Total For Dept 336.000 FIRE DEPARTMENT				1,556.00	
Total For Fund 663 FIRE VEHICLE & EQUIPMENT FUND				1,556.00	
Fund 699 DPS LEAVE AND BENEFITS FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
699-441.000-715.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD O	DENTAL & VISION INSURANCE GROUP 00700345	27.98	503
699-441.000-715.000	HEALTH INSURANCE - MARCH 2023	PLANSOURCE BENEFITS ADMINIS	HEALTH INSURANCE - MARCH 2023	4,931.76	506
699-441.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	48.72	507
699-441.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	393.78	505
699-441.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	56.75	507
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				5,458.99	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 03/02/2023 - 03/02/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 699 DPS LEAVE AND BENEFITS FUND					
Total For Fund 699 DPS LEAVE AND BENEFITS FUND				<u>5,458.99</u>	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 GENERAL FUND	119,610.26
Fund 153 R. L. OWEN MEMORIAL FUND	5,023.76
Fund 202 MAJOR ST./TRUNKLINE FUND	9,650.07
Fund 203 LOCAL ST. FUND	6,225.83
Fund 204 MUNICIPAL STREET FUND	1,200.00
Fund 208 RECREATION FUND	4,170.66
Fund 271 LIBRARY FUND	1,611.17
Fund 287 ARPA GRANT FUND	7,290.00
Fund 401 CAPITAL IMPROVEMENT FUND	2,445.00
Fund 582 ELECTRIC FUND	70,461.49
Fund 588 DIAL A RIDE	7,879.16
Fund 590 SEWER FUND	478,568.15
Fund 591 WATER FUND	47,660.36
Fund 633 PUBLIC SERVICES INV. FUND	5,631.25
Fund 640 REVOLVING MOBILE EQUIP. FUND	47.96
Fund 663 FIRE VEHICLE & EQUIPMENT FUND	56.00
Fund 699 DPS LEAVE AND BENEFITS FUND	458.99

Total For All Funds:	784,790.11
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## **CITY COUNCIL MINUTES**

City of Hillsdale

March 6, 2023

7:00 P.M.

Regular Meeting

### **Call to Order and Pledge of Allegiance**

Mayor Pro Tem Morrissey opened the meeting with the Pledge of Allegiance.

### **Roll Call**

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

Council Members present:

Greg Stuchell, Ward 1  
Anthony Vear, Ward 1  
William Morrissey, Ward 2  
Bruce Sharp, Ward 3  
Gary Wolfram, Ward 3  
Robert Socha, Ward 4  
Josh Paladino, Ward 4

Council Members absent:

Adam Stockford, Mayor  
Cynthia Pratt, Ward 2

Also Present: Attorney Tom Thompson, Katy Price (City Clerk), Scott Hephner (HPD/HFD), Jake Hammel (BPU Electric), Alan Beeker (Planning Administrator), Jason Blake (DPS Director), Jessica Spangler (Library Director), Penny Swan, Doug Ingles, Brianna Crall, Jeremiah Regan, Melissa DesJardin, Elizabeth Schlueter, Catherine Timmis, Marie-Louise LaRue, Daniel LaRue, George Allen, Katy Caspar, Stephanie Myers, Lindy Jordan, Veronica Brooks, Ginger Novak, Kent Heise, Linda Fogarty, Edwin Fogarty, Elizabeth Webb, Caleb Spangler, Deb McClure, Jim Bowen, Jean Heise, Rev. Cathy Shively, Ginger Moore, Eric Moore, Nicole Hoffman, Barry Hill, Karen Hill, Tara Scott, Kevin Conant, Jeff Cooley and Carson Cooley.

### **Approval of Agenda**

City Manager Mackie requested New Business Item C. Support of Lewis Emery Park Grant Submission for County Resolution be added along with Councilman Paladino's request for Introduction of Ordinance(s) item A. Amendment to Ordinance 2.48.020 in Chapter 2, Article IV, Division 7 Sec. 2-262. Proposal to strikeout: provided further, that one such member of the board of education of the Hillsdale community school.

Motion by Council Member Vear, seconded by Council Member Socha to add both amendments to the agenda.

By a voice vote, the motion passed unanimously.

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

By a voice vote, the motion passed unanimously.

Council Member Paladino reviewed his proposed library board ordinance amendment.

### **Public Comment**

Karen Hill, Library board acting president, commented in favor of the appointment of Dan LaRue. She gave brief overview of Mr. LaRue and the library board.

Penny Swan, Ward 4, shared displeasure of proposed ordinance amendment presented at the meeting. She is in favor of Mr. LaRue to the library board and thanked all the city workers for their hard work following the storm damage.

Jean Heise, 157 Budlong St., commented on library board appointment and questionable material potentially found in the library.

Elizabeth Schlueter, library patron, expressed opposition of Mr. LaRue to the library board and mentioned his potential online posting and decisive content on controversial issues.

Daniel LaRue, introduced himself to council, gave a brief background and stated he is currently appointed to the school board and the City's Zoning Board of Appeal and looks forward to potentially serving on the library board.

Liz Webb, library patron, is in support of Dan LaRue to the library board and expressed her displeasure of the attacks on him. She is strongly opposed to the ordinance amendment brought to council to remove a member of the Hillsdale community schools to the board.

Barry Hill, Ward 4, commented on the library appointment. Hill stated he served on many of the City boards and knows the issue of finding qualified people to serve on boards. Mr. LaRue is already a board member on the ZBA and doesn't understand why he is of question now as he has done a good job on the board. Hill shared his disapproval about the proposed ordinance amendment.

Edwin Fogarty, Ward 4, commented on the library board. He is in favor of Mr. LaRue to be appointed. He mentions that he is upset with the accusations about Mr. LaRue.

Jim Bowen, Ward 2, gave background on serving on the school board along with library board. Bowen mentioned there is a process already in place for objectionable material if found and to his knowledge there hasn't been anyone requests in the past 10 years. He is in favor of Mr. LaRue's appointment to the library and shared his discontentment about the proposed ordinance amendment.

Jeff Cooley, Ward 3, commented on library board appointment, and is in favor of Dan LaRue being appointed he urged council not to act on the proposed ordinance amendment.

Lindy Jordan, commented on library material and content at the library.

Brianna Crall, Ward 4, pleased to see library appointment on the agenda. But is disappointed about the controversy that is brought to council on this item. She mentioned Mr. LaRue is a great man and would be an asset on the library board.

Stephanie Myers, Ward 1, library board member, stated she also faced the same assumptions and opinions as Mr. LaRue prior to being appointed and is favor of him being appointed.

Jessica Franklin, Ward 3, mentioned Mayor Stockford's quote, "Hillsdale doesn't have to be like the rest of the country and be at each other's throats." Franklin spoke about Mr. LaRue's online posting.

Tara Scott, Ward 4, is in favor of Mr. LaRue's appointment for the library board.

Ginger Novack, is not in favor of Mr. LaRue to be appointed to the library board as he did not return a few responses from her when she reached out.

Lauryn Spencer, Ward 4, spoke in support of Dan LaRue for the library board appointment, she reported he is professional, polite and understanding in her dealings with him.

Melissa DesJardin, Ward 3, commented that she monitors her children and is not worried about what they look at in the library. Parents should monitor their children.

George Allen, Ward 4, commented that he hoped the vote of the library board appointment is not based off Mr. LaRue's character but off of primary considered of policy.



**Consent Agenda**

- A. Approval of Bills
  - 1. City and BPU Claims of February 16, 2023: \$1,399,306.77
  - 2. Payroll of February 16, 2023: \$176,603.49
- B. City Council Minutes of February 20, 2023
- C. Finance Committee Meeting Minutes of February 20, 2023
- D. Pub and Grub Street Closure and Noise Variance Request
- E. HBA Open Air Market Use of Parking Lot Agreement

Motion by Council Member Socha, seconded by Council Member Sharp to approve the consent agenda as presented.

Roll call:

Council Member Paladino	Aye
Council Member Sharp	Aye
Council Member Socha	Aye
Council Member Stuchell	Aye
Council Member Vear	Aye
Council Member Wolfram	Aye
Mayor Pro Tem Morrissey	Aye

Motion passed 7-0

**Communications/Petitions**

- A. Hillsdale Municipal Airport Awarded \$2.5 Million FFA Grant
- B. Project Connect Event
- C. BPU Ice Storm Outage Restoration
- D. Comcast letter

Airport Manager Moore gave a brief overview of the \$2.5 Million in FFA Grant.

Melissa DesJardin from Hillsdale Community Thrift and Rev. Catherine Shively from King’s Kupboard reviewed the Project Connect event which includes 30 agencies.

Jake Hammel BPU Electric Director reported on the ice storm outage and restoration and thanked the crew and all the mutual aide crews that came to assistance this City.

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

- A. Proposed Ordinance Amendment Ordinance 2.48.020 in Chapter 2, Article IV, Division 7 Sec. 2-262

Councilman Paladino proposed to amend the ordinance as follows: “The library board shall consist of five directors appointed by the mayor with the approval the city council, the directors to be chosen from the citizens of the city at large with reference to their fitness for office; provided, however, that not more than one member of the city council shall be a member of the library board at any one time.; ~~provided further, that one such member shall be a member of the board of education of the Hillsdale community schools.”~~

The amended ordinance would read: “The library board shall consist of five directors appointed by the mayor with the approval the city council, the directors to be chosen from the citizens of the city at large with reference to their fitness for office; provided, however, that not more than one member

of the city council shall be a member of the library board at any one time.

Council discussion ensued about the proposed amendment to the library board.

Motion by Council Member Sharp, seconded by Council Member Socha to send the proposed ordinance amendment to the Operation & Governance Committee for review.

By a voice vote, the motion passed unanimously.

### **Old Business**

#### A. Westwood Project Update

City Manager Mackie reported that the project was put out to bid in late January for a February 28<sup>th</sup> bid opening with construction starting this spring. The City received no bids for the project under the original specifications. The update details the City's plans to rebid the project with modifications, which should attract bids from capable general contractors.

No action taken.

### **New Business**

#### A. Set Public Hearing for CRE Application : 3980 Property LLC

The Clerk's Office is in receipt of an "Application for Commercial Rehabilitation Exemption Certificate" for property located at 3980 West Carleton Road, Hillsdale, Michigan, owned by 3980 Property LLC. The application is for tax abatement on the rehabilitation of the property. The project has an estimated cost of \$805,000 to rehab the building to lease for commercial space.

Motion by Council Member Wolfram, seconded by Council Member Socha to set public hearing for April 3, 2023 at 7:00 p.m.

By a voice vote, the motion passed unanimously.

#### B. Amend Capital Improvement Plan (Resolution)

Alan Beeker, Planning Administrator reported as part of Michigan Public Act 33 of 2008, the City is required to have a Capital Improvement Plan (CIP) that is updated annually. In addition to the City Master Plan, the CIP is a coordinated spending plan that helps the City implement the adopted Master Plan along with other long-range physical goals. After meeting with City Department Heads and consolidating information. The plan must be reviewed by the City Planning Commission and the public must have an opportunity to review the plan at a public hearing.

The City Planning Commission held a public hearing during their regular meeting on February 15, 2023. Following the public hearing, the Commission moved to send the 2023 Capital Improvement Plan to City Council with a recommendation to adopt.

Council Member Socha inquired about the IT department expenditures.

Motion by Council Member Socha, seconded by Council Member Sharp to approve the Capital Improvement Plan as presented with further information on the IT expenditures. **Resolution 3542.**

By a voice vote, the motion passed unanimously.

#### C. Support of Lewis Emery Park Grant Submission for County (Resolution)

Motion by Council Member Wolfram, seconded by Council Member Vear to approve the Resolution to support the Lewis Emery Park Grant Submission for the County. **Resolution# 3543**

By a voice vote, the motion passed unanimously.

**Miscellaneous Reports**

- A. Proclamation – None
- B. Appointments- Airport Advisory Committee – Matt Cheely, Planning Commission- Roma Rogers, Library Board- Daniel LaRue.

Motion by Council Member Sharp, seconded by Council Member Socha to approve Matt Cheely to the Airport Advisory Committee.

By a voice vote, the motion passed unanimously.

Motion by Council Member Sharp, seconded by Council Member Socha to approve Roma Rogers to the Planning Commission.

By a voice vote, the motion passed unanimously.

Council discussion ensued on Daniel LaRue to the library board and the oversight of boards and commissions.

Motion by Council Member Sharp, seconded by Council Member Vear to approve Daniel LaRue to the Library Board.

Roll call:

Council Member Vear	Aye
Council Member Wolfram	Nay
Mayor Pro Tem Morrissey	Nay
Council Member Paladino	Nay
Council Member Sharp	Aye
Council Member Socha	Aye
Council Member Stuchell	Nay

Motion Failed 3-4

- C. Other- None

**General Public Comment**

Karen Hill, commented on the failed appointment for the library board. Stated that the library board has had a vacancy on the board since January. The library is a community library and not a private library and offers books that the community would like.

Daniel LaRue, stated he was disappointed about the decision of his library board appointment but thanked council for their time and consideration.

Barry Hill, shared his displeasure with council with the library board appointment decision. The community decides what books they want to read as they request them. He mentioned the City has bigger fish to fry than taking a board appointment and making it a big political deal out of the children’s section. Hill stated it’s embarrassing, he’s been proud of the City for a long time but this decision was ridiculous.

Edwin Fogarty, stated it is fear that seems to be the biggest motivation for the proposed library board appointment. Fogarty read from his notes “Banning books gives us silence when we need speech, it closes our ears when we need to listen, it makes us blind when we need sight, and what I see tonight is blindness”.

Tara Scott, commented that she was very disappointed about the library appointment that failed.

Rev. Catherine Shively, commented on her son and his husband and what they have negatively experienced over the years in Hillsdale. Hate, divisiveness and a holier than thou attitude. She stated she may not approve of the lifestyle but she approves of the fact that they are loved.

Penny Swan, commented on the library board and stated that it is unbelievable with what's going on with the library.

Nicole Hoffman, stated council overlooked the fact that a board functions on more than one person. They work together and vote on items as a whole. Public entities should have members with different ideas. Stated she was embarrassed with council's discussion on the library.

Lindy Jordan, thanked council for the good will shown by each of the people that made a good effort tonight and to continue to work towards the good.

Liz Webb, stated she spent her life handing children books it was her job she mentioned that nothing is wonderfully perfect about the classic books and their story lines, there is immorality, thievery in the church, murder in Shakespeare among other things. Webb thanked the three council members that voted for Mr. LaRue tonight.

George Allen commented that it is important to have board discussions and what does and does not belong in the library and it does matter what a person believes about these things. Allen believes council discharged their moral and ethical duties correctly.

**City Manager's Report**

None

**Council Comments**

Council member Socha commented on the decline of the country.

Council member Sharp apologized the Mr. LaRue for what he experienced tonight.

**Adjournment**

Motion by Council Member Vear, seconded by Council Member Socha moved to adjourn the meeting.

By a voice vote, the motion passed unanimously. The meeting adjourned at 9:48 p.m.

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Adam Stockford, Mayor

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Katy Price, City Clerk

**CITY OF HILLSDALE FINANCE COMMITTEE**

**Place: City Hall Second Floor Conference Room**

**Date: March 6, 2023**

**Time: 6:30 PM**

**PRESENT:**

**COMMITTEE: Will Morrissey, Bruce Sharp, Gary Wolfram**

**STAFF: Scott Hephner (Police and Fire Chief), Jason Blake (Director of Public Services), David Mackie (City Manager),**

**PUBLIC: None**

**BOARD OF PUBLIC UTILITIES AND CITY OF HILLSDALE ACCOUNTS PAYABLE**

**INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE**

**Questions asked on Invoice Distribution Report by Finance Committee:**

**Fund 101**

**Department 701 Boarding Up of 61 S. Howell**

**Fund 202**

**Department 470 Reimburse to remove three trees in transmission line**

**Fund 582**

**Department 175 Milsoft Dispatch alerts BPU to power outages when called**

**Department 175 K. Keasal Credit Card for educational material for American Public Power**

**Department 544 Wright Tree Service for removal of trees from electric lines**

**Fund 640**

**Department 443 AIS Construction for repair of DPS front end loader**

**Motioned by Morrissey and seconded by Wolfram to approve.**

**Motion passed 3-0.**

**Public Comment: None**

**Motioned by Morrissey and seconded by Wolfram to adjourn.**

**Motion passed 3-0.**

**ADJOURNMENT: 6:43 PM**

**Minutes prepared by Gary Wolfram**

**Hillsdale Board of Public Utilities  
Regular Meeting**

**February 14, 2023**

The regular Hillsdale Board of Public Utilities meeting was called to order at the BPU Offices, 45 Monroe Street, Hillsdale, Michigan, at 7:00 p.m. by Mr. Bob Batt, President of the Board.

Board Members Present:     Mr. Bob Batt—President  
                                  Mr. Pete Becker  
                                  Mr. Jeremiah Hodshire  
                                  Mr. Phil McDowell

Board Members Absent:     Ms. Lois Howard—Vice President

Others Present: David Mackie, City Manager & BPU Director; Jake Hammel, Director of Electric Distribution; Jeff Gier, Water/Wastewater Superintendent; Brandon Janes, Technical Services; Sam Fry, Marketing and Development Coordinator; Kelly LoPresto, BPU Office Manager

**APPROVAL OF AGENDA WITH ANY ADDITIONS**

Mr. Mackie asked the Board to add to the agenda **Action Item D. – BPU Director Areas of Review**. Mr. Becker, supported by Mr. Hodshire, moved to approve the agenda as presented, with the addition of **Action Item D – BPU Director Areas of Review**. Motion carried unanimously by voice vote.

**PUBLIC COMMENT ON AGENDA ITEMS**

None

**PREVIOUS BOARD MINUTES**

Mr. Becker, supported by Mr. McDowell, moved to approve and place on file the Regular Meeting Minutes of January 10, 2023, and the Special Meeting Minutes of February 1, 2023, as presented. Motion carried unanimously by voice vote.

**REVIEW OF UTILITY BILLS/FINANCIALS**

Mr. Hodshire, supported by Mr. Becker, moved to approve and pay the January 2023 bills in the amount of \$2,192,750.75. Motion carried unanimously by voice vote.

Mr. Mackie provided a brief overview of the December 2022 Finance Report.

Mr. McDowell, supported by Mr. Hodshire, moved to approve and place on file the December 2022 Finance Report. Motion carried unanimously by voice vote.

**ACTION ITEMS**

**A.     Power Plant Compressed Air Tank Certification and Inspection**

**BACKGROUND PROVIDED BY: Electric Superintendent Hammel**

The five air tanks range in size from 500-1,000+ gallons and are pressurized at 250 psi. The large volume and high pressure is required to start engines 5&6. Some of the tanks were installed in the 1950s, and we have no record that the tanks have been inspected or recertified since that time.

Due to the size of these tanks, testing has to be done on site. We were not able to acquire quotes from any other source in the area.

**RECOMMENDATION:**

Staff recommends sourcing Howell's Mechanical Service Inc. to tear down, inspect, hydrotest, and install new pressure relief valves at a cost of \$16,140.00.

Mr. Hodshire, supported by Mr. McDowell, moved to award the work to Howell's Mechanical Service Inc. to tear down, inspect, hydrotest, and install new pressure relief valves at a cost of \$16,140. Motion carried unanimously by voice vote.

**B. Engines 5&6 Crankcase Oil Heaters**

**BACKGROUND PROVIDED BY: Electric Superintendent Hammel**

The engine oil heaters are placed in line with external filtration units. The purpose of these heaters is to help maintain consistent, stable engine temperatures which greatly improves our ability to start the engines quickly during cooler weather. The heaters in both engines have failed. Before ordering replacements we requested a manufacturer's review to verify the application was correct. Staff believe the failure to have been caused mostly by age, but plugged filtration likely contributed. This quotation also includes welded pipe work to make filter changes easier, and also welding in pressure gauge bungs to monitor pressure differential across the filter for improved monitoring. We were only able to find one source locally that can perform the work, and acquire the proper heating elements.

**RECOMMENDATION:**

Staff recommends sourcing Howell's Mechanical Service Inc. to replace the heating elements and modify the existing pipework at a cost of \$16,715.00.

Mr. Becker, supported by Mr. Hodshire, moved to award the work to Howell's Mechanical Service Inc. to replace the heating elements and modify the existing pipework at a cost of \$16,715.00. Motion carried unanimously by voice vote.

**C. AMP Michigan BTM Project**

**BACKGROUND PROVIDED BY: BPU Director David Mackie**

Attached is the AMP Michigan BTM (Behind the Meter) Project presentation, the resolution approving the associated Power Sales Contract and Supplemental Agreement...Regarding Participation in the AMP Michigan RICE Peaking Project and the Power Sales Contract Regarding the AMP Michigan RICE Peaking Project.

It is the intention of this Project that the City of Hillsdale agrees to the construction and purchase of 15MW of BTM power/capacity generation with PowerSecure units at two City locations. One location is in the Industrial Park and the other is east of the Public Service Building. The attached agreements have been approved by the AMP and MSCPA attorneys and are currently being reviewed by the City Attorney.

Additionally, on February 1<sup>st</sup> the BPU Board held a special meeting to review the Project. Present at the meeting included MSCPA's General Manager Pam Sullivan, MSCPA's Finance Director Tom Sillasen and the BTM Project Manager William Sandell. At the end of the meeting the BPU Board approved moving forward with the project.

**RECOMMENDATION:**

BPU Board review the attached Project and recommend to the City Council approving the Power Sales Contract and Supplemental Agreement and appoint the BPU Director/City Manager as the authorized representative for the project.

Mr. Becker, supported by Mr. Hodshire, moved to approve and recommend to City Council for approval the Power Sales Contract and Supplemental Agreement pending review by the City's legal counsel, and appoint the BPU Director/City Manager as the authorized representative for the project. Motion carried unanimously by voice vote.

**D. BPU Director Areas of Review**

**BACKGROUND PROVIDED BY: BPU Director David Mackie**

In November 2022 the BPU Board and City Council agreed to continue and amend the BPU Director/City Manager combined position (Position). As part of the amendment it was established that the BPU and City would each evaluate their share of Position and each decide on up to a 2% share of the Position's annual increase. As part of this process the BPU Board had to establish the areas the Position would be evaluated on. The BPU Board Personnel Committee discussed the matter and is recommending the following areas of review:

- Financial Management
- Operational Performance
- Systems Improvements
- Customer Service/Public Relations

**RECOMMENDATION:**

BPU Board discuss the areas of review and move to accept what is agreed upon.

Mr. Hodshire recounted the BPU Board Personnel Committee's work to create the proposed evaluation criteria. They decided to create four "pillars," or areas of review that together would account for the BPU's 2% share of an annual increase. Each area of review would thus constitute 25% of the BPU's 2% share. Underneath each specific area of review, the BPU Board Personnel Committee would set specific goals or objectives that Director Mackie could meet to satisfy the evaluation criteria. Mr. Hodshire said that the BPU Board Personnel Committee wanted the BPU Board to approve the four proposed areas of review and task the BPU Personnel Committee with



continuing to refine the goals and objectives under each of the four areas. There is some urgency in doing this, as Director Mackie needs to know what he will be evaluated on in order to be able to achieve the goals/objectives before his annual review.

Mr. McDowell, supported by Mr. Becker, moved to approve the BPU Director Areas of Review as presented and further task the BPU Board Personnel Committee with further setting the goals and objectives under each of the four areas. Motion carried unanimously by voice vote.

#### **DEPARTMENT AND PROJECT REPORTS**

Department and project reports reviewed and placed on file.

#### **MISCELLANEOUS**

Efficiency Smart December 2022 Update and previous City Council minutes included in packet for Board member review.

#### **OPPORTUNITY FOR GENERAL PUBLIC TO ADDRESS THE BOARD**

None

#### **BOARD MEMBER ROUNDTABLE**

Mr. McDowell thanked BPU staff and told them to keep up the good work. He said based on all of the available information and the timing that he believes the AMP Michigan BTM Project is a good direction for the utility.

Mr. Becker thanked Director Mackie and Electric Superintendent Hammel for getting the testimonials from other communities about their experience with PowerSecure units. He also thanked Mr. Hodshire and Ms. Howard for the BPU Board Personnel Committee's work on designing the BPU Director Areas of Review.

#### **ADJOURNMENT**

Mr. Becker, supported by Mr. McDowell, moved to adjourn the meeting at 8:03 p.m. The motion carried unanimously by voice vote.

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** March 20, 2023

**Agenda Item:** Consent

**SUBJECT:** Here's to You Pub & Grub Street Closure Agreement (St. Patrick's Day Party) - Ratification of Signatures by the City Manager and Clerk

**BACKGROUND:** Michelle Loren, Recreation Director

Kevin Conant, owner of Here's to You Pub & Grub, submitted a ROW permit application requesting the closure of North Street between Howell St. and just east of the Alleyway between the hours of 7:00 a.m., Friday, March 17, 2023 and Noon, Friday, March 18, 2023 in order to hold a St. Patrick's Day Street Party which will include a tent, outdoor dining and music. The event will begin at 4:00 p.m. and will end at midnight.

TCO 2023-06 was approved by Council on February 25, 2023. The agreement has been approved by the City Attorney.

Due to time constraints, it was necessary to obtain signatures by the City Manager and Clerk prior to Council approval.

### **RECOMMENDATION:**

I recommend Council ratify approval of the agreement and authorization of signatures by the City Manager and Clerk.

**AGREEMENT FOR USE OF STREET**  
**Here's to You Pub & Grub North Street Closure**  
**March, 2023**

This Agreement is made and entered between the City of Hillsdale, of 97 N. Broad Street, Hillsdale, Michigan and Skin of My Teeth, LLC, DBA Here's to You Pub & Grub, 45 North Street, Hillsdale Michigan.

**Preamble**

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

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

Here's to You Pub & Grub desires to sponsor and promote an event that is open to members of the general public at which food and alcoholic drink will be served as an extension of its interior dining and entertainment venue. This will require the closing of North Street between Howell Street and just east of Alleyway to all traffic and there will be no parking on either side from 7:00 a.m. to 11:00 p.m. Friday March 17, 2023. Cleanup activities and the return of City barricades will be conducted and finalized within a specified period following the end of the event.

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

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

**Agreement**

1. In consideration of and reliance on Here's to You Pub & Grub's promises and its full compliance with all of the terms and conditions contained in this agreement, the City agrees to allow Here's to You Pub & Grub to hold its planned activity as described in the foregoing

Preamble, and to close and use the street that is located at North Street and just east of Alleyway. Among other things, it is agreed that:

- A. The described street shall be closed to motor vehicle traffic between 7:00 a.m. and 11:00 p.m. Friday March 17, 2023 and Noon Saturday, March 18, 2023 pursuant to Traffic Control Order No. 2023-06 approved by Council on March 6, 2023.
  - B. Here's to You Pub & Grub shall be solely responsible for picking up Type III Barricades from the City Department of Public Services facility on Waterworks drive and then placing and maintaining the barricades at the ends of the described street as shown on the attached Exhibit A, so as to close off the street to motor vehicle traffic between 7:00 a.m. Friday, March 17, 2023 and Noon Saturday, March 18, 2023.
  - C. Between the hours of 7:00 a.m. and 11:00 p.m. on Friday, March 17, 2023, Here's to You Pub & Grub may exclusively use the described street for the purpose of transporting, erecting, installing and removing equipment, tents, signs, tables, chairs, food, beverages, provisions, supplies, goods, and other facilities as are reasonably required to conduct the proposed event and related activities.
  - D. Between the hours of 7:00 p.m. and 11:00 p.m. Friday, March 17, 2023, Here's to You Pub & Grub may use the described street in connection with its above described planned activities.
  - E. Here's to You Pub & Grub shall cause all food and drink service, other entertainment and all activities of any kind related to its planned activities on the referenced street to cease on or before 11:00 p.m.
  - F. Subject to and in accordance with the following provisions of this agreement, Here's to You Pub & Grub shall remove all barricades from the ends of the described street, open the street to public travel, and completely restore the street to a condition that is at least as good as when taken no later than Noon on Saturday, March 18, 2023.
2. Here's to You Pub & Grub agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to those that might be required by the health department, as well as to comply with any applicable state, county or local statutes, ordinances, rules, or regulations, all at its sole expense.
  3. Here's to You Pub & Grub agrees to and shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as are necessary or otherwise required in connection with its proposed event; all at its sole expense.
  4. Following the conclusion of the event, Here's to You Pub & Grub agrees to and shall be solely responsible for and at its sole expense shall comply with the following:
    - A. Immediately after 11:00 p.m. Here's to You Pub & Grub shall contact the Hillsdale City Police and request permission to remove the barricades from the ends of the described street and open the street to vehicular traffic.
    - B. Upon receiving such permission, but not before, Here's to You Pub & Grub shall remove the barricades and open the street to public travel and vehicular traffic. When the

barricades are removed, Here's to You Pub & Grub shall place them out of the main traveled portion of the street until they are returned to the City; provided that Here's to You Pub & Grub shall return the barricades to the City's Department of Public Service's facility on Waterworks Drive no later than noon on Monday, March 20, 2023.

C. Prior to 11:00 p.m. on March 17, 2023, Here's to You Pub & Grub shall at its sole expense remove or cause the removal and proper disposal of all equipment, signs, tables chairs, trash, garbage, litter and other items from the street and surrounding environs, restore the street to at least as good condition as when taken.

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

6. Here's to You Pub & Grub agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the above-described street.

7. Here's to You Pub & Grub agrees that it shall not permit any public way other than the described street to be blocked or obstructed. Further, Here's to You Pub & Grub agrees to and shall confine its proposed event activities and the activities of the participants and attendees solely to the above-described street.

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

9. Here's to You Pub & Grub represents that it is the assumed name of the valid Michigan Limited Liability Company, The Skin Of My Teeth, LLC, and that it possesses or will obtain and provide persons with the skill, experience, competence and ability to carry out and fulfill all of its duties and obligations under this agreement in a timely and professional manner.

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

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

12. Here's to You Pub & Grub shall carry and provide all workers' compensation insurance coverage at its sole expense for its staff, employees, and agents as is required by the laws of the

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

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

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

A. The sole or concurrent negligence, gross negligence or intentional acts or omissions of Here's to You Pub & Grub, its agents, servants, employees, guests, vendors, invitees, event participants, event attendees, or others on or within the street or event area;

B. Defects of any kind or nature in the City's street right of way, its surface or subsurface;

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

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

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

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

Provided, however, that Here's to You Pub & Grub's indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be delivered to the following named representative of Here's to You Pub & Grub by ordinary first class mail or personal service at the following address:

17. All notices from Here's to You Pub & Grub to Hillsdale shall be in writing and shall be delivered by ordinary first class mail or personal service to David Mackie, Hillsdale City Manager, at 97 N. Howell Street, Hillsdale, Michigan 49242.

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

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

CITY OF HILLSDALE

HERE'S TO YOU PUB & GRUB



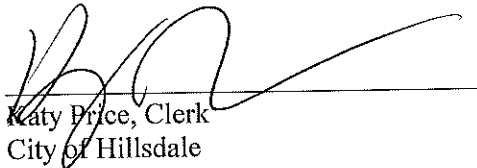
David Mackie, City Manager  
City of Hillsdale



Kevin Conant, Owner/Operator  
By The Skin Of My Teeth, LLC

Dated: March 15, 2023

Dated: March 15, 2023



Katy Price, Clerk  
City of Hillsdale

Dated: March 15, 2023

Signatures approved for ratification of above agreement by City Council on March 20, 2023.

**CITY OF HILLSDALE**

**HERE'S TO YOU PUB & GRUB**

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Adam Stockford, Mayor  
City of Hillsdale

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Kevin Conant, Owner/Operator  
By The Skin Of My Teeth, LLC

Dated: March \_\_\_\_\_, 2023

Dated: March\_\_\_\_\_, 2023

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Katy Price, Clerk  
City of Hillsdale

Dated: March \_\_\_\_\_, 2023



# **City of Hillsdale Agenda Item Summary**

**Meeting Date: March 20, 2023**

**Agenda Item: Consent**

**SUBJECT: Hillsdale County Farmers Market Street Closure Agreement**

**BACKGROUND: Michelle Loren, Recreation Director**

Hillsdale County Farmers Market has submitted a Right of Way permit requesting the closure of Howell Street between East Bacon Street and McCollum Street on Saturdays beginning May 13, 2023 and continuing through October 28, 2023 between the hours of 6:00 a.m. and 2:00 pm. pursuant to TCO #2023-25 approved by Council at the February 20, 2023 meeting. This closure has been requested due to the displacement of the Farmers Market in the County Court House parking lot as repairs are being done to the building.

## **RECOMMENDATION**

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

**STREET CLOSURE AGREEMENT**  
**Hillsdale County Farmers Market**  
**May 13, 2023 – October 28, 2023**

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (Hillsdale) and Hillsdale County Farmers Market, 1860 Peterson Rd., Osseo, Michigan 49266.

**Preamble**

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

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

Hillsdale County Farmers Market desires to hold an event requiring the closure of Howell Street between East Bacon Street and McCollum Street for the purpose of holding a farmers market beginning on Saturday, May 13, 2023 and continuing each Saturday thereafter through October 28, 2023 with the cleanup activities to be conducted and finalized within a specified period following the end of the event.

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

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

**Agreement**

1. In consideration of and reliance on Hillsdale County Farmers Market's promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Hillsdale County Farmers Market to use the following portions of its streets during specified periods on May 13, 2023 and continuing each Saturday thereafter through October 22, 2023, for the purpose of preparing for and conducting its proposed event and related activities for the use, benefit and enjoyment of the general public during the stated hours and to thereafter restore said streets to a condition fit for public travel that is at least as good as when taken, all as hereinafter provided:

- a. The closure of Howell Street between East Bacon Street and McCollum Street beginning at 6:00 a.m. and ending at 2:00 p.m. on Saturday, May

13, 2023 and continuing each Saturday thereafter through October 28, 2023, for the purpose of holding a farmers market.

2. Hillsdale further agrees that it shall temporarily close Howell Street between East Bacon Street and McCollum Street beginning at 6:00 a.m. and ending at 2:00 p.m. on Saturday, May 13, 2023 and continuing each Saturday thereafter through October 28, 2023 by Traffic Control Order 2023-05 passed by City Council on February 20, 2023 between the hours set forth for each area in subparagraph a. of paragraph 1 of this agreement.

3. The Hillsdale County Farmers Market shall be solely responsible for providing, erecting, maintaining, and tear down of all temporary traffic control devices (TTC) at the ends of the described portion of the above mentioned streets as shown on the attached Exhibit A, in order to close off the streets to motor vehicle traffic between 6:00 a.m. and 2:00 p.m. on Saturday, May 13, 2023 and continuing each Saturday thereafter through October 28, 2023.

4. The Hillsdale County Farmers Market agrees that all Traffic Control Devices shall be compliant with the Michigan Manual of Uniform Traffic Control and shall be installed and maintained pursuant to the same. Traffic Control Devices used by the Hillsdale County Farmers Market shall be approved by the Director of the City of Hillsdale Department of Public Services prior to use.

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

6. Hillsdale County Farmers Market agrees that immediately following the end of the events and at its sole expense, it shall promptly remove or cause the removal of all equipment, barricades, signs, and other items pertaining to the closures. Hillsdale County Farmers Market shall notify the Hillsdale City Police and secure its permission to open the street(s) to vehicular traffic before removing the barricades to block Howell Street from the public's vehicular use. Hillsdale County Farmers Market's barricades, when removed, shall be placed out of the main traveled portion of the street adjacent to the curbs.

7. Hillsdale County Farmers Market further agrees that the removal of all equipment, barricades, signs, and other items from the McCollum Street closure and the surrounding affected areas, and the restoration of the entire area occupied or used by it to a swept and tidy condition shall be completed not later than noon each Sunday following the Saturday events beginning May 13, 2023 and continuing each Saturday thereafter through October 28, 2023.

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

9. Hillsdale County Farmers Market agrees that it shall not permit any street other than the described portion of Howell Street to be blocked or obstructed. Further, Hillsdale County Farmers Market agrees to and shall confine its proposed event activities solely to Howell Street between East Bacon Street and McCollum Street.

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

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

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

13. Hillsdale County Farmers Market shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to Hillsdale and limits of liability of not less than a single limit of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, with the City of Hillsdale designated therein as a named insured to be and remain in force for the duration of Hillsdale County Farmers Market's presence on and use of Hillsdale's streets, and that such proof is to be provided at the time of execution of this Agreement.

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

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

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

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

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

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

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

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

Provided, however, that Hillsdale County Farmers Market indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be provided to Hillsdale County Farmers Market in writing and shall be delivered by ordinary first-class

mail or personal service to the following person at the following address: Hillsdale County Farmers Market, 5788 Cole Rd., Hillsdale, Michigan 49242.

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

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

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

CITY OF HILLSDALE

HILLSDALE COUNTY FARMERS MARKET

---

Adam Stockford, Mayor  
Dated: March \_\_\_\_\_, 2023

---

Larkyn Dasch, President  
Dated: March \_\_\_\_\_, 2023

---

Katy Price, City Clerk  
Dated: March \_\_\_\_\_, 2023

**City of Hillsdale**  
**Agenda Item Summary**

**MEETING DATE:** March 20, 2023

**AGENDA ITEM #:** Consent Agenda

**SUBJECT:** WWTP North RAS Pump

**BACKGROUND PROVIDED BY STAFF:** Jeff Gier, Director of Water and Wastewater

**Project Background:**

Staff budgeted \$22,500 in this year's capital budget for a new RAS pump. The old pump is worn out and will be sent in to see if it is worth rebuilding to have for a backup.

**RECOMMENDATION:**

BPU board supports award for the purchase of this pump from DuBois-Cooper in the amount of \$19,947.00.

**BIDS:**

DuBois-Cooper	\$19,947.00
Hidrostal	\$21,961.67
Burt Process Equipment	\$26,596.00



905 Penniman | P.O. Box 6161 | Plymouth, MI 48170

T: 734-455-6700 | F: 734-455-6711

E: sales@duboiscooper.com

www.duboiscooper.com

# QUOTATION

Quoted To:
Hillsdale Board of Public Utilities 45 Monroe Street need sales tax exemption Hillsdale, MI 49242

Quote Number: 221449

Quote Date: Feb 10, 2023

Page: 1

Customer ID	Good Thru	Payment Terms	Sales Rep
HILLSDALE	3/12/23	Net 30 Days	Hidrostal

Quantity	Item	Description	Unit Price	Amount
2.00		Hidrostal E5K-M2R pump to match existing HYDRAULIC ASSEMBLY, E5K-M, REGULABLE, HI-CHROME Volute Casing Material: CAST IRON A48CL30 Impeller Material: DUCTILE IRON A536-80-55-06 Motor: DRY-PII IMMERSIBLE MOTOR, 7.6HP MAX VFD, 1136RPM Quote includes freight	19,947.00	39,894.00

Subtotal	39,894.00
Sales Tax	
<b>TOTAL</b>	<b>39,894.00</b>

Quote Accepted By: \_\_\_\_\_



# QUOTATION SO24070

<b>YOUR REFERENCE:</b> replacement ras pump quotes , Hills dale, MI WWTP, E5 K-M2R+EEXK6-	<b>QUOTATION DATE:</b> 02/03/2023	<b>EXPIRATION:</b> 05/03/2023	<b>PAYMENT</b> <b>TERMS:</b> 30 Net Days
<b>INCOTERM:</b> PPD - FOB ORIGIN - PREPAID & INCLUDED	<b>SALESPERSON:</b> RSM Central - Patti Hoffmann	<b>CUSTOMER</b> <b>CONTACT</b> J ay Vermilye	<b>QUOTED BY</b> Paul Hanelt

**REVISION NO.**

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
0	DUTY CONDITION: 725gpm @ 19ft TDH  Product Detail Pump Type: DRY-PIT IMMERSIBLE  BARE PUMP, IS-BARE PUMP-BRP (E5K) Includes: BARE PUMP ONLY, NO MOUNTING OR RELAYS INCLUDED  HYDRAULIC ASSEMBLY, E5K-M, REGULABLE, HI-CHROME CONSTRUCTION, MAT 2, E5K-M2R HYDRAULIC ASSEMBLY, E5K-M, REGULABLE, HI-CHROME CONSTRUCTION, MAT 2, E5K-M2R Pump Size: E5K Pump Model: E5K-M2R Wet End Type: REGULABLE Wet End Material: HI-CHROME CONSTRUCTION Volute Casing Material: CAST IRON A48CL30 Impeller Material: DUCTILE IRON A536-80-55-06 Liner Material: HI-CHROME A532-III-A Suction Casing Material: CAST IRON A48CL30 Wear Ring Material: HI-CHROME A532-III-A Impeller Flange Material: DUCTILE IRON A536-80-55-06  Motor: DRY-PIT IMMERSIBLE MOTOR, 7.6HP MAX VFD, 1136RPM, 1.00S.F., STANDARD OIL COOLING, 82 FEET CABLE, FM, 230V/460V, EEXK6-MIAK1FG+XC1A3MM-25 Back Cover Material: CAST IRON A48CL30 Shaft Material: STAINLESS STEEL AISI420 Sealing Type Pump Side: PUMP SIDE: TYPE M, RUBBER BOOTED SINGLE SPRING SEAL, SC/TC Sealing Type Motor Side: MOTOR SIDE: TYPE F, RUBBER BELLOWS SINGLE SPRING SEAL, SC/C	1.0 Unit(s)	19,722.7700
1	8870820-#6 INCLUDED STANDARD PAINT FOR WET-WELL SHERWIN WILLIAMS SHER-GLASS FF GLASS FLAKE 2 PART AMINE CURED REINFORCED EPOXY; 16-20 DRY MILS, HAZE GRAY	1.0 Unit(s)	0.0000

# QUOTATION



**Burt Process Equipment Inc.**  
 100 Overlook Drive  
 Hamden, CT, 06518 US  
 Phone: 203-287-1985  
 Website: www.BurtProcess.com  
 Email: CustomerService@burtprocess.com

Order Number	
1495648	
Order Date	Page
2/22/2023 08:04:05	1 of 1
Entered By: CHRISCAMPBELL	

Quote Expires On 3/24/2023

**Bill To:**

HILLSDALE BPU WASTEWATER  
 HILLSDALE, MI 49242  
 US

**Ship To:**

HILLSDALE BPU WASTEWATER  
 45 MONROE ST  
 HILLSDALE, MI 49242  
 US

(517) 437-6348

Requested By: Mr. CRAIG WICKHAM

Customer ID: 85166

PO Number	Carrier	UPS Code	Freight Code	Terms Description	Salesrep
QUOTE/HIDROSTAL	UPS Ground		PREPAY & ADD	CIA(CC, Wire, Check)	2062

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remainin	UOM Unit Size	Disp.				
2	0	2	EA		E5K-M2R	EA	26,596.0000	53,192.00
				1.0	HIDTOSTAL E5K-M2R Hidrostal E5K-M2R pump to match existing HY DR AULI C ASSEMBLY , E5K-M, REGULABLE, HI-CHROME Volute Casing Material : CAST IRON A48CL30 Impeller Material : DUCTILE IRON A536-80-55-06 Motor: DRY-PIT IMMERSIBLE MOTOR, 7.6HP MAX VFD, 113			

Total Lines: 1

**SUB-TOTAL:** 53,192.00  
**TAX:** 0.00  
**AMOUNT DUE:** , .  
 U.S. Dollars



2	7208924 STANDARD, NON-WITNESSED HYDROSTATIC AND NON-WITNESSED PERFORMANCE TEST TO 3B (SIZES D-E) PUMPS ARE TESTED IN ACCORDANCE WITH ANSI/HI 11.6-2012, 14.6-2016 AND 40.6-2016 STANDARDS. 7-POINT SINGLE SPEED PERFORMANCE TEST PERFORMED TO ACCEPTANCE GRADE 3B FOR PUMPS WITH HP>=13 AND 14.6.3.4.1 FOR PUMPS WITH HP<13. ACCEPTANCE IS ACHIEVED WHEN EITHER FLOW OR HEAD (OR BOTH) ARE FOUND TO BE WITHIN APPLICABLE TOLERANCE RANGE AND POWER OR EFFICIENCY IS WITHIN THE TOLERANCE RANGE. PUMPS WILL BE TESTED USING ACTUAL JOB DRIVER AND DRIVEN BY VARIABLE FREQUENCY DRIVE AT THE SPECIFIED OPERATING SPEED. POWER WILL BE MEASURED USING A POWER ANALYZER. HYDROSTATIC TEST DURATION IS 5 MINUTES FOR PUMPS UP TO 145PSI (10BAR), 10 MINUTES FOR PUMPS 145-360PSI, OR CUSTOMER SPECIFIED. TEST PRESSURE IS 1.5 TIMES SHUTOFF UNLESS OTHERWISE SPECIFIED.	1.0 Unit(s)	1,991.6955
3	PALLET FREIGHT - USA Z1 (501-1200lbs)	1.0 Unit(s)	247.1963
4	NOTE: NET PRICING QUOTATION OFFERED AT YOUR NET PRICE  MINIMUM ORDER VALUE IS \$50 (EXCLUDING SHPPING COST)	1.0 Unit(s)	0.0000
5	Replacement Lead Time - Non-Stock Bare Pumps Lead Time 25 Weeks	1.0 Unit(s)	0.0000

The replacement assembly being quoted is a non-stock item. Please contact the sales department at sales@hidrostalpumps.com to inquire about reducing lead time to in-stock options, if possible.

Hidrostal LLC Terms and Conditions Apply to this Order

- Payment term: 30 Net Days.
- Payment by wire transfer or ACH is preferred. (please see details below).
- We **do not** accept credit card payments.
- Checks are still accepted until 12/31/2022, we encourage you to move toward electronic payments as soon as possible.
- Please remit any checks to 'Hidrostal LLC'
- Please pay within the agreed payment term to avoid interest charges of 1.5% per month

Thank you for for your business ,

**Hidrostal North America**

**Wire Transfer Instructions**

**Fed Routing Number:** 042000314  
**Bank Name:** Fifth Third Bank  
**Beneficiary Acct #:** 4700028029  
**Beneficiary:** Hidrostal LLC

**ACH Payment Instructions**

**Fed Routing Number:** 071923909  
**Bank Name:** Fifth Third Bank  
**Beneficiary Acct #:** 4700028029  
**Beneficiary:** Hidrostal LLC



March 7, 2023

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

Dear Mr. Mackie:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes to the Xfinity services provided in your community:

- Effective April 3, 2023, the monthly subscription for HBO and HBO Max will increase from \$14.99 to \$15.99 per month as a result of a recent increase in HBO and HBO Max programming costs.
- Effective May 12, 2023, ShopHQ will no longer be available with Xfinity.

Customers are receiving notice of these changes in their bill.

Please feel free to contact me at 248-924-4917 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Eric M. Woody".

Eric Woody  
Manager, Government & Regulatory Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170



ISSUED: 3/14/2023

**The Keefer House Hotel**  
**QUARTLY CONSTRUCTION UPDATE**

City of Hillsdale  
ATTN: Hillsdale City Manager's Office  
97 N. Broad Street  
Hillsdale, MI 49242

**Dear Mr. Mackie,**

**This letter is to update the city on the construction status of the Keefer House Hotel.**

**In our previous update we noted as our excavators removed soil from the basement, they incurred perched water which made it very difficult to excavate, turning the basement into a waterfilled, mud pit. Our GC installed several pump wells to continuously pump out water. As winter progressed, the water issue severely worsened and the wells could not keep up with the amount of water filling the basement. It was evident this issue was more than perched water and required additional preventative measures. We took immediate action to bring in a team of water proofing and enclosure experts to work with the GC to develop and implement a plan to permanently prevent water from continuing to fill the basement. We are currently bidding and initiating our proposed solution.**

**Despite all this, our excavators did complete the removal of approximately 2ft of dirt across the entire area to reach the necessary depth. Additionally, a majority of the sub-slab plumbing is installed. Once we can dry the basement our team will finish the plumbing installation and pour the new slab.**

**Pre-opening operations began with our hotel operator, H.I.S. which includes, but not limited to, things like further developing the restaurant concept, branding, selecting guest room supplies, and outlining operational equipment and programs.**

Best Regards,

A handwritten signature in black ink that reads "Brant Cohen". The signature is written in a cursive, flowing style.

Brant Cohen  
*Michigan, Suburban Chicago, Aviation Development Associate*  
**CLRED**

**CC'd: Nathan Watson, Alan Beeker, Drew Gelzer, Mayor Stockford.**

March 15, 2023

Mayor Stockford and Members of the Hillsdale City Council

Councilperson Joshua Paladino is both a Hillsdale City Council Member and a Hillsdale Community Library Board Member. On Monday, March 6, Mr. Paladino voted on an issue pertaining to the Library which concerned to the appointment of Mr. Dan Larue to the Library Board. This vote, his motion and his vote to refer to the Governance Committee to change a city ordinance pertaining to the library were in direct violation of the INCOMPATIBLE PUBLIC OFFICES ACT 566 of 1978 (MCL 15.181). The Michigan Attorney General Opinion 6854 clarifies that his actions were in violation of said law. It is ironic that this opinion was made in reference to an action of the Hillsdale City Council member being appointed to the city's Board of Public works in 1995.

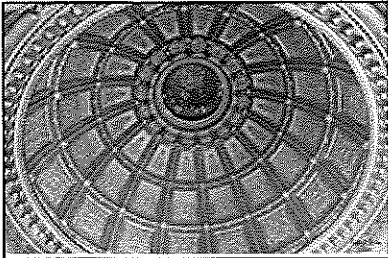
I am requesting that all actions taken as a result of Mr. Paladino's vote and participation in any discussion concerning the library be declared null and void and that Mr. Paladino resign from the Hillsdale Community Library Board or the Hillsdale City Council or both.

Attached in the INCOMPATIBLE PUBLIC OFFICES ACT of 566 of 1978 and the Michigan Attorney General Opinion 6854.

Thank You,



Ted N. Jansen  
Ward 1



# MICHIGAN LEGISLATURE

Michigan Compiled Laws Complete Through PA 4 of 2023  
House: Adjourned until Wednesday, March 15, 2023 1:30:00 PM

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MCL Chapter Index

- Chapter 15
- Act 566 of 1978
- Section 15.183

## Section 15.183

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### INCOMPATIBLE PUBLIC OFFICES (EXCERPT) Act 566 of 1978

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#### 15.183 Public employment or holding of public offices; scope of MCL 15.182.

##### Sec. 3.

(1) Section 2 does not prohibit a public officer's or public employee's appointment or election to, or membership on, a governing board of an institution of higher education. However, a public officer or public employee shall not be a member of governing boards of more than 1 institution of higher education simultaneously, and a public officer or public employee shall not be an employee and member of a governing board of an institution of higher education simultaneously.

(2) Section 2 does not prohibit a member of a school board of 1 school district from being a superintendent of another school district.

(3) Section 2 does not prohibit a public officer or public employee of a city, village, township, school district, community college district, or county from being appointed to and serving as a member of the board of a tax increment finance authority under the tax increment finance authority act, 1980 PA 450, MCL 125.1801 to 125.1830; a downtown development authority under 1975 PA 197, MCL 125.1651 to 125.1681; a local development finance authority under the local development financing act, 1986 PA 281, MCL 125.2151 to 125.2174; a brownfield redevelopment authority under the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 to 125.2670; a housing commission created under 1933 (Ex Sess) PA 18, MCL 125.651 to 125.709c; a neighborhood improvement authority under the neighborhood improvement authority act, 2007 PA 61, MCL 125.2911 to 125.2932; a water resource improvement tax increment finance authority under the water resource improvement tax increment finance authority act, 2008 PA 94, MCL 125.1771 to 125.1793; a historical neighborhood tax increment finance authority under the historical neighborhood tax increment finance authority act, 2004 PA 530, MCL 125.2841 to 125.2866; a member of a board of a principal shopping district or a member of a board of directors of a business improvement zone under 1961 PA 120, MCL 125.981 to 125.990n; an officer of a metropolitan district under the metropolitan district act, 1929 PA 312, MCL 119.1 to 119.18; a member of a board of directors of a land bank fast track authority under the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774; or a corridor improvement authority under the corridor improvement authority act, 2005 PA 280, MCL 125.2871 to 125.2899.

(4) Section 2 does not do any of the following:

(a) Prohibit public officers or public employees of a city, village, township, or county having a population of less than 40,000 from serving, with or without compensation, as emergency medical services personnel as that term is

**Recently Viewed**

mcl 15 183

mcl 15 184

defined in section 20904 of the public health code, 1978 PA 368, MCL 333.20904.

(b) Prohibit public officers or public employees of a city, village, township, or county having a population of less than 40,000 from serving, with or without compensation, as a firefighter, police chief, fire chief, police officer, or public safety officer in that city, village, township, or county if that firefighter, police chief, fire chief, police officer, or public safety officer is not a person who negotiates a collective bargaining agreement with the city, village, township, or county on behalf of the firefighters, police chiefs, fire chiefs, police officers, or public safety officers.

(c) Limit the authority of the governing body of a city, village, township, or county having a population of less than 40,000 to authorize a public officer or public employee to perform, with or without compensation, other additional services for the unit of local government.

(5) This section does not relieve a person from otherwise meeting statutory or constitutional qualifications for eligibility to, or the continued holding of, a public office.

(6) This section does not allow or sanction activity constituting conflict of interest prohibited by the constitution or laws of this state.

(7) This section does not allow or sanction specific actions taken in the course of performance of duties as a public official or as a member of a governing body of an institution of higher education that would result in a breach of duty as a public officer or board member.

(8) Section 2 does not prohibit a public officer or public employee of a community mental health services program as that term is defined in section 100a of the mental health code, 1974 PA 258, MCL 330.1100a, from serving as a public officer or public employee of a separate legal or administrative entity created by 2 or more community mental health services programs under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, a joint board or commission created under 1967 (Ex Sess) PA 8, MCL 124.531 to 124.536, or a regional entity created under section 204b of the mental health code, 1974 PA 258, MCL 330.1204b, whether or not the separate legal or administrative entity, joint board or commission, or regional entity may enter into contracts or agreements with 1 or more of the community mental health services programs.

(9) Section 2 does not prohibit a member of a school board from being appointed to or serving as a volunteer coach or supervisor of a student extracurricular activity if all of the following conditions are present:

(a) The school board member receives no compensation for service as a volunteer coach or supervisor.

(b) During the period he or she serves as a volunteer, the school board member abstains from voting on issues before the school board concerning that program.

(c) There is no qualified applicant available to fill a vacant position if the school board member is excluded.

(d) The appointing authority has received the results of a criminal history check and a criminal records check from the department of state police or the Federal Bureau of Investigation for the school board member.

(10) Section 2 does not prohibit a superintendent of an intermediate school district from serving simultaneously as superintendent of a local school district, or prohibit an intermediate school district from contracting with another person to serve as superintendent of a local school district, even if the local school district is a constituent district of the intermediate school district. As used in this subsection, "constituent district" means that term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(11) Section 2 does not prohibit a public officer or public employee of an authority created under the public transportation authority act, 1986 PA 196, MCL 124.451 to 124.479, from serving as a public officer or public employee of another public transportation authority if each public transportation authority has members consisting of identical political subdivisions.



(12) Section 2 does not prohibit a township supervisor from being appointed as a member of a county board of public works as provided in section 2(2)(c) of 1957 PA 185, MCL 123.732.

(13) Section 2 does not prohibit the mayor, the chief executive officer, or a member of the governing body of a qualified city, or the superintendent or chairperson of a qualified school district, from serving as a member of a financial review commission for that qualified city or qualified school district, or both, as established under the Michigan financial review commission act, 2014 PA 181, MCL 141.1631 to 141.1643. As used in this subsection, "qualified city" and "qualified school district" mean those terms as defined in section 3 of the Michigan financial review commission act, 2014 PA 181, MCL 141.1633.

(14) Section 2 does not prohibit an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, from serving as a transition manager under section 12b or part 5b of the revised school code, 1976 PA 451, MCL 380.12b and 380.381 to 380.396.

(15) Section 2 does not apply to a member of the municipal stability board created under section 7 of the protecting local government retirement and benefits act.

**History:** 1978, Act 566, Imd. Eff. Dec. 29, 1978 ;-- Am. 1984, Act 72, Imd. Eff. Apr. 18, 1984 ;-- Am. 1992, Act 10, Imd. Eff. Mar. 10, 1992 ;-- Am. 1994, Act 317, Imd. Eff. Oct. 6, 1994 ;-- Am. 2000, Act 455, Imd. Eff. Jan. 9, 2001 ;-- Am. 2004, Act 110, Imd. Eff. May 20, 2004 ;-- Am. 2008, Act 22, Imd. Eff. Mar. 12, 2008 ;-- Am. 2009, Act 210, Imd. Eff. Jan. 4, 2010 ;-- Am. 2011, Act 104, Imd. Eff. July 19, 2011 ;-- Am. 2011, Act 122, Imd. Eff. July 20, 2011 ;-- Am. 2011, Act 196, Imd. Eff. Oct. 18, 2011 ;-- Am. 2014, Act 190, Imd. Eff. June 20, 2014 ;-- Am. 2015, Act 134, Eff. Dec. 29, 2015 ;-- Am. 2016, Act 196, Imd. Eff. June 21, 2016 ;-- Am. 2017, Act 208, Imd. Eff. Dec. 20, 2017

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STATE OF MICHIGAN

**FRANK J. KELLEY, ATTORNEY GENERAL**

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Opinion No. 6854

June 8, 1995

**INCOMPATIBILITY:**

Public positions of Hillsdale City Council member and member of the city's Board of Public Works

The positions of Hillsdale City Council member and member of the city's Board of Public Works are incompatible and may not be held simultaneously by the same person.

Honorable Michael E. Nye

State Representative

The Capitol

Lansing, Michigan

You have asked if a person may simultaneously hold the positions of Hillsdale City Council member and member of the city's Board of Public Works. In particular, you ask whether the simultaneous holding of these positions is prohibited by 1978 PA 566, MCL 15.181 et seq; MSA 15.1120(121) et seq, which governs incompatible public offices.

Section 2 of 1978 PA 566 generally forbids public officers or employees from simultaneously holding two or more incompatible offices. Section 1(b) of 1978 PA 566 defines incompatible offices as follows:

"Incompatible offices" means public offices held by a public official which, when the official is performing the duties of any of the public offices held by the official, results in any of the following with respect to those offices held:

- (i) The subordination of 1 public office to another.
- (ii) The supervision of 1 public office by another.
- (iii) A breach of duty of public office.

An examination of the nature and duties of the positions of city council member and member of the Board of Public Works is necessary in order to determine whether either position is supervisory or subordinate to the other, or whether the dual holding of these positions results in a breach of duty, rendering the positions at issue incompatible.

Under the Hillsdale City Charter, the members of the Board of Public Works are appointed by the mayor, with the approval of the city council. Hillsdale Charter, section 13.4. The board is considered a department within the city government. Id., section 13.3. The board is entrusted with the responsibility for planning improvements of, additions to, extensions of, and the operation and maintenance of the public service works supplying water and electricity to the city. Id., section 13.6. The board makes an annual report to the city council, presenting an analysis of the status and needs of the public service works, and making recommendations regarding these works. Id. The city council then approves, modifies, or disapproves any improvements, additions, or extensions recommended by the board. Id. The report, as modified or approved by the council, then becomes the public service works program for that year. Id. The city council approves the board's budget proposal for each year, and any expenditures of the board not in the budget proposal must also be approved by the council, with limited exception. Id., section 13.7. The council also reviews the annual audit of the board. Id., section 13.10. Any purchase of water or electricity by the board may only be made with the consent of the city council. Id., section 13.11.

Clearly, under these circumstances, the office of member of the Board of Public Works is subordinate to and supervised by the office of member of the city council. The city council approves the appointment of board members, may approve or reject the recommendations of the board, approves the board's budget and expenditures, and reviews the annual audit of the board. Given these facts, the positions are incompatible under section 1(b)(i) and (ii) of 1978 PA 566. OAG, 1981-1982, No 6030, p 534 (January 21, 1982).

Abstaining from any matters before the city council involving the Board of Public Works will not allow the person in question to hold both positions, since abstention is itself a breach of duty in this context, resulting in incompatibility under section 1(b)(iii) of 1978 PA 566. Only vacation of one of the two public positions will suffice. *Contesti v Attorney General*, 164 Mich App 271, 280-281; 416 NW2d 410 (1987), lv den 430 Mich 893 (1988); *Wayne County Prosecutor v Kinney*, 184 Mich App 681, 684-685; 458 NW2d 674, lv den 436 Mich 887 (1990).

It is my opinion, therefore, that the positions of Hillsdale City Council member and member of the city's Board of Public Works are incompatible and may not be held simultaneously by the same person.

Frank J. Kelley

Attorney General

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<http://opinion/datafiles/1990s/op06854.htm>

State of Michigan, Department of Attorney General

Last Updated 11/10/2008 15:49:34

# **City of Hillsdale Agenda Item Summary**

**Meeting Date:**       **March 20, 2023**

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

**SUBJECT:**           **Contract with Domestic Harmony**

## **BACKGROUND PROVIDED BY STAFF:**

The City has supported Domestic Harmony for more than 20 years. They provide victims of domestic violence and their children vital services such as: crisis intervention, 24-hour supportive counseling, and transportation, temporary shelter, housing placement assistance, information and referrals in legal and financial matters. These services are free of charge to those who reside in Hillsdale County.

The attached document from Hannah Jordan, the Executive Director of Domestic Harmony, asks the City to continue their support for fiscal year 2023-24. Historically the City's contribution has been between \$5,000 and \$6,000 annually. For the City's fiscal year 2022-23, the contribution approved by Council was \$6,000.

## **RECOMMENDATION**

Staff recommends Council review and/or approve the contract with Domestic Harmony for 2023-2024.



DOMESTIC HARMONY  
P.O. Box 231  
Hillsdale, Michigan 49242  
Telephone: (517) 439-1454  
Fax: (517) 439-5144

February 6, 2023

Dear Hillsdale City Council Members,

Thank you very much for supporting Domestic Harmony through the purchase of a service contract in 2022. This support has enabled us to provide services to victims of domestic violence. Last year we provided shelter to 28 adults and 27 children, supportive counseling to 103 non-residential clients, and answered 500 crisis hotline calls.

We are asking that all cities and townships in Hillsdale County contract with Domestic Harmony to provide residents of each municipality services for victims of domestic violence and their children. We continue to offer the following services:

- ❖ Transportation from a safe place to shelter;
- ❖ Safe emergency shelter;
- ❖ A 24-hour crisis hotline;
- ❖ Crisis intervention and supportive counseling;
- ❖ Coordination of support services, including assistance in finding permanent housing and in obtaining financial assistance; and
- ❖ Legal advocacy referral and information.

**There is no charge for any of our victim or prevention services.**

We ask that City of Hillsdale contract with Domestic Harmony once again this year. Last year the amount of your contract was \$6,000.00. As you prepare your budget for this year, we ask that you contract with us at the same amount or more if you are able. Your contracting with us will ensure our ability to continue our critical services for victims of domestic violence and their families.

Enclosed are two copies of a contract. Please fill in the amount you are able to contract for, sign both copies and send one back to us.

Thank you very much for your consideration of this very important issue.

Sincerely,

Hannah Jordan, LLMSW  
Executive Director

DOMESTIC HARMONY  
CONTRACT FOR SERVICES

The City of Hillsdale (hereinafter "City", located in the County of Hillsdale, and State of Michigan, agrees to purchase services recently codified in MCL 41. 110c(e), for victims of domestic violence for residents of said city from the Hillsdale County Taskforce on Family Violence, which is doing business as Domestic Harmony (hereafter "Domestic Harmony") for the fiscal year 2023. This period may include past services as well as future services.

"Domestic Violence" means a violent physical attack or fear of a violent physical attack perpetrated by an assailant against a victim, in which the victim is a person assaulted or threatened by his or her intimate partner, former intimate partner, an adult person, or emancipated minor assaulted by an adult person with whom the assaulted person cohabited; and in which the victim and assailant are/were involved in a consenting sexual relationship.

Services to be provided under this contract to any number of eligible residents in the City are:

1. Transportation from a safe place to shelter;
2. Safe emergency shelter;
3. A 24 – hour crisis hotline;
4. Crisis intervention and supportive counseling;
5. Coordination of support services, including assistance in finding permanent housing and in obtaining financial assistance; and
6. Legal advocacy referral and information,

These services are defined in Domestic Harmony's grant from the Domestic Violence Prevention and Treatment Board of the State of Michigan.

To purchase said services the City agree to pay Domestic Harmony the sum of \$ \_\_\_\_\_ for the 2023 fiscal year, which begins on \_\_\_\_\_ and ends on \_\_\_\_\_.

Domestic Harmony agree to defend, indemnify, and hold harmless the City from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from Domestic Harmony by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost or expense, if caused in whole or in part by the negligence of Domestic Harmony, or by third parties, or by the agents, servants, employees or factors of any of them.

**City of Hillsdale**

**Domestic Harmony**

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

\_\_\_\_\_

/print/ \_\_\_\_\_

Executive Director

Its \_\_\_\_\_

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

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

# City of Hillsdale Agenda Item Summary

**Meeting Date:** March 20, 2023

**Agenda Item:** New Business

**SUBJECT:** City Hall Painting and Miscellaneous Repairs at City Hall

**BACKGROUND PROVIDED BY:** Jason Blake, Director of Public Services  
Kristin Bauer, City Engineer

City staff developed and requested bids for drywall repairs and painting throughout all of 1st floor at City Hall in addition to miscellaneous touch up work and repairs on 2<sup>nd</sup> and 3<sup>rd</sup> floor. .

We received two bids:

<b><u>Contactors</u></b>	
Industrial Painting	\$39,800
RNC Paint Systems	\$18,138

**RECOMMENDATION:**

Funds for this project were budgeted in the FY 22-23 budget. Staff recommends City Council award the bid for this project to RNC Paint Systems in the amount of \$18,138.

Completion date for this project is scheduled for June 2, 2023

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** March 20, 2023

**Agenda Item:** New Business

**SUBJECT:** DPS & Water/Sewer Truck Purchases

**BACKGROUND PROVIDED BY:** DPS Director Jason Blake

The Department of Public Services (DPS) and the Water/Sewer Departments are in need of replacing two old work trucks. Both replacements are included in their respective department's budgets. Staff gathered the following quotes with availability:

Hillsdale GMC	\$41,981.00 (10-12 weeks pending constraints)
Hillsdale Dodge / Cronin GMC	\$43,471.50 (2.7L Turbo Engine, April 2023)
Todd Wenzel Buick GMC	\$43,890.25 (immediate availability)
Frank Beck Chevrolet	\$44,550.00 (6-8 months or longer)
Stillwell Ford	\$44,992.52 (Will do their best to hit 5-7 days)

The BPU Board recommended the Water/Sewer truck be purchased from Hillsdale GMC as the low bidder.

The DPS truck will be purchased from the Revolving Mobile Equipment Fund (RMEF)

*\*RMEF allocated money used for the purchase of vehicles/equipment used by DPS. It's self-supporting in that it generates its revenues from rent charged through the use of any equipment, interest, and the sale of used vehicles/equipment.*

### **RECOMMENDATION:**

Staff recommends for City Council to approve the purchase of two 2023 GMC Sierra 1500 Dbl Cab Pickups from low bidder, Hillsdale Buick GMC for \$41,981.00 each.





**March 10, 2023**

**City of Hillsdale**

**2023 GMC Sierra Double Cab 5.3 V8**

**See attached specs.**

**Estimated Delivery 10-12 weeks (pending constraints, logistics issues)**

**Estimate on Ext Warranty \$1,500 unable to get exact quote from GM Fleet ( not included in quote)**

**Additional options included but not listed on attached spec sheet**

**Whelen QuickFit GM Black Steel Amber Light Pkg**

**Price                    \$48,781**

**Fleet Discount        \$6,800**

**Total Price            \$41,981**

**Plus any State title fees**

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** March 20, 2023

**Agenda Item:** New Business

**SUBJECT:** RS&H Airport Terminal Design Contract

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

As mentioned at the March 6<sup>th</sup> City Council meeting the City was awarded \$2.5M to construct a new airport terminal. The project is on a fast track, given FAA funding requirements. This means that the project must be designed and put out to bid, with bids in-hand prior to July 1<sup>st</sup>, 2023. To achieve this goal the City's aviation engineer RS&H needed to start on the project immediately.

After speaking to the Mayor and Mayor Pro Tem about the timing of the project they approved allowing the Airport Manager and myself to sign the contract prior to Council approval. The City would, potentially, be responsible for up to 2.5% of the contract costs, which is \$7,441. Attached is our standard MDOT approved agreement to facilitate this work. The contract may be cancelled if Council doesn't confirm its approval.

### **RECOMMENDATION:**

Confirm the approval of RS&H's Airport Terminal Design Contract and authorize the City Manager and Airport Manager to approve the contract on the City's behalf.

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICE**

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This Contract is made and entered into this date of March 10, 2023 by and between the Airport Owner, hereinafter referred to as SPONSOR,

CITY OF HILLSDALE

97 Broad Street

Hillsdale, Michigan 49242

and the Engineer, hereinafter referred to as the CONSULTANT,

RS&H MICHIGAN, INC.

436 S Main Street

Plymouth, MI 48170

for the following PROJECT:

Location: Hillsdale Municipal Airport

Hillsdale County, Michigan

Description: JYM Hillsdale New Terminal Design

New Terminal Facility (“Project”) on airport property and will include deliverables for schematic design, construction documents and bidding documents. The proposal will include design and bidding phase services for the construction of the new terminal building, associated parking lot, exterior improvements, and utilities necessary to support the function of the facility.

WHEREAS, the SPONSOR desires to engage the CONSULTANT to perform professional engineering services for the described project;

WHEREAS, the SPONSOR has caused a review to be made of the qualifications of the CONSULTANT and is satisfied the CONSULTANT is competent and qualified;

WHEREAS, the CONSULTANT is willing and able to accomplish the services provided and set forth hereinafter in this Contract;

WHEREAS, the SPONSOR will compensate the CONSULTANT, in accordance with the terms

and conditions set forth in this Contract.

NOW, THEREFORE, the parties agree to the following:

**ARTICLE 1 – DESCRIPTION OF WORK TO BE DONE**

The services to be furnished by the CONSULTANT to the SPONSOR, as set forth in Attachment E, Scope of Work/Services, together with obligations of the SPONSOR or the SPONSOR's Agent (Michigan Department of Transportation (MDOT), Office of Aeronautics), hereinafter referred to as AERO, will contain certain information and data which will consist of the following described elements. Additional explanations are included in Attachment E.

**DESIGN PHASE (1)**

**Element 1.11 - Pre-Design Conference**

A pre-design conference called by the SPONSOR will be held between the SPONSOR, the CONSULTANT, and any other participating or regulatory governmental agency. This pre-design conference will be held for the express purpose of having the CONSULTANT ascertain from responsible representatives of each group, the SPONSOR and all participating governmental agencies, their individual project requirements affecting the scope of work, budget, design standards, presentation of final plans, and documents. The requirements set forth in this pre-design conference will be confirmed in writing by the CONSULTANT to the SPONSOR, with copies to each participating unit of government.

**Element 1.12 - Engineering Survey**

The CONSULTANT will determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, structural elevations, and field testing as may be required to complete plans and specifications.

**Element 1.13 - Detailed Construction Plans and Specifications**

Plans and specifications will be certified by the CONSULTANT for compliance with current Federal Aviation Administration (FAA) and AERO requirements in effect at the time the plans and specifications are prepared. The CONSULTANT will prepare and furnish to the SPONSOR and AERO, in paper format, one copy of the final detailed construction plans and specifications for the work described above, presented on drawings (22" x 34") and other necessary documentation (8-1/2" x 11"). This will include but is not limited to; grading, drainage, paving, lighting, turf establishment, structures, construction safety phasing, etc. The documents will set forth, in detail, requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications will comply with the requirements established in the pre-design conference, if applicable, together with the common practice of design and ethical practices of professional engineers. The CONSULTANT will also furnish one set of review plans if requested.

All projects bid through the MDOT letting will also include two electronic files in portable document format (pdf) along with a signed and sealed paper title sheet. The electronic files will be set up to print clearly in scalable 11" x 17" and 22" x 34" plan sheets.

#### **Element 1.14 - Estimate of Probable Construction Cost**

The CONSULTANT will prepare and submit to both the SPONSOR and AERO one copy of a detailed estimate of construction costs based upon the detailed plans and specifications prepared under Element 1.13. This statement of probable construction cost prepared by the CONSULTANT represents the CONSULTANT's best judgment as a design professional at the time the estimate is finalized. This estimate will include the estimated amount for CONSULTANT services during construction. It is recognized, however, that neither the CONSULTANT nor the SPONSOR has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the CONSULTANT cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the CONSULTANT.

#### **Element 1.15 - Engineering Report**

The CONSULTANT will prepare and furnish to both the SPONSOR and AERO one copy of an engineering report which relates to the SPONSOR and participating governmental agencies the fundamental considerations and concepts used in design of the project. This report will include the basic design factors for drainage, pavement design, and scheduling of the various phases of the project during construction as may be required to maintain both ground and air traffic. Deviation in design and construction standards will be included in the engineering report.

#### **Element 1.16 - Users Conference (if required)**

The CONSULTANT will prepare for the SPONSOR an estimated time schedule to be followed during the construction period. This estimated time schedule of construction will be presented by the SPONSOR and the CONSULTANT in a meeting with airport users. The CONSULTANT will furnish one copy of the estimated time schedule to the SPONSOR for printing and disbursement to the users by the SPONSOR. However, it is recognized that neither the CONSULTANT nor the SPONSOR has absolute control over the estimated time schedule presented to any person, group, or organization.

#### **Element 1.17 - Obligations of SPONSOR or AERO to CONSULTANT**

When requested by the CONSULTANT, one copy of all existing data applicable to this project and in the possession of the SPONSOR or AERO or any other agency of government will be furnished at no cost to the CONSULTANT. Existing data will include but not be restricted to the following:

- 1) As-constructed plans.
- 2) Pavement design data/pavement condition index.
- 3) Soil borings, analysis, and classification.
- 4) Drainage design data.
- 5) Topographic notes and maps.
- 6) Approach data and zoning maps.
- 7) Property maps, including fee ownership and easements, and land descriptions.
- 8) All local, state, federal ordinances, regulations, or laws affecting the project.
- 9) Aerial photography, prints, topographic maps, etc.

The SPONSOR or AERO will furnish for projects bid by MDOT, at no cost to the CONSULTANT, standard contract documents for bidders, including but not restricted to the following:

- 1) Notice to contractors (including advertising charges).
- 2) Instructions to bidders.
- 3) All federal, state, or local wage rates as applicable to this project.
- 4) General provisions of the contract.
- 5) Supplemental provisions of the contract.
- 6) Special provisions of the contract (except as may be supplemented by the CONSULTANT).
- 7) Standard construction specifications (except as may be supplemented by the CONSULTANT).
- 8) Standard supplemental specifications (except as may be supplemented by the CONSULTANT).
- 9) Standard testing requirements (except as provided by the CONSULTANT).
- 10) Proposal.
- 11) Construction contract.
- 12) Form of performance and lien bond.
- 13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The SPONSOR or AERO, at no cost to the CONSULTANT, will furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information, and documents furnished by the SPONSOR or AERO will be furnished at the SPONSOR's expense.

#### **Element 1.18 - Conferences and Meetings**

The following conferences and meetings will be attended by the CONSULTANT and the SPONSOR at the location indicated for the purpose of coordination, information, and understanding.

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the SPONSOR and to be held at the project site.
- 2) Progress meetings to be determined by the SPONSOR will be held at the office of the SPONSOR and attended by the CONSULTANT to apprise the SPONSOR of progress, to resolve any problems, to answer questions, and for general coordination.
- 3) Upon completion by the CONSULTANT of final plans, specifications, cost estimates, and engineering report, the CONSULTANT will submit copies to the participating governmental agencies for approvals as required. After reasonable time for review by the SPONSOR and participating governmental agencies, a meeting called by the SPONSOR may be held to review final plans with the SPONSOR and participating governmental agencies at the project site.

- 4) Upon determination of the estimated construction time schedule, a users conference as provided under Element 1.16 is to be called by the SPONSOR, to be held at a location designated by the SPONSOR.
- 5) Upon advertising the project for bids, the CONSULTANT and the SPONSOR or AERO will hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders. Any addendum information necessary will be submitted in a timely manner to the bidding agency by the CONSULTANT. In addition, any bids over the engineers' construction estimate by ten (10) percent or more will be sufficiently justified before proceeding with award or recommended rejected by the CONSULTANT.

## **CONSTRUCTION PHASE (2)**

### **Element 1.20 - Sufficient Personnel**

The CONSULTANT will provide sufficient personnel and services necessary to comply with AERO Project Engineers Manual, the latest revision at the time this Contract is awarded.

### **Element 1.21 - Pre-Construction Conference**

A pre-construction conference called by the SPONSOR or AERO will be held between the SPONSOR, the FAA (if applicable), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the CONSULTANT. This pre-construction conference will be held for the Contractor and CONSULTANT to receive instructions from the SPONSOR and participating/regulatory governmental units, to develop construction schedules, and to coordinate construction.

### **Element 1.22 - General Information and Coordination**

The CONSULTANT will provide information and coordination to the SPONSOR and Contractor as to the understanding of the plans and specifications. The CONSULTANT will not guarantee the performance of the Contractor but will report to the SPONSOR any work and materials which, in the opinion of the CONSULTANT, do not meet the requirements of the plans and specifications. The CONSULTANT will not be responsible for any acts of the Contractor whatsoever but will only pay the contractor for work performed that meets the requirements of the plans and specifications.

### **Element 1.23 - Engineering Survey and Layout as May be Applicable**

The CONSULTANT will take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The CONSULTANT will stake out the work for line and grade. The stake out will consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five (25) feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty (50) feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any

stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

**Element 1.24 - Materials Testing and Shop Drawings**

The CONSULTANT will review and approve material testing reports submitted by the Contractor to determine if test reports meet the requirements of the specifications and will submit two copies of material testing reports to the SPONSOR or AERO. The CONSULTANT will review and approve shop drawings to determine compliance with plans and specifications and will submit two copies of all shop drawings to the SPONSOR or AERO.

**Element 1.25 - Field Tests and Grade Inspection as May be Applicable**

The CONSULTANT will make periodic field tests and grade inspection at the project site to determine, in the opinion of the CONSULTANT, if materials and workmanship conform to the plans and specifications. Field tests will include compaction tests for soils in place; gradation tests for aggregates; extraction tests for bituminous mixtures and compaction tests for in-place bituminous pavements; and slump, entrained air, and yield tests for concrete pavement.

**Element 1.26 - Cost Estimate and Change Orders/Contract Modifications**

The CONSULTANT will prepare periodic cost estimates, change orders/contract modifications, and stop and start orders as may be applicable during the construction period and present three copies of the same to the SPONSOR or AERO for approval and processing. All projects bid through MDOT lettings will have all estimates and contract modifications processed using the FieldManager computer program.

**Element 1.27 - Weekly Reports**

The CONSULTANT will prepare FAA Form 5370-1, Construction Progress and Inspection Report or FieldManager inspector daily reports, and submit copies to the SPONSOR or AERO weekly during the construction period.

**Element 1.28 - Final Inspection**

The CONSULTANT will be present at final inspection, together with the SPONSOR, AERO, participating governmental units, and the Contractor.

**Element 1.29 - Final Quantities - As-Constructed Plans**

The CONSULTANT will compute final pay quantities, prepare as-constructed plans, and update all plan sheets of the current Airport Layout Plan (ALP) that shows work constructed under the project. The As-Constructed Plans will be submitted to the SPONSOR and AERO for approval in an electronic pdf file. The updated ALP will be submitted in paper (22"x 34") and in an electronic pdf file to the SPONSOR and AERO.

**Element 1.30 - Equipment**

The CONSULTANT will furnish all necessary surveying and field testing equipment to accomplish the above named work.

**SUBCONSULTANT SERVICES (3)**



**Element 1.31 - Subconsultant Service**

Any services to be provided by subconsultants will be provided for in a subconsultant agreement, which will meet the written approval of the SPONSOR. Costs of subconsultant services will be included in Element 3.1 – Fee. The CONSULTANT will not apply a fixed fee on any of the costs for subconsultant services.

**ARTICLE 2 – TIME OF BEGINNING AND COMPLETION**

**DESIGN PHASE (1)**

**Element 2.11 - Time of Beginning**

Upon acceptance of this Contract by both the SPONSOR and the CONSULTANT, the CONSULTANT will have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

**Element 2.12 - Time for Completion**

The estimated time for the CONSULTANT to complete the work named in Element 1.11 through Element 1.18 of this Contract, and to submit final plans to the SPONSOR for the SPONSOR's approval is 180 calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

**CONSTRUCTION PHASE (2)**

**Element 2.21 - Time of Beginning**

Provided the Notice to Proceed is issued sufficiently in advance of the start of construction, the CONSULTANT will begin work seven (7) days prior to the effective date of the Notice to Proceed to the Contractor. If not, the CONSULTANT will coordinate the beginning of work with the work of the construction contractor.

**Element 2.22 - Time for Completion**

The CONSULTANT will finish all work under this Contract within thirty (30) days after final acceptance of the construction work by the SPONSOR.

**ARTICLE 3 – PAYMENT**

**Element 3.1 - Fee**

The SPONSOR agrees to pay the CONSULTANT as full compensation for services rendered as set forth in this Contract as follows:

**Phase 1 Design**

Elements 1.11-1.16, and 1.18-1.19 a firm fixed fee of \$297,639.00. A breakdown of the cost is

included as Attachment C.

The SPONSOR will compensate the CONSULTANT for requested printed materials in excess of those identified, in accordance with the following:

Black Print Plan sheets (22" x 34")	<u>\$1.60</u> /sheet
Black Print on White Paper (11" x 17")	<u>\$0.50</u> /sheet
Black Print on White Paper (8.5" x 11")	<u>\$0.10</u> /sheet

**Phase (2) Construction**

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed fee of (to be negotiated as an Amendment to the Contract, upon completion of design and advertising for bids).

The fee described above will be considered payment in full by the SPONSOR to the CONSULTANT for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions. Phase (2) Construction may not be needed if it is determined by the SPONSOR to terminate this Contract at the completion of Phase (1) Design.

**Element 3.2 - Progress Payments**

**Phase (1) Design/Phase (2) Construction**

Progress payments for completed work will be based on the following schedule of payments:

All charges for service will be due and payable upon receipt of invoice by SPONSOR. In the event Phase (1) Design is completed but bids are not received, final payment will be due and payable sixty (60) days after completion of Phase (1) Design.

The CONSULTANT will submit periodic invoices for services rendered. Each invoice will be based upon the proportion of the total service actually completed at the time of billing. The final invoice will be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all Contract requirements have been completed. The SPONSOR will make prompt payments in response to the CONSULTANT's periodic statements.

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

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subconsultant against the SPONSOR

or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to AERO semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the SPONSOR or AERO.

At the end of the State of Michigan fiscal year, the CONSULTANT will submit estimated payment amounts for both the CONSULTANT and contractors working on projects the CONSULTANT is supervising. These amounts will be submitted to the State of Michigan to establish a payable account.

#### **ARTICLE 4 – MISCELLANEOUS PROVISIONS**

##### **Element 4.1 - Miscellaneous Provisions**

The CONSULTANT will follow, insofar as applicable and reasonable and as approved by the SPONSOR, current design standards set forth by the SPONSOR, AERO and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the CONSULTANT has completed that portion of the work to which a particular standard may apply, and in the event the CONSULTANT is required by the SPONSOR to make revisions to completed work to meet revised standards and certification requirements, the CONSULTANT will be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the SPONSOR, AERO, or other participating governmental agency and required to be incorporated in the final plans and documents will not be the responsibility of the CONSULTANT. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the SPONSOR in the performance of this contract will be the responsibility of the SPONSOR, and not the responsibility of the CONSULTANT, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR, provided that nothing herein will be construed as a waiver of any governmental immunity that has been provided to the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR by statute or court decision.

##### **Element 4.2 - Ownership of Documents**

Completed original documents, such as final contract plans, maps and specifications prepared or obtained by the CONSULTANT as provided under the terms of this Contract will be submitted in final form. The final form of the originals will be delivered to and become the property of the SPONSOR. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the CONSULTANT as instruments of service but will be made available, upon request, to the SPONSOR without restriction or limitation on their use.

In the event any of the above documents are revised by the SPONSOR, the nameplates of the CONSULTANT will be removed and the SPONSOR will assume full responsibility for the reuse of these documents.

The original signed and sealed title sheet for projects bid through MDOT will be retained in AERO files. The CONSULTANT will be provided a scanned .tif electronic file for use in completing the as-constructed plan sheets.

**Element 4.3 - Changes in Work**

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work described in this Contract, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Contract. Each amendment will describe the revision or addition of work in detail. The associated cost of the revised or additional work will be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) contained in this Contract will be provided. Any change to the contract time will also be defined in each amendment. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT.

**Element 4.4 - Delays and Extensions**

Changes in the estimated time schedule as may be required by the SPONSOR or the CONSULTANT will be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

**Element 4.5 - Insurance and Liability**

The CONSULTANT will maintain worker's compensation and public liability insurance as required by law and will, upon request, show proof of compliance with this requirement.

**Element 4.6 - General Compliance with Laws**

Unless otherwise specified, this Contract will be governed by the laws of the principal address of the SPONSOR. The CONSULTANT agrees to comply with all federal, state and local laws applicable to the work.

**Element 4.7 - Subletting, Assignment and Transfer**

The SPONSOR and the CONSULTANT each binds themselves, their partners, successors, assignees and legal representatives to the other party to this Contract and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Contract. Neither the SPONSOR nor the CONSULTANT will assign, sublet, or transfer their interest in this Contract without the written consent of the other.

**Element 4.8 - CONSULTANT's Endorsement**

The CONSULTANT will seal and sign all final plans and specifications furnished to the SPONSOR.

**Element 4.9 - Disputes**

All disputes concerning a question of fact in connection with work not disposed of by agreement between the SPONSOR and the CONSULTANT will be settled through standard court actions.

**Element 4.10 - Responsibility for Claims and Liability**

The CONSULTANT will save harmless the SPONSOR, AERO, FAA, or other governmental agencies from all claims and liability due to negligence of the CONSULTANT or its subcontractors, except as provided in Element 4.1.

**Element 4.11 - Assignment of Antitrust Rights**

With regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract, the CONSULTANT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT.

The CONSULTANT will require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

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

**Element 4.12 - Prohibition of Discrimination in State Contracts**

The CONSULTANT hereby agrees to comply with the requirements of Appendix A, attached hereto and made a part hereof.

**Element 4.13 – Additional Provisions**

Additional provisions of this Contract are included as Attachment B.

**Element 4.14 – Non-Construction Requirements**

The CONSULTANT hereby agrees to comply with the requirements of the Non-construction requirements of Attachment F, attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have fixed their hand this day and date first written above.

ACCEPTED BY THE SPONSOR

DocuSigned by:  
Ginger R. Moore  
F288DC18C1534E3...

Witness:

City of Hillsdale  
SPONSOR  
97 Broad Street  
Street Address  
Hillsdale, Michigan 49242  
City, State & Zip Code

BY: Dave Mackie  
FFB69B7502E6449  
Authorized Representative of SPONSOR

.....  
ACCEPTED BY THE CONSULTANT

DocuSigned by:  
Mike Radzinski  
80ED807F79F34AA...

Witness:

RS&H Michigan, Inc.  
CONSULTANT  
436 S Main Street  
Street Address  
Plymouth, MI 48170  
City, State & Zip Code

BY: [Signature]  
B718B935EDBE485  
Authorized Representative

***INCLUDE THIS PAGE IN ALL CONTRACTS!!***

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment B. The preceding is the base contract; no changes may be made to the wordage or numbering without the written approval of the Airports Division, Bureau of Aeronautics and Freight Services.

**SCHEDULE OF ATTACHMENTS**

Attachment A	Prohibition of Discrimination in State Contracts
Attachment B	Additional Provisions
Attachment C	Cost Breakdown
Attachment D	Sketches
Attachment E	Scope of Work/Services
Attachment F	Non-construction contract requirements
Attachment G	Prime CONSULTANT Statement of DBE Subconsultant Payments

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

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

1. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, will contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such



forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this Contract, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency will be notified of such possible remedy and will be given the option by the Civil Rights Commission to participate in such proceedings.
9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

**ATTACHMENT B**

**Additional Provisions**

**NONE**

# **ATTACHMENT C**

## **Cost Breakdown**

## Hillsdale New Terminal Design

<u>Task</u>	<u>Description</u>	<u>Hours</u>	<u>Fee</u>
Task 1	Existing Conditions Documentation	12	\$3,431
Task 2	50% Design Documents (Schematic Design)	129	\$21,150
Task 3	90% Design Documents	189	\$30,791
Task 4	100% Design (Bid) Documents	111	\$16,939
Task 5	Bidding Phase Services	56	\$11,743
		<b>Subtotal RS&amp;H Labor Hours</b>	<b>497</b>
		<b>Subtotal RS&amp;H Labor Fee</b>	<b>\$84,053</b>
<u>Subconsultants</u>			
	Somat		\$33,700
	Alpine		\$12,000
	ARConcepts		\$165,950
		<b>Subtotal Subconsultant Fee</b>	<b>\$211,650</b>
<u>Expenses</u>			
	Travel		\$1,536
	Other		\$400
		<b>Subtotal Expenses</b>	<b>\$1,936</b>
		<b>Total Project Fee</b>	<b>\$297,639</b>

Hillsdale New Terminal Design

		HOURS						HOURS	TOTAL COST (\$)	
		Project Officer	Project Manager	Sr. Water Resources Eng	Water Resources Eng	Sr. Civil Engineer	Civil Engineer			
Burdened hourly rate		\$332.01	\$205.97	\$202.89	\$122.97	\$178.30	\$107.60			
<b>Task 1</b>	<b>Existing Conditions Documentation</b>									
1.1		Project Kick Off Meeting				4		4	\$713	
		Project Management	6						\$1,236	
1.2		Site Survey and Geotechnical Investigation				6		6	\$1,070	
1.3		Development of Revit Model	2					2	\$412	
		<b>Task Total</b>	-	8	-	-	10	12	\$3,431	
<b>Task 2</b>	<b>50% Design Documents (Schematic Design)</b>									
2.1		50% Schematic Design Document Development								
	2.1.1	Civil/Site Schematic Design Documents		6	24	24	40	94	\$12,752	
2.4		50% Design Quality Control Review	1	2		2		5	\$1,094	
2.5		50% Schematic Design Submittal		2				2	\$412	
2.6		50% Schematic Design Review Meeting				4		4	\$713	
2.6		Project Management	6						\$1,236	
2.7		Project Management and Subconsultant Coordination	24					24	\$4,943	
		<b>Task Total</b>	1	32	8	24	30	40	129	\$21,150
<b>Task 3</b>	<b>90% Design Documents</b>									
3.1		50% Design Comment Incorporation			4		4	8	\$922	
3.2		90% Design Document Development								
	3.2.1	Civil/Site Design Documents		4	32	28	56	120	\$15,764	
3.3		Preparation of CSPP and Airspace Review Documentation				2	12	14	\$1,648	
3.5		Final Design Report	1	4		4		9	\$1,857	
3.6		90% Design Quality Control Review							\$0	
3.7		90% Design Document Submittal		2				2	\$412	
3.8		90% Design Review Meeting				4		4	\$713	
3.8		Project Management	6						\$1,236	
3.9		Public/Stakeholder Meeting	8						\$1,648	
3.10		Project Management and Subconsultant Coordination	32					32	\$6,591	
		<b>Task Total</b>	1	48	8	36	38	72	189	\$30,791
<b>Task 4</b>	<b>100% Design (Bid) Documents</b>									
4.1		90% Design Comment Incorporation			4		4	8	\$922	
4.2		100% Design Document Preparation								
	4.2.1	Civil/Site Design Documents		4	20	16	32	72	\$9,567	
4.3		100% Design Quality Control Review	1	2		2		5	\$1,094	
4.4		100% Design (Bid) Document Submittal		2				2	\$412	
4.5		Project Management and Subconsultant Coordination	24					24	\$4,943	
		<b>Task Total</b>	1	26	6	24	18	36	111	\$16,939
<b>Task 5</b>	<b>Bidding Phase Services</b>									
5.1		Pre-Bid Preparation / Meeting				4		4	\$713	
5.1		Project Management	6						\$1,236	
5.2		Inquiries/Clarifications and Addenda		1	2	1	4	8	\$1,058	
5.3		Bid Opening, Review and Recommendation to Award				4		4	\$713	
5.3		Project Management	6						\$1,236	
5.4		Permitting Submittal and Clarifications			4		4	8	\$922	
5.5		Conformed Document Preparation			4		4	8	\$922	
5.6		Project Management	24					24	\$4,943	
		<b>Task Total</b>	-	36	1	10	9	12	56	\$11,743
<b>TOTAL FOR ALL TASKS (RS&amp;H)</b>			3	150	23	94	105	160	497	84,053

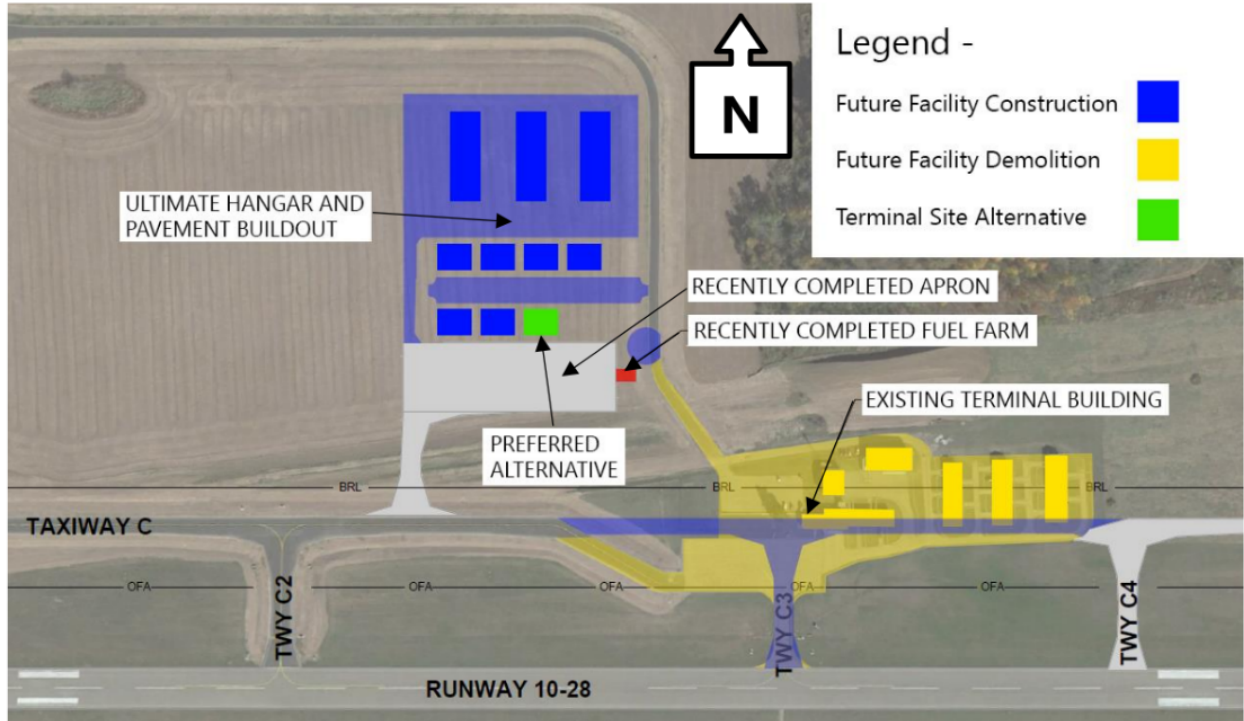
## Hillsdale New Terminal Design

Sub Consultant Effort by Major Task Item	Task 1	Task 2	Task 3	Task 4	Task 5	
Somat	\$ 33,700	\$ -	\$ -	\$ -	\$ -	\$33,700
Alpine	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$12,000
ARConcepts	\$ 15,750	\$ 57,960	\$ 57,960	\$ 21,735	\$ 12,545	\$165,950
<b>TOTAL SUBCONSULTANTS</b>						<b>\$211,650</b>

**ATTACHMENT D**

**Sketch Showing Location of Work to be  
Performed as Part of this Contract**

PREFERRED ALTERNATIVE FOR TERMINAL BUILDING SITING



Source: RS&H, 2022.



**ATTACHMENT E**

**Scope of Work/Services**




# ***Hillsdale Municipal Airport New Terminal Facility***

## ***SCOPE OF WORK***



March 10, 2023  
Hillsdale Municipal Airport  
Hillsdale, Michigan



Prepared by RS&H Michigan, Inc. at the  
direction of City of Hillsdale

## I PROJECT DESCRIPTION

The City of Hillsdale (“Airport” or “JYM”) has requested that RS&H Michigan, Inc. (“RS&H” or “Consultant”) provide a scope and fee proposal for a New Terminal Facility (“Project”) on airport property and will include deliverables for schematic design, construction documents and bidding documents. The proposal will include design and bidding phase services for the construction of the new terminal building, associated parking lot, exterior improvements and utilities necessary to support the function of the facility.

The need for a new terminal facility at the airport has been explained in a Terminal Study Report prepared by RS&H in August 2022. The study determined the preferred location for a new terminal facility and included conceptual floor plans which depicted interior spaces and amenities that are expected within the new facility. RS&H will be using the 2022 Terminal Study Report and programmed floor plans as a basis to begin design of the New Terminal Facility. Design work for the demolition of the existing terminal facility will not be considered part of this project. RS&H also assumes that the preferred location for the New Terminal Facility, noted in the 2022 report and graphically depicted in Figure 1 below, will be the location of the new Terminal Facility.

The following professional disciplines/services/specialties are expected to play a significant role in the development of the Project:

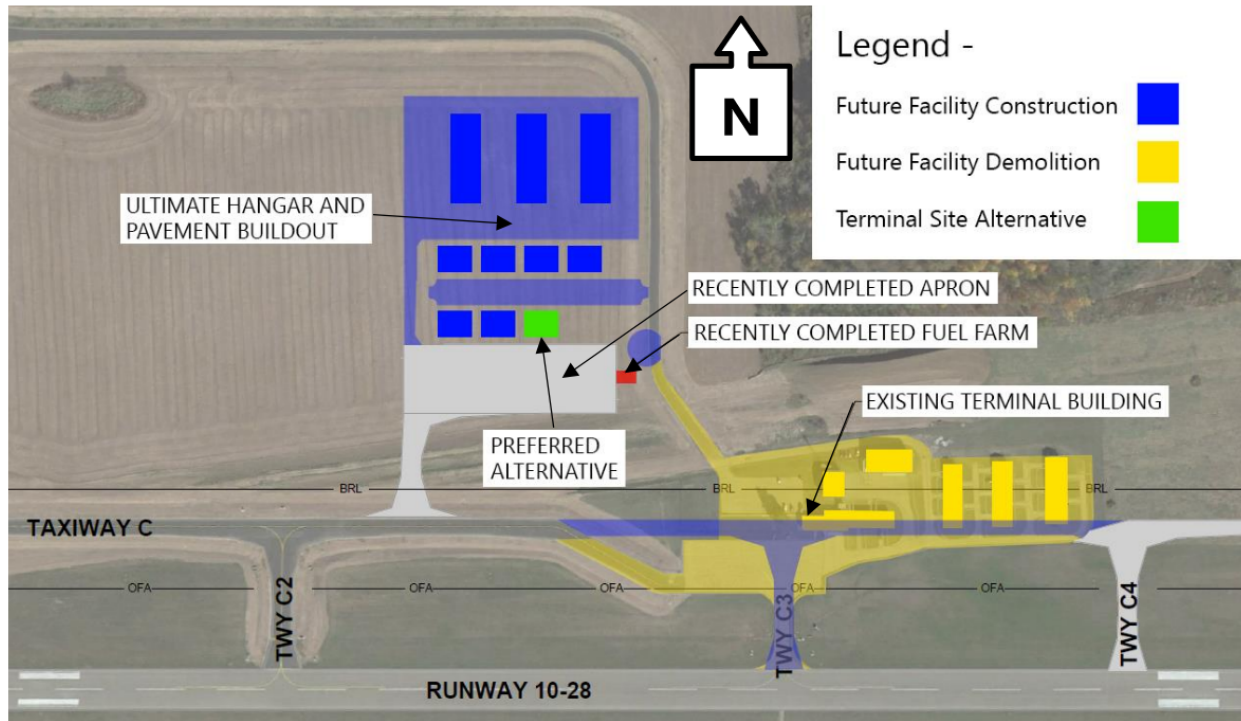
- » Project Management
- » Civil/Site Design Engineering
- » Water/Wastewater Engineering
- » Architectural Design
- » Architecture/Life Safety
  - Door Hardware
  - Accessibility Consultant
  - Millwork
- » Structural Engineering (Terminal Facility)
- » Mechanical Engineering
- » Plumbing Engineering
- » Electrical Engineering (Terminal Facility)
  - Lighting
  - Power
  - Lightning Protection
- » Survey
  - Topographical
  - Subsurface utilities (SUE)
- » Phasing Design
- » Cost Estimating
- » Bid Phase Services

The Consultant design team is made up of the following professionals:

RS&H	Civil, Water/Wastewater Design, Airfield Electrical Design, Project Management, and Quality Control
ARConcepts (ARC)	Architectural Development, Mechanical, Electrical, Plumbing, Structural Engineering, and Cost Estimation
Alpine Engineering	Topographic Survey
SOMAT Engineering	Geotechnical

FIGURE 1:

PREFERRED ALTERNATIVE FOR TERMINAL BUILDING SITING



Source: RS&H, 2022.

**Funding Expectations** – The Project’s total budgeted cost (Design and Bidding Phase services, Construction and Construction Administration services) is estimated to be \$2,500,000. The total project cost may vary significantly as the project design progresses and the scope is further developed. Changes to the programmed construction cost may require changes in the Consultant’s efforts and require adjustments to the compensation indicated in this proposal. The Airport submitted an application to compete for FY 2023 FAA ATP BIL funding for the

construction of the New Terminal Facility. BIL funding was authorized by the FAA in February of 2023. RS&H understands that the construction phase of this project largely hinges on the outcome of the submitted competitive BIL ATP application, which may be as soon as July 31, 2023.

**Project Duration** – The Project’s schedule is defined in the accompanying Project Schedule. The actual schedule may vary significantly as the Project design progresses and the scope is further developed. Changes to the project schedule may require changes in the Consultant’s efforts and require adjustments to the compensation indicated in this proposal.

## II PROJECT TASKS

Most members of the team are planned to be present during the Project Kick-Off meeting and the Pre-Bid meeting. In-person Progress meetings at the Airport will be held at the 50%, 90% and 100% design levels.

### TASK 1 EXISTING CONDITIONS DOCUMENTATION

The intent of this task is to develop the baseline documentation necessary to properly establish, design, model, and document the Project. Specific task breakdowns as follows:

#### Task 1.1 Project Kick-Off Meeting

RS&H will participate in a single kickoff meeting at the Airport, attended by members of the Consultant’s team (RS&H-2, ARC-2) including Architectural, Civil and Water/Wastewater personnel as well as Airport staff that are well versed on this project and able to provide the necessary information to the team. Other members of the design team may join virtually. The workshop will define, among others:

- » Project goals and client expectations
- » Describe the methods by which the project will be performed.
  - Design standards
  - Naming conventions
- » Consider budget and funding availability as it relates to phasing considerations.
- » Understand other ongoing work that may impact the Project.
- » Refine the design and construction schedule.

#### Task 1.2 Site Survey and Geotechnical Investigation

RS&H shall coordinate the following efforts to establish the baseline parameters for the layout and configuration of proposed Project.

#### Task 1.2.1 Site Survey

The consultant shall coordinate the execution of a topographic survey covering all building exterior areas considered as part of this Project.

#### Task 1.2.2 Geotechnical Testing and Report

The consultant shall coordinate the execution of a geotechnical investigation encompassing the identified areas considered as part of this project. The geotechnical report and recommendations will be the basis for the conceptualizing of structural foundation elements associated with the Project.

### **Task 1.3 Development of Revit Model**

The Consultant, based on the information obtained in Task 1.2, will develop/update a baseline BIM/Revit model to be used and updated throughout the design process towards the development of the construction documents.

## **TASK 2 50% DESIGN DOCUMENTS (SCHEMATIC DESIGN)**

Performance of this Task will define the general design parameters of scope, scale, and relationship of components of the Project. It is anticipated that the schematic design will be a refined hybrid of the conceptual designs labeled “Option B” and “Option C” provided in the Terminal Study Report.

The Consultant shall define the aesthetic design of the Project through considerations of scale, function, massing, exterior and interior appearances. Variations of materials and design elements will be evaluated based on preferences and affordability by the Airport and direction will be given for further refinement during the Design Development phase. The Consultant will perform an initial life/safety assessment to ensure code compliance.

Documentation will include 50% construction plans, sections, elevations, and/or written descriptions. Specific task breakdowns are as follows:

### **Task 2.1 50% Schematic Design Document Development**

Consultant shall prepare drawings, technical specifications, and calculations, necessary to effectively identify, evaluate, and resolve specific elements of the project for a technically sound and economically complete project. Included will be documentation relative to the following disciplines:

#### Task 2.1.1 Civil/Site Schematic Design Documents

Design development level documentation of the geometry, drainage, utility plans and, stormwater detention basin(s) and sections and details for the Project.

#### Task 2.1.2 Airfield Home Run and AWOS Control Design Documents

Design development level documentation of the airfield electrical homerun extension, modifications necessary to the existing airfield electric vault, and new systems necessary inside the New Terminal Facility to operate the existing airfield lighting and AWOS systems from the new terminal facility.

#### Task 2.1.3 Architectural Design Documents (Terminal Facility)

Design development level documentation of the space layout, functional features, envelope, exterior and interior appearance and related plans, sections, and details for the Project. Life/safety elements of the Project will be accounted for and addressed. Design elements should describe and illustrate the aesthetic character of the building and associated components.

#### Task 2.1.4 Interiors Design Documents (Terminal Facility)

Interior design services during this phase consist of continued development of interior design outline specifications or materials lists to establish final scope and preliminary details relative to: Interior construction of the project; special interior design features; furniture, fixtures and equipment selections; materials, finishes, and colors.

#### Task 2.1.5 Structural Design Documents (Terminal Facility)

Design development level documentation of the structural systems, foundations, floor and roof framing, lateral framing and related plans, sections, and details for the Project.

#### Task 2.1.6 Mechanical HVAC Design Documents (Terminal Facility)

Design development level documentation of heating, ventilation, air conditioning and building automation system.

#### Task 2.1.7 Plumbing Design Documents (Terminal Facility)

Design development level documentation of roof drainage system, water supply system and sanitary system.

#### Task 2.1.8 Electrical Design Documents (Terminal Facility)

Design development level documentation of power service and lighting.

#### Task 2.1.9 Low Voltage/Security Design Documents (Terminal Facility)

Design development level documentation of security, fire alarm, communication, and premise distribution systems.

### **Task 2.2 50% Code and Permitting Coordination with AHJs**

The Consultant shall continue coordination with Authorities Having Jurisdiction (AHJs) relative to Building Code, Fire Code and Life Safety. Impacts on project scope and strategies to accommodate requirements will be further refined.

**Task 2.3 50% Rough Order of Magnitude (ROM) Opinion of Probable Construction Costs**

The Consultant will furnish a ROM Opinion of Probable Construction Cost for the 50% Design documentation.

**Task 2.4 50% Design Quality Control Review**

The Consultant shall conduct in-house quality control reviews of this construction document stage submittal. The review shall cover the 50% Design Plans, Specifications, and Opinion of Probable Construction Cost prior to submittal to the Airport.

**Task 2.5 50% Design Document Submittal**

The Consultant will prepare and submit the following electronic files to the Airport:

- » 50% Construction Drawings (.pdf)
- » 50% Specifications (.pdf)
- » 50% Design Report (.pdf)
- » ROM Opinion of Probable Construction Cost (.pdf)

**Task 2.6 50% Design Review Meeting**

The Consultant shall coordinate and attend one (1) meeting at the Airport to review this 50% Design phase submittal (RS&H-2, ARC-2). Within two weeks of the meeting, the Airport/Stakeholders will provide any additional written comments to the Consultant that may affect the direction of the project. The following representatives from the Consultant team will participate in the meeting:

- » Project Manager
- » Project Civil Engineer
- » Project Architect
- » Junior Project Architect
- » Structural Engineer (via teleconference)
- » Mechanical Engineer (via teleconference)
- » Electrical Engineer (via teleconference)
- » IT/Security Systems Engineer (via teleconference)

**Task 2.7 Project Management and Subconsultant Coordination**

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the team's efforts including assembly and coordination of all documentation.



### TASK 3 90% DESIGN DOCUMENTS

The 90% Design Documents Phase will be based on the approved documents developed in the 50% design phase of this scope. The following elements further define the proposed scope of work in the construction document phase. The documents will include Drawings and Specifications that establish, in detail sufficient for production of shop drawings and construction, the configuration and quality of the materials, components and systems required for the Project. Specific task breakdowns are as follows:

#### Task 3.1 50% Design Comment Incorporation

The Consultant shall review all comments received from the Airport/Stakeholders during the 50% design submittal and incorporate applicable comments into plans and specifications during this construction document phase.

#### Task 3.2 90% Design Document Development

Consultant shall prepare drawings, technical specifications, calculations, and updated design report, necessary to effectively identify, evaluate, and resolve specific elements of the project for a technically sound and economically complete project. Included will be documentation relative to the following disciplines:

##### Task 3.2.1 Civil/Site Design Documents

Design and final documentation of the geometries, drainage and utilities systems, stormwater detention basin(s) and plan and section details for the project. This task will include the development of a construction safety and phasing plan (CSPP).

##### Task 3.2.2 Airfield Home Run and AWOS Control Design Documents

Design and final documentation of the airfield electrical homerun extension, modifications necessary to the existing airfield electric vault, and new systems necessary inside the New Terminal Facility to operate the exiting airfield lighting and AWOS systems from the New Terminal Facility.

##### Task 3.2.3 Architectural Design Documents

Design and final documentation of architectural elements of the project such as space layout, functional features, envelope, exterior and interior appearance and related plans, building elevations, building sections, wall sections, and details. All life safety considerations will be completed at this stage. The construction documents shall describe and illustrate the final development of the aesthetic character of the building, associated components, and details.

##### Task 3.2.4 Interiors Design Documents

Design and final documentation of interior design elements of the project such as space layout, functional features, furnishings, furniture and equipment schedules and related plans, sections and details.

#### Task 3.2.5 Structural Design Documents (Terminal Facility)

Design and final documentation of structural foundation, framing, roofing, and seismic bracing systems.

#### Task 3.2.6 Mechanical HVAC Design Documents

Design and final documentation of heating, ventilation, air conditioning and building automation system.

#### Task 3.2.7 Plumbing Design Documents

Design and final documentation of roof drainage system, water supply, sanitary system, kitchen systems and toilet room systems.

#### Task 3.2.8 Electrical Design Documents (Terminal Facility)

Design and final documentation of power service and lighting.

#### Task 3.2.9 Low Voltage/Security Design Documents

Design and final documentation of IT Infrastructure and premise distribution systems.

### **Task 3.3 Preparation of CSPP and Airspace Review Documentation**

The Consultant shall coordinate with the FAA for preparation of the Construction Safety and Phasing Plan and Form 7460 submittal.

### **Task 3.4 Final Rough Order of Magnitude (ROM) Opinion of Probable Construction Costs**

The Consultant will furnish a Final ROM Opinion of Probable Construction Cost for the 90% Design documentation.

### **Task 3.5 Final Design Report**

The Consultant will refine the Schematic Design Engineers Report developed in the 50% design phase and update all information, design decisions, ROM opinion of probable construction costs, and back-up documentation developed under Task 2 and 3 into a Final Design Report. The report will clearly define all aspects of the Project, the final floor plan, complete site plan, equipment lists and requirements, exterior renderings and all other illustrations.

### **Task 3.6 Quality Control Review**

The Consultant shall conduct in-house quality control reviews of this construction document stage submittal. The review shall cover the 90% Design Plans, Specifications, Final Design Engineer's Report and Final Opinion of Probable Construction Cost prior to submittal to the Airport.

### **Task 3.7 90% Design Document Submittal**

The Consultant will prepare and submit the following electronic files to the Airport:

- » 90% Construction Drawings (.pdf)

- » 90% Specifications (.pdf)
- » Final Design Engineer's Report (.pdf)
- » Final ROM Opinion of Probable Construction Cost (.pdf)

### **Task 3.8 90% Design Review Meeting**

The Consultant shall coordinate and attend one (1) meeting at the Airport to review this 90% Design phase submittal (RS&H-2, ARC-2). Within two weeks of the meeting, the Airport/Stakeholders will provide any additional written comments to the Consultant that may affect the direction of the project. The following representatives from the Consultant team will participate in the meeting:

- » Project Manager
- » Project Civil Engineer
- » Project Architect
- » Junior Project Architect
- » Structural Engineer (via teleconference)
- » Mechanical Engineer (via teleconference)
- » Electrical Engineer (via teleconference)
- » IT/Security Systems Engineer (via teleconference)

### **Task 3.9 Public/Stakeholder Meeting**

The Consultant will attend one (1) public/stakeholder meeting in Hillsdale, MI supporting the City in discussing the project with the public or public interest groups and stakeholders. (RS&H-2) RS&H will assist the City in clarifying and answering questions from the public/stakeholders. This is likely to occur at a City Council Meeting or other community held event.

### **Task 3.10 Project Management and Subconsultant Coordination**

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the team's efforts including assembly and coordination of all documentation.

## **TASK 4 100% DESIGN (BID) DOCUMENTS**

The 100% Construction Documents Phase will be based on the approved 90% Design Development Phase documents. Specific task breakdowns are as follows:

### **Task 4.1 90% Design Comment Incorporation**

The Consultant shall review all comments received from the Airport/Stakeholders during the 90% design submittal and incorporate applicable comments into plans and specifications during this construction document phase.

**Task 4.2 100% Design Document Preparation**

Consultant shall prepare drawings, technical specifications, and calculations as necessary to effectively identify, evaluate, and resolve specific elements of the project for a technically sound and economically complete project. Included will be documentation relative to the following disciplines:

- » Architectural Design
- » Civil/Site Design
- » Airfield Lighting and AWOS Control Design
- » Interiors Design
- » Structural Design
- » Mechanical/HVAC Design
- » Plumbing Design
- » Electrical Design
- » Low Voltage/Security Design

**Task 4.3 Quality Control Review**

The Consultant shall conduct in-house quality control reviews of this construction document stage submittal. The review shall cover the 100% (Bid) Plans and Specifications, prior to submittal to the Airport.

**Task 4.4 100% Design (Bid) Document Submittal**

The Consultant will prepare and submit the following electronic files to the Airport:

- » 100% Design (Bid) Drawings (.pdf)
- » 100% Design (Bid) Specifications (.pdf)

**Task 4.5 Project Management and Subconsultant Coordination**

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the team's efforts including assembly and coordination of all documentation.

**TASK 5 BIDDING PHASE SERVICES**

Following the completion of the construction document phase, these efforts will occur during the process of bidding and permitting. Specific tasks are as follows:

- » Assist the Airport in preparing for and running the Pre-Bid Meeting.
- » Respond to inquiries/clarifications and issue Addenda.
- » Review bids and provide a letter of Recommendation to Award.
- » Submit the project for permit and respond to inquiries.

- » Prepare conformed documents for construction.

### **Task 5.1 Pre-Bid Preparation/Meeting**

The Consultant shall coordinate with the Airport to prepare an agenda, attend (RS&H-2, ARC-1), and participate in the Pre-Bid Meeting with potential bidders. The intent will be to review the project and direct any questions to be submitted in writing for official response. The meeting will be conducted at the airport and will include a site inspection. The following members of the Consultant team will be present:

- » Project Manager
- » Project Civil Engineer
- » Project Architect (via teleconference)
- » Structural Engineer (via teleconference)
- » Mechanical Engineer (via teleconference)

### **Task 5.2 Inquiries/Clarifications and Addenda**

The Consultant will respond to questions, clarifications, RFIs and substitutions from bidders and will issue addenda to clarify and modify the project. Consultant shall provide up to two (2) addenda during this process. All addenda will be approved by the Client prior to being issued.

### **Task 5.3 Bid Opening, Review and Recommendation to Award**

The Consultant shall attend and assist at the bid opening, reviewing the bid proposals and assisting in the Recommendation to Award aggregating the bid proposals in a ranked matrix and provide the brief summary to the airport.

### **Task 5.4 Permitting Submittal and Clarifications**

The Consultant will prepare and provide documents for permitting; respond to questions, clarifications, and code considerations from permitting officials; and issue addenda as necessary.

### **Task 5.5 Conformed Document Preparation**

The Consultant shall update construction documents to include all required modifications indicated during the bidding and permitting processes. This conformed set of documents will be provided to the contractor and the airport as the baseline for construction activities.

### **Task 5.6 Project Management**

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the team's efforts including assembly and coordination of all documentation.

### III MEETINGS AND PRESENTATIONS

The following meetings and presentations will be attended as part of this proposal:

Task	Presentation / Meeting / Site Visit	Total Meetings	In-Person Attendees	Teleconference/ Web-Based Attendees
1.1	Project Kickoff Meeting	1	4	3
2.7	50% Schematic Design Review Meeting	1	4	4
3.8	90% Design Review Meeting	1	4	4
3.9	Public Stakeholder Meeting	1	2	3
5.1	Pre-Bid Meeting	1	2	3
5.3	Bid Opening, Review and Recommendation to Award	1	2	0

### IV DELIVERABLES

The following deliverables will be submitted as part of this proposal:

Task	Deliverable	Information Included	Format
2	50% Schematic Design	Drawings, TOC Specs, 50% Design Report, ROM Opinion of Probable Cost	.pdf
3	90% Design Documents	Drawings, Specifications, Final Engineer's Design Report, ROM Opinion of Probable Cost	.pdf
5	100% Design (Bid) Documents	Drawings, Specifications	.pdf
6	Bidding Phase	As Necessary	

### V PROPOSED PROJECT SCHEDULE

The following schedule is proposed for this scope of work:

- » Notice-to-Proceed March 2023
- » Geotechnical and Topographic Survey April 2023
- » 50% Schematic Design Submittal April 2023
- » 90% Design Document Submittal May 2023
- » 100% Design (Bid) Document Submittal June 2023
- » Bid Opening July 2023

### VI ASSUMPTIONS AND EXCLUSIONS

The following items are excluded from this Scope of Work unless otherwise noted:

- » Concept alternatives beyond the number indicated above.
- » Meetings and presentations beyond the number indicated above.

- » Analyses, studies and design of fire protection/sprinkler systems
- » NEPA documentation.
- » Conceptual 3D renderings.
- » Project representation beyond basic services.
- » Preparation of bid forms.
- » Furniture/ Fixtures/ Equipment specifications and final selections / finishes and quoting services.
- » Analyses, studies and design of additional terminal apron or taxiway pavement beyond the tie-ins and local modifications necessary to install a terminal facility adjacent to the new apron.
- » Analyses, studies and design of additional or rehabilitation of roadway pavement beyond the tie-ins and local modifications necessary to install a parking lot and entrance roadway immediately north of the new terminal facility.
- » Analyses, studies and design of high-mast apron lighting beyond lighting that may be requested to be installed on the New Terminal Facility.
- » Analyses, studies and design of aircraft gate positions, and future passenger boarding bridges beyond that required to ensure the safe and efficient taxiing of aircraft near the new terminal facility once constructed. This includes striping for parking positions.
- » Landscape Design beyond shrubbery and non-wildlife attracting ornamental landscape area surrounding the New Terminal Facility.
- » Airfield electrical lighting improvements.
- » Construction Phase Services (to be included in a future proposal)
- » In providing opinion of probable construction cost, the Airport understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or a Contractor's method of pricing, and that the Consultant's opinion of probable construction costs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.
- » RS&H will only perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals (including but not limited to sampling, handling and remediating) to the extent the City of Hillsdale specifically directs, in writing, RS&H to perform such services/work, and RS&H shall not be liable for the nonperformance of such services/work.

## VII PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide the above referenced services for a Lump Sum Fee of \$297,639.00. See Attachment A for a breakdown of costs.

Should scope items/activities/efforts/durations be modified at the request of the City or need to be adjusted based on design/construction scheduling, the Consultant Team will need to modify the fee to accommodate the changes. Such changes will be compensated through an amendment (through Additional Services requested by the Consultant) to the Task Order or similar vehicle. Effort, fee, and schedule adjustments resulting from a change in scope will be assessed and approved by the City prior to the execution of the change.





46892 West Road, Suite 109  
Novi, Michigan 48377  
Phone: (248) 926-3701  
Fax: (248) 926-3765  
Web: www.alpine-inc.net

December 21, 2022

Alex DeHaan, PE  
Aviation Engineer  
436 S. Main St.  
Plymouth, MI 48170

**Alpine Engineering, Inc. Proposal No. 20-133.2**

For: Hillsdale Municipal Airport, New Terminal Building Topographic Survey RFP  
Hillsdale, Hillsdale County, Michigan

Dear Alex:

We are pleased to provide this proposal for Professional Land Surveying Services for the above referenced site. Per the information provided by you, we offer the following scope of services.

**Scope of Services**

Alpine will provide a topographic survey for the construction of a new Terminal Facility per the scope of services and request for proposal exhibit provided, dated December 19, 2022. The proposed survey limits are approximately 24 acres.

**Cost of Services**

Alpine Engineering, Inc. will perform the services described above in accordance with the attached Terms and Conditions and according to the following schedule.

Topographic Survey     \$12,000 Fixed Fee

Alex, we appreciate the opportunity to provide you with this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,  
Alpine Engineering, Inc.

Ginger Michalski-Wallace, PS



46892 West Road, Suite 109  
Novi, Michigan 48377  
Phone: (248) 926-3701  
Fax: (248) 926-3765  
Web: www.alpine-inc.net

## FEE SCHEDULE

Effective August 1, 2021

### Professional Services

Firm Principal . . . . .	\$175.00 / hour
Project Manager . . . . .	\$150.00 / hour
Senior Design Engineer . . . . .	\$130.00 / hour
Design Engineer . . . . .	\$110.00 / hour
Senior Project Surveyor. . . . .	\$130.00 / hour
Project Surveyor . . . . .	\$110.00 / hour
Survey Crew . . . . .	\$170.00 / hour
Administrative Assistant . . . . .	\$ 60.00 / hour

### Additional Internal Fees

Engineering Copies (24" x 36") . . . . .	\$ 3.00 per sheet
Engineering Mylar (24" x 36") . . . . .	\$ 15.00 per sheet
Photocopies . . . . .	\$ 0.10 per sheet
Mileage . . . . .	\$ 0.60 per mile

### Additional External Fees

Outside printing/ shipping fees . . . . .	Cost + 15%
Professional sub-consultants . . . . .	Cost + 15%

Any time over 8 hours per day is at 1.5 times the hourly rate listed above.

Saturdays, Sundays and Holidays are 1.5 times the hourly rate listed above.

December 29, 2022  
P220147A

Mr. Alex DeHaan, P.E.  
RS&H  
436 S. Main Street  
Plymouth, Michigan 48170

RE:            Proposal to Perform Geotechnical Investigation  
                 New Terminal Building  
                 Hillsdale Municipal Airport  
                 Hillsdale, Michigan

Dear Mr. DeHaan:

We are pleased to provide this proposal to perform a geotechnical investigation for the proposed terminal building at the Hillsdale Municipal Airport in Hillsdale, Michigan. This proposal has been prepared based on our review of the Request for Proposal (RFP) and project information provided via e-mail on December 21, 2022, our experience with similar projects, and our knowledge of the prevailing soil conditions within this area. The following sections outline our understanding of the project and present our proposed scope of services based on the project requirements, our professional fee, and the estimated timeframe to complete our services.

## **PROJECT INFORMATION**

Hillsdale Municipal Airport is located at 1727 Airport Road in Hillsdale, Michigan. The airport property is generally located on the south side of State Road between Bridge Road and North Lake Pleasant Road.

The project consists of the design of a new terminal building at the airport. The new terminal facility will abut an existing concrete aircraft apron located in the middle north part of the airfield. The new terminal facility is expected to be constructed using a stick-frame or pre-engineered metal building and will be a maximum of 2,000 square feet in plan area. The anticipated maximum column load for foundation design will be 100 kips. A new parking lot and access road is expected to be constructed on the north side of the proposed terminal (size yet to be determined) for public vehicular parking and may support occasional airport snow removal equipment operations.

The scope of this geotechnical investigation involves obtaining subsurface information for the design of the proposed building and associated parking lot and access road pavement. The geotechnical investigation will consist of performing a total of ten (10) soil borings, including six (6) soil borings for the proposed terminal building foundations, each extending to a depth of 20 feet below existing grades and four (4) soil borings, each extending to a depth of 10 feet below grade for the proposed pavement.

Further, we understand laboratory California Bearing Ratio (CBR) tests have been requested to assist in the design for the new pavement. A total of five (5) CBR tests will be performed on the existing subgrade material. Given the significant amount of bulk material needed to perform CBR tests (and their associated Proctor tests), we will need to collect additional bulk soil samples by augering adjacent boreholes in close proximity to the borings.

Further, we understand pavement section recommendations are also requested for the new parking lot and access road. Two sections are requested, including light duty (passenger vehicle only) and heavy duty (SRE vehicle traffic). No aircraft traffic will be using this pavement. In order to analyze the pavement sections, we will need traffic data such as Average Daily Traffic, number of vehicles, frequency/loading of SRE vehicles, anticipated service life, etc. Further, the recommended pavement sections will include thicknesses of layers and general type of material. It will not include recommended mix designs.

## **OBSERVATIONS AND ASSUMPTIONS**

Our proposal is also based on the following observations and assumptions:

- We understand that access to the airport operations area (AOA) will not be required for this project. Access into the airport will be coordinated through RS&H and therefore, no formal badging process is required. We will provide any necessary information required by the airport to satisfy their security requirements.
- Somat will locate and stake the soil borings in the field prior to our fieldwork.
- Somat will contact MISS DIG for underground utility clearance; however, they may not mark their utilities within this section of the airport. RS&H will assist us with coordination in locating private airport/FAA utilities at the boring locations.
- All fieldwork will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).
- No traffic control will be required.
- No pavement coring or brush clearing will be required.
- All fieldwork will be performed under one (1) mobilization.
- All fieldwork operations will be supervised full-time by a Somat representative.
- An all-terrain vehicle (ATV) mounted drill rig will be required to access the boring locations.
- Excess soil cuttings will be spread evenly in grass areas at the site. No offsite disposal is anticipated. As such, we have not included in this proposal any fees for offsite disposal which includes containerizing the drilling fluids or soil cuttings in drums, chemical characterization of the soil cuttings, transportation of soil, or proper disposal of these soils at a landfill.
- Coordinates of all the as-drilled locations will be recorded using a hand-held GPS unit. Ground surface elevations and coordinates for this project will be provided by RS&H upon completion of survey, or we will estimate elevations and coordinates from existing topographic data (if available).
- We anticipate three (3) days of fieldwork to complete the scope.
- Field operations are expected to be authorized in February 2023. It should be cautioned that, depending on the weather conditions prior to drilling, frost may be present and may skew the



strength information for the pavement subgrade soils. Ideally, soil borings for pavement design should be performed after the spring thaw.

- For seismic consideration, conservative spectral response acceleration parameters will be provided as an estimated range of values based on published information and soils encountered during the investigation. We will also provide a recommended Site Seismic Classification based on the deepest 20 feet of soil information and other geologic data from published references. The International Building Code (IBC) classification is based on the upper 100 feet of soil/rock at a site. In order to strictly comply with the definition, one of the soil borings will need to be extended to the 100-foot depth (not included in this proposal).

## **PROPOSED SCOPE OF WORK**

### **Preparatory Work:**

- Review the project plans and coordinate the final location for the soil borings.
- Prepare a site-specific Health and Safety Plan (HASP).
- Obtain access to the airport through RS&H.
- Stake the soil boring locations in the field.
- Arrange for underground utility clearances through the MISS DIG system and through RS&H and airport personnel for private and FAA utility lines.
- Coordinate the fieldwork schedule with RS&H and airport personnel for site access.

### **Fieldwork:**

- Mobilize a drill rig and crew to the site.
- Perform a total of ten (10) soil borings as described above, for a total of 160 lineal feet of drilling.
- Obtain samples through split-barrel SPT testing in accordance with ASTM D1586 procedures. Samples at 2.5-foot intervals to a depth of 15 feet below existing grades, and at 5-foot intervals thereafter, to the termination depths of the soil borings.
- Obtain up to four (4) Shelby tube samples from the soil borings within the proposed building footprint, where suitable clay soils are present.
- Collect five (5) bulk subgrade samples for laboratory CBR testing.
- Observe groundwater levels both during drilling and upon completion of drilling.
- Backfill the boreholes with soil cuttings and bentonite chips, and restore the surface to the best of our ability.
- Any excess soil cuttings will be spread evenly on non-paved areas around the site.

### **Laboratory Testing:**

- Visually classify soil samples in accordance with the Unified Soil Classification System.
- Perform Loss-On-Ignition (LOI) tests on any soils appearing to or suspected to contain excessive organic material.
- Perform natural moisture content determinations on portions of cohesive soil samples.
- Estimate unconfined compressive strengths by performing pocket penetrometer tests on samples of cohesive soils.



- Perform unconfined compressive strength tests on Shelby tube samples; a maximum of four (4) tests.
- Perform Atterberg Limits tests on select cohesive samples, up to eight (8) tests.
- Perform five (5) CBR tests per ASTM D1883 on the bulk subgrade materials from the borings, with three in a soaked condition and two in an unsoaked condition. The testing will include a Standard Proctor test (ASTM D1557) on each of the samples to determine the optimum moisture content and maximum dry density to perform the CBR tests.

### **Deliverables:**

Analyze field and laboratory data, and prepare a geotechnical investigation report including the following:

- Description of the field investigation and laboratory testing procedures,
- Description of the site, soil, and groundwater conditions,
- Logs of the soil borings and a boring location diagram,
- Results of the laboratory tests,
- Shallow foundation recommendations including foundation type, bearing depths and elevations, allowable bearing pressure, frictional resistance, and anticipated settlement,
- Site preparation recommendations and excavation considerations,
- Site Seismic Classification, in accordance with the Michigan Building Code and IBC, and published spectral response acceleration parameters based on the site class and soils encountered,
- Discussion on suitability of subgrade soils for support of pavement,
- Geotechnical-related recommendations for the construction of the proposed pavement,
- Recommended pavement sections for new parking lot and access roads, both light duty (passenger vehicle only) and heavy duty (SRE vehicle traffic) sections,
- Geotechnical recommendations for pavement and floor slab design, including estimated CBR, subgrade resilient modulus ( $M_R$ ), and modulus of subgrade reaction ( $k$ ) values,
- Engineered fill recommendations, and
- Construction considerations related to the soil and groundwater conditions.

### **LIMITATIONS**

Our scope of work is strictly geotechnical and will not include any environmental exploration for the presence or absence of wetlands, contamination, hazardous or toxic materials in the air, surface water, groundwater, or soil, in or around the site area. Should the observations of our field crew indicate the presence or likelihood of contamination, we will notify your office as soon as practicably possible. We will also take necessary measures to protect human health, safety, and the environment.

### **PROFESSIONAL FEE**

We propose to perform the above geotechnical scope of work for a **Lump Sum Fee of \$33,700.**



This fee is valid for 90 days from the date of this proposal. We will obtain prior authorization before performing any additional work.

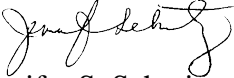
## SCHEDULE

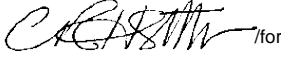
We understand Notice to Proceed is expected in February 2023. Based on current conditions, driller availability has been about 3 to 4 weeks out, especially for an ATV drill rig. Once scheduled, we anticipate 3 days to complete the drilling operations. Laboratory testing will generally be completed in 2 weeks, though soaked CBR tests will require a longer time to complete. A draft geotechnical report can be submitted ahead of the completion of the laboratory CBR tests, if required.

## GENERAL

We appreciate the opportunity to submit our proposal for your review and consideration and we look forward to providing geotechnical engineering services to you on this project. Upon your review, should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,  
**Somat Engineering, Inc.**

  
Jennifer S. Schmitzer  
Geotechnical Services Manager

 for  
Jonathan D. Zaremski, PE  
Vice President

JSS/JDZ



Date: March 5, 2023

Client Code RSH  
 Purchase Order / Contract No. xxxxxxx  
 Issue No. **RSH22076.01r2**

To: Mr. Michael Rudzinski, AIA, NCARB, CM  
 Project Manager  
 RS&H Michigan, Inc.  
 436 S. Main Street  
 Plymouth, MI 48170  
 734-456-7070 / M. 734-516-6955  
[Mike.rudzinski@sandh.com](mailto:Mike.rudzinski@sandh.com)

Re: HILLSDALE MUNICIPAL AIRPORT  
 NEW TERMINAL DESIGN  
 HILLSDALE, MICHIGAN

For: ARCHITECTURAL / ENGINEERING SERVICES

Project No.: RSH22-076

Period: INITIAL QUOTE

Item	Description	Amount
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RS&H has requested arconcepts to prepare a quote for Architectural / Design and MEP Building Engineering Services. Construction Drawings shall be provided for use in Obtaining Plan Reviews / Permits from the City of Hillsdale and Hillsdale Municipal Airport (JYM), and sufficient documentation for use in the Construction of the Project. **Scope of work requested of arconcepts is limited to the Terminal Facility only.:**

Design  
 Architectural  
 Electrical / Lighting  
 (Site Electrical / Lighting with reference to Building Footprint only)  
 IT Layout  
 HVAC  
 Plumbing

Outside of architects Scope of Work:  
 Security Systems Engineering  
 Fire Protection Design / Engineering  
 Those listed as 'Not included.'

**PROJECT DESCRIPTION**

Project consists of an approximately 2100 SF Terminal Building for use as Administrative Offices, Pilot Area, Waiting Area, and miscellaneous Building Services.

The potential to connect this structure to future adjacent Hangar Buildings will be further defined.

The following Proposal of Services, as described, is in part taken from the Master Agreement / Proposal of RS&H as provided to arconcepts for inclusion in this document.



## DESCRIPTION OF SERVICES

### PROJECT TASKS

Most members of the team are planned to be present during the Project Kick-Off meeting and the Pre-Bid meeting. In-person Progress meetings at the Airport will be held at the 30%, 60% and 90% design levels.

#### TASK 1 PRE-PROJECT

The intent of this task is to develop the baseline documentation necessary to properly establish, design, model, and document the Project. Specific task breakdowns as follows:

##### Task 1.1 Project Kick-Off Meeting

Arconcepts will participate in a single kickoff meeting at the Airport. The meeting will define, among others:

- Project goals and client expectations
- Describe the methods by which the project will be performed.
  - o Design standards
  - o Naming conventions
- Refine the design and design schedule.

##### Task 1.2 Site Survey and Geotechnical Investigation

RS&H shall be responsible for, and coordinate, the requirements of this section.

##### Task 1.3 Development of Revit Model

The Consultant, based on the information obtained in Task 1.3, will develop/update a baseline BIM/Revit model to be used and updated throughout the design process towards the development of the construction documents.

#### TASK 2 50% DESIGN DEVELOPMENT (DD) DOCUMENTS

The Design Development Phase will be based on the prior RS&H Preliminary Concept Design for overall design and design of the structure. Performance of this Task will define the general design parameters of scope, scale, and relationship of components of the Project. Documentation will include 50% construction plans, sections, elevations, and/or written descriptions. Specific task breakdowns are as follows:

##### Task 2.1 Concept Refinement

Arconcepts will refine the selected floor plan to incorporate any approved/relevant comments from the preliminary workshop. The concept refinement will result in a greater level of detail and will be represented in further developed building interior plans, exterior elevations, architectural design elements, vignettes of areas of interest, engineering systems. Included will be a refined building code analysis to ensure that the refined concept meet applicable standards.

The deliverable will be an updated floor plan showing the preferred terminal floor plan layout.

##### Task 2.2 Floor Plan Submittal

The Consultant will prepare and submit the following electronic files to RS&H for their submission to the Airport:

- Refined Conceptual Floor Plan (.pdf)

##### Task 2.3 Document Review Meeting (Virtual)

Arconcepts will participate in a virtual concept review workshop meeting. The intent will be for the Consultant to present the refined concept and solicit comments. It is expected that Airport input will be provided so that the Project can move into schematic design. Any relevant discussion from the meeting will be documented and used to further refine the Project during design. An architectural theme will be selected at this level of design.

##### Task 2.4 50%(DD) Architectural Design

Arconcepts shall define the aesthetic design of the Project through considerations of scale, function, massing, exterior and interior appearances. Variations of materials and design elements will be evaluated based on

arconcepts

preferences and affordability by the Airport and directions will be given for further refinement during the Design Development phase. Arconcepts will perform an initial life/safety assessment to ensure code compliance.

**Task 2.5 50% Interiors/FF&E Design**

Interiors and FFE design services during this phase consist of consideration of alternative materials, systems and equipment and development of conceptual design solutions and equipment requirements in order to establish material sample boards and furnishings fixtures and equipment types and layouts.

**Task 2.6 50% Design Document Development**

Multi-discipline project definition for the Terminal Facility (only) will be provided through drawings, narratives and selected outline specifications for cost evaluation.

**Task 2.6.1 Civil Schematic Design**

RS&H shall be responsible for, and coordinate, the requirements of this section.

**Task 2.6.2 Structural Schematic Design**

Design of the foundations, framing and tie-in to the building systems.

**Task 2.6.3 Mechanical HVAC Schematic Design**

Design of the tie-in to heating, ventilation, air conditioning and building automation systems.

**Task 2.6.4 Plumbing Schematic Design**

Design of roof drainage, and the tie-in to water supply system and sanitary system.

**Task 2.6.5 Electrical Schematic Design**

Design of the tie-in to power and lighting systems.

**Task 2.7 50% Code and Permitting Research and Meeting with AHJs**

RS&H shall coordinate meetings with local AHJ; arconcepts shall conduct reviews and compliance with applicable building codes and requirements.

**Task 2.8 50% Rough Order of Magnitude (ROM) Opinion of Probable Construction Costs**

RS&H shall be responsible for and coordinate the requirements of this section. Arconcepts shall provide assistance for a conceptual ROM for a limited fee basis of \$2500 included in this proposal, including refinement in Task 3 below.

**Task 2.9 Design Report**

RS&H shall be responsible for and coordinate the requirements of this section with input from arconcepts. .

**Task 2.10 Quality Control Review**

Arconcepts shall conduct their inhouse Quality Control as it pertains to their scope of work.

**Task 2.11 50% Design Submittal**

Arconcepts will prepare and submit the following electronic files to RS&H for their submission to the Airport.

DD Drawings (.pdf)

Specification Table of Contents (.pdf)

DD Design Report

**Task 2.12 50% Design Review Meeting**

Arconcepts shall attend one (1) meeting at the Airport to review this Schematic Design Phase. Within two weeks of the meeting, the Airport/Stakeholders will provide any additional written comments to the Design Team that may affect the direction of the project.

**Task 2.13 Project Management and Subconsultant Coordination**

RS&H shall be responsible for, and coordinate, the requirements of this section.

**TASK 3 90% DESIGN DOCUMENTS**

The 90% Design Documents Phase for the Terminal Facility (only) will be based on the approved Design Development Drawings completed in the 50% design phase of this scope. Performance of this Task will further refine

arconcepts

the design and establish the scope, relationships, forms, size and appearance of the project through plans, sections, elevations, details and outline specifications. Specific task breakdowns are as follows:

**Task 3.1 Design Development Comment Incorporation**

Arconcepts shall review all comments received from the Airport/Stakeholders during the schematic design submittal and incorporate applicable comments into plans and specifications during this construction document phase.

**Task 3.2 90% Documentation Development**

Arconcepts shall continue efforts (revise and/or update) of drawings, technical specifications, and calculations, necessary to effectively identify, evaluate, and resolve specific elements of the project for a technically sound and economically complete project. Included will be documentation relative to the following disciplines:

**Task 3.2.1 Civil/Site Design Documents**

RS&H shall be responsible for, and coordinate, the requirements of this section.

**Task 3.2.2 Airfield Home Run and AWOS Control Design Documents**

RS&H shall be responsible for, and coordinate, the requirements of this section.

**Task 3.2.3 Architectural Design Documents**

Development level documentation of the space layout, functional features, envelope, exterior and interior appearance and related plans, sections, and details for the Project. Life/safety elements of the Project will be accounted for and addressed. Design elements should describe and illustrate the aesthetic character of the building and associated components.

**Task 3.2.4 Interiors/FFE Design Documents**

Interiors and FFE design services during this phase consist of continued development of interior design outline specifications or materials lists to establish final scope and preliminary details relative to: Interior construction of the project; special interior design features; furniture, fixtures and equipment selections; materials, finishes, and colors.

**Task 3.2.5 Structural Design Documents (Terminal Facility)**

Development level documentation of the structural systems, foundations, floor and roof framing, lateral framing and related plans, sections, and details for the Project.

**Task 3.2.6 Mechanical HVAC Design Documents**

Development level documentation of heating, ventilation, air conditioning and building automation systems.

**Task 3.2.7 Plumbing Design Development**

Development level documentation of roof drainage system, water supply system and sanitary system.

**Task 3.2.8 Electrical Design Development (Terminal Facility)**

Development level documentation of power service and lighting.

**Task 3.2.9 Low Voltage Design (only) Development (Terminal Facility)**

Development level documentation of fire alarm, communication, and premise distribution systems.

**Task 3.3 90% Code and Permitting Coordination with AHJs**

RS&H shall coordinate meetings with local AHJ; arconcepts shall conduct reviews and compliance with applicable building codes and requirements.

**Task 3.4 90% Rough Order of Magnitude (ROM) Opinion of Probable Construction Costs**

RS&H shall be responsible for and coordinate the requirements of this section. Arconcepts may provide assistance to the refinement of the conceptual ROM as prepared in Task 2.

**Task 3.5 Quality Control Review**

Arconcepts shall conduct their inhouse Quality Control as it pertains to their scope of work.

**Task 3.6 90% Design Document Submittal**

Arconcepts will prepare and submit the following electronic files to RS&H for their submission to the Airport:

arconcepts

90% Construction Drawings (.pdf)  
90% Specifications (.pdf)

**Task 3.7 60% Design Review Meeting**

Arconcepts shall attend one (1) meeting at the Airport to review this 90% Design phase. Within two weeks of the meeting, the Airport/Stakeholders will provide any additional written comments to the Consultant that may affect the direction of the project.

**Task 3.8 Project Management and Subconsultant Coordination**

RS&H shall be responsible for, and coordinate, the requirements of this section.

**TASK 4 100% DESIGN (BID) DOCUMENTS**

The 100% Construction Documents Phase will be based on the approved 90% Design Development Phase documents. Specific task breakdowns are as follows:

**Task 4.1 90% Design Comment Incorporation**

Arconcepts shall review all comments received from the Airport/Stakeholders during the 90% design submittal and incorporate applicable comments into plans and specifications during this construction document phase.

**Task 4.2 100% Construction Document Preparation**

Arconcepts shall prepare drawings, technical specifications, and calculations as necessary to effectively identify, evaluate, and resolve specific elements of the project.

**Task 4.2.1 Architectural Design Documents**

Design and final documentation of architectural elements of the project such as space layout, functional features, envelope, exterior and interior appearance, and related plans, building elevations, building sections, wall sections, and details. Life safety considerations will be completed at this stage. The construction documents shall describe and illustrate the final development of the aesthetic character of the building, associated components, and details.

**Task 4.2.2 Interiors/FFE Design Documents**

Design and final documentation of interior design elements of the project such as space layout, functional features, furnishings, furniture and equipment schedules and related plans, sections and details.

**Task 4.2.3 Structural Design Documents (Terminal Facility)**

Design and final documentation of structural foundation, framing, roofing, and seismic bracing systems.

**Task 4.2.4 Mechanical HVAC Design Documents**

Design and final documentation of heating, ventilation, air conditioning and building automation system.

**Task 4.2.5 Plumbing Design Documents**

Design and final documentation of roof drainage system, water supply, sanitary system (for connection into services provided on site as designed by RS&H), kitchen systems and toilet room systems.

**Task 4.2.6 Electrical Design Documents (Terminal Facility)**

Design and final documentation of power service and lighting.

**Task 4.2.7 Low Voltage Design Documents**

Design and documentation of IT Infrastructure and relative communication, paging, and premise distribution systems.

**Task 4.3 100% Rough Order of Magnitude (ROM) Opinion of Probable Construction Costs**

RS&H shall be responsible for and coordinate the requirements of this section. Arconcepts may provide assistance to the refinement of the ROM as prepared in Task 3.

**Task 4.4 Quality Control Review**

Arconcepts shall conduct their inhouse Quality Control as it pertains to their scope of work.

**arconcepts**

**Task 4.5 Federal Agency Coordination**

RS&H shall be responsible for, and coordinate, the requirements of this section.

**Task 4.6 Final Design Report**

RS&H shall be responsible for, and coordinate, the requirements of this section.

**Task 4.7 100% Design (Bid) Document Submittal**

The Consultant will prepare and submit the following electronic files to the Airport:

- 100% Design (Bid) Drawings (.pdf)
- 100% Design (Bid) Specifications (.pdf)

**Task 4.8 100% Design Review Meeting**

Arconcepts shall attend one (1) meeting at the Airport to review this 100% Design phase. Within two weeks of the meeting, the Airport/Stakeholders will provide any additional written comments to the Consultant that may affect the direction of the project.

**Task 4.9 100% Design Review Comment Incorporation**

Arconcepts shall review all comments received from the Airport/Stakeholders during the 100% design submittal and incorporate applicable comments into plans and specifications during this construction document phase.

**Task 4.10 Project Management and Subconsultant Coordination**

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the team's efforts including assembly and coordination of all documentation.

**TASK 5 BIDDING PHASE SERVICES**

Following the completion of the construction document phase, these efforts will occur during the process of bidding and permitting. Specific tasks are as follows:

**Response to inquiries/clarifications and issuance of Addenda. Addenda shall be limited to revisions deemed 'minimal in nature' by arconcepts, and to a maximum hours of 20.**

**Task 5.1 Pre-Bid Preparation/Meeting**

Arconcepts shall participate in the Pre-Bid Meeting with potential bidders. The intent will be to review the project and direct any questions to be submitted in writing for official response. The meeting will be conducted at the airport and will include a site inspection.

**Task 5.2 Inquiries/Clarifications and Addenda**

Arconcepts will respond to questions, clarifications, RFIs and substitutions from bidders and will issue addenda to clarify and modify the project. All addenda will be approved by the Client prior to being issued. Time limited to 8-hours.

**Task 5.3 Bid Review and Recommendation**

RS&H shall be responsible for, and coordinate, the requirements of this section.

**Task 5.4 Permitting Submittal and Clarifications**

RS&H shall be responsible for, and coordinate, the requirements of this section.

**Task 5.5 Confirmed Document Preparation**

The Consultant shall update construction documents to include all required modifications indicated during the bidding and permitting processes. This conformed set of documents will be provided to the contractor and the airport as the baseline for construction activities. Extent of conformity to be discussed prior to commencement for confirmation of compliance with Fee Basis.

**Task 5.6 Project Management and Subconsultant Coordination**

RS&H shall be responsible for, and coordinate, the requirements of this section.

arconcepts

### **ADDITIONAL SERVICES**

Architect may perform said services as agreed to in writing. Upon request for additional services made by Owner, or the need for additional scope of services arises, such services shall be reduced to writing and additional agreement will be requested. **Additional Services** shall be per fee schedule below.

a) **Conceptual 3-D Renderings**

3-D renderings may be prepared based upon inspirational graphics, ideas, or directions of Owner/Client.

b) **Project Representation Beyond Basic Services**

If more extensive representation for the Project is required, the Architect will carry out such additional on-site or office responsibilities as deemed necessary to complete the enumerated services for the project.


c) **Furniture / Fixtures / Equipment (FF&E)**

If arconcepts is requested to perform additional FF&E scope including the below, same shall be submitted as Request for Additional Services.

- i) FF & E specifications and final selections / finishes
- ii) FF & E pricing / quoting services.

arconcepts

**TOTAL FEES FOR SERVICES AS DESCRIBED**

RS&H ARCHITECTS																				 ARCHITECTURE • DESIGN • PLANNING 734-591-1090 • ARCONCEPTS.NET • DETROIT-ANN ARBOR	
HILLSDALE MUNICIPAL AIRPORT																					
HILLSDALE, MICHIGAN																					
3/5/2023																					
Assumptions:		2100	Square Feet of Project Area																		
		\$ 600.00	Cost (or estimated) per square foot																		
<b>PRE-PROJECT</b>																					
Fee Basis	Building / Project Area Sq.Ft.	Building / Project (based on Estimate or Actual Contract for Construction) \$/Sq.Ft.	Construction Costs (based on Estimate or Actual Contract for Construction)	Total Project Fee \$	Standard Architectural / Design	Project / General Scope Coordination	Standard Structural Engineering	Standard Mechanical / Plumbing Engineering	Standard Electrical Engineering	TOTALS											
					67.00%	3.00%	10.00%	10.00%	10.00%	100.00%											
1.25%	2,100.00	\$ 600.00	\$ 1,260,000.00	\$ 15,750.00	\$ 10,552.50	\$ 472.50	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 15,750.00											
<b>PROJECT TASKS</b>											<b>DOLLARS</b>										
PRE-PROJECT DILIGENCE / MEETINGS			25.00%	\$ 3,937.50	\$ 2,638.13	\$ 118.13	\$ 393.75	\$ 393.75	\$ 393.75	\$ 3,937.50											
TASK 1: PROJECT KICKOFF / DEVELOPMENT OF REV/IT MODEL			75.00%	\$ 11,812.50	\$ 7,914.38	\$ 354.38	\$ 1,181.25	\$ 1,181.25	\$ 1,181.25	\$ 11,812.50											
<b>TOTALS</b>			100.00%	\$ 15,750.00	\$ 10,552.50	\$ 472.50	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 15,750.00											
<b>BASIC SERVICES</b>																					
Professional Services Fee %	Building / Project Area Sq.Ft.	Building / Project (based on Estimate or Actual Contract for Construction) \$/Sq.Ft.	Construction Costs (based on Estimate or Actual Contract for Construction)	Total Project Fee \$	Standard Architectural / Design	Project / General Scope Coordination	Standard Structural Engineering	Standard Mechanical / Plumbing Engineering	Standard Electrical Engineering	TOTALS											
					48.00%	3.00%	13.00%	18.00%	18.00%	100.00%											
11.50%	2,100.00	\$ 600.00	\$ 1,260,000.00	\$ 144,900.00	\$ 69,552.00	\$ 4,347.00	\$ 18,837.00	\$ 26,082.00	\$ 26,082.00	\$ 144,900.00											
<b>PROJECT TASKS</b>											<b>DOLLARS</b>										
TASK 2: 50% SCHEMATIC DESIGN DOCUMENTS			40.00%	\$ 57,960.00	\$ 27,820.80	\$ 1,738.80	\$ 7,534.80	\$ 10,432.80	\$ 10,432.80	\$ 57,960.00											
TASK 3: 90% DESIGN DOCUMENTS			40.00%	\$ 57,960.00	\$ 27,820.80	\$ 1,738.80	\$ 7,534.80	\$ 10,432.80	\$ 10,432.80	\$ 57,960.00											
TASK 4: 100% DESIGN (BID) DOCUMENTS			15.00%	\$ 21,735.00	\$ 10,432.80	\$ 652.05	\$ 2,825.55	\$ 3,912.30	\$ 3,912.30	\$ 21,735.00											
TASK 5: BIDDING PHASE SERVICES			5.00%	\$ 7,245.00	\$ 3,477.60	\$ 217.35	\$ 941.85	\$ 1,304.10	\$ 1,304.10	\$ 7,245.00											
ROM: PREPARATION OF ROM AT 50%; UPDATE AT 90% AND 100% DOCUMENTATION			INCLUDED																		
REVISIONS: INCLUDED 20-HOURS MAX. FOR REVISED DOCUMENTATION AFTER APPROVAL AT 50%.			HOURLY	\$ 5,300.00	\$ 5,300.00					\$ 5,300.00											
<b>TOTALS</b>			100.00%	\$ 150,200.00	\$ 74,852.00	\$ 4,347.00	\$ 18,837.00	\$ 26,082.00	\$ 26,082.00	\$ 150,200.00											

**ADDITIONAL SERVICES**

Additional time to be invoiced at hourly rates per attached 'EXHIBIT A' or as listed below for specific services.

- a) Project Representation Beyond Basic Services
- b) Additional Revisions beyond noted.
- c) CA Services
- d) 3-D Renderings
- e) Furniture / Fixtures / Equipment (FF&E)  
 FF&E Procurement Services to be invoiced at a rate of cost plus 20%.

Reimbursable Expenses shall be invoiced per attached 'EXHIBIT B' or as listed below for specific services.



## **SERVICES NOT INCLUDED**

1. The following services are not included in above quote and shall not be performed by Architect. Such services, if required by AHJ (Authorities Having Jurisdiction) shall be provided by Client's Design-Build Contractors who shall be licensed in the **State of Michigan / Jurisdiction of Hillsdale** to perform said services:
  - a. Sprinklers
  - b. Fire Alarm Design / Engineering
  - c. Security Systems Cameras / Hardware
  - d. Testing / Special Inspections – By Contractors
2. Construction means, methods, and job site safety.
3. Any other service not specifically described in Scope of Services above.



**'EXHIBIT A'**  
**FEE / RATE SCHEDULE**

**HOURLY RATE SCHEDULE**

<b>PROJECT PERSONNEL</b>	<b>SCHEDULED HOURLY RATE</b>
Principal	\$265
Senior Architect / Engineer	\$225
Project Architect / Engineer / Project Manager	\$205
Staff Designer	\$185
Staff Technical	\$145

**OVERTIME RATES**

Chargeable at a Rate equal to Standard Rate x 1.3

**'EXHIBIT B'**  
**REIMBURSABLE EXPENSE SCHEDULE**

**REIMBURSABLE EXPENSES**

Project Expenses, including out of Metro-Detroit Area travel, shipping costs, photography, reproductions, phone expenses, purchases of materials / documents on behalf of project or client, and any other expense deemed reimbursable by Architect as applicable to the Project, will be chargeable at a rate equal to cost plus 15%.

**PERSONAL TRAVEL EXPENSES**

If applicable, personal vehicle travel will be chargeable at IRS mileage rate plus 15%.

**CONSULTING EXPENSES**

Expenses attributable to Project requiring the services of Professional Consultants will be chargeable at a rate of cost plus 15%, or at hourly rates above.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Qtr 2, 2023																								Qtr 3, 2023											
								February						March						April						May						June						July		August			
								1/22	1/29	2/5	2/12	2/19	2/26	3/5	3/12	3/19	3/26	4/2	4/9	4/16	4/23	4/30	5/7	5/14	5/21	5/28	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27				
		<b>Hillsdale New Terminal Development</b>	<b>93 days</b>	<b>Mon 3/13/23</b>	<b>Fri 7/21/23</b>																																						
1		<b>Task 1 - Existing Condition Documentation</b>	<b>1 day</b>	<b>Mon 3/13/23</b>	<b>Mon 3/13/23</b>																																						
2		Project Kick Off	1 day	Mon 3/13/23	Mon 3/13/23																																						
3		<b>Task 2 - 50% Design</b>	<b>22 days</b>	<b>Tue 3/14/23</b>	<b>Wed 4/12/23</b>																																						
4		Architectural Schematic Design	5 days	Tue 3/14/23	Mon 3/20/23	3	ARConcepts,RS&H																																				
5		Schematic Design Documents	10 days	Fri 3/24/23	Thu 4/6/23	5	ARConcepts																																				
6		Code and Permitting Research with AHJs	2 days	Tue 3/21/23	Wed 3/22/23	5	ARConcepts																																				
7		Rough Order of Magnitude (ROM) Opinion of Probable Construction Costs	1 day	Fri 4/7/23	Fri 4/7/23	6,7	ARConcepts																																				
8		Design Coordination Meeting (1)	1 day	Mon 4/10/23	Mon 4/10/23	8	ARConcepts,RS&H																																				
9		Quality Control Review	1 day	Tue 4/11/23	Tue 4/11/23	9	RS&H																																				
10		Submittal	1 day	Wed 4/12/23	Wed 4/12/23	10	ARConcepts,RS&H																																				
11		Schematic Design Review Meeting	0 days	Wed 4/12/23	Wed 4/12/23	11	ARConcepts,RS&H																																				
12		<b>Task 3 - 90% Design</b>	<b>48 days</b>	<b>Thu 4/13/23</b>	<b>Tue 6/20/23</b>																																						
12		Prior Phase Drawing / Comment Incorporation	3 days	Thu 4/13/23	Mon 4/17/23	12	ARConcepts,RS&H																																				
14		Design Development / 90% Design Document Preparation	20 days	Wed 4/19/23	Tue 5/16/23	14	ARConcepts,RS&H																																				
15		Code and permitting research with AHJ's	2 days	Wed 5/17/23	Thu 5/18/23	15	ARConcepts																																				
		Rough Order of Magnitude (ROM) Opinion of Probable Construction Costs	1 day	Tue 4/18/23	Tue 4/18/23	12,14	ARConcepts,RS&H																																				
16		Design Coordination Meeting (1)	0 days	Tue 5/16/23	Tue 5/16/23	17,15	ARConcepts,RS&H																																				
17		Federal Agency Coordination	1 day	Tue 6/20/23	Tue 6/20/23	15	RS&H																																				
		Quality Control Review	2 days	Wed 5/17/23	Thu 5/18/23	18	RS&H																																				
18		Submittal	1 day	Fri 5/19/23	Fri 5/19/23	20	ARConcepts,RS&H																																				
19		Design Development Review Meeting	0 days	Fri 5/19/23	Fri 5/19/23	21	ARConcepts,RS&H																																				
20		<b>Task 4 - 100% Construction Documents</b>	<b>20 days</b>	<b>Mon 5/22/23</b>	<b>Mon 6/19/23</b>																																						
21		Prior Phase Drawing / Comment Incorporation	3 days	Mon 5/22/23	Wed 5/24/23	22	ARConcepts,RS&H																																				
22		100% Construction Document Preparation	10 days	Fri 5/26/23	Fri 6/9/23	24	ARConcepts[67%],RS&H[67%]																																				
23		Rough Order of Magnitude (ROM) Opinion of Probable Construction Costs	1 day	Thu 5/25/23	Thu 5/25/23	24	ARConcepts,RS&H																																				
24		Design Coordination Meetings (1)	2 days	Mon 6/12/23	Tue 6/13/23	25,26	ARConcepts,RS&H																																				
25		Quality Control Review	3 days	Wed 6/14/23	Fri 6/16/23	27	RS&H																																				
26		Submittal	1 day	Mon 6/19/23	Mon 6/19/23	28	ARConcepts,RS&H																																				
27		<b>Task 5 - Bidding Services</b>	<b>23 days</b>	<b>Mon 6/19/23</b>	<b>Fri 7/21/23</b>																																						
28		Pre-Bid Preparation / Meeting	0 days	Mon 6/19/23	Mon 6/19/23	29	ARConcepts,RS&H																																				
29		Inquiries/Clarifications and Addenda	15 days	Tue 6/20/23	Tue 7/11/23	31	ARConcepts,RS&H																																				
30		Bid Opening, Review and Recommendations	1 day	Wed 7/12/23	Wed 7/12/23	32	ARConcepts,RS&H																																				
31		Submit application to the FAA	0 days	Wed 7/12/23	Wed 7/12/23	33	RS&H																																				
31		Permitting Submittal and Clarifications	6 days	Thu 7/13/23	Thu 7/20/23	33	ARConcepts,RS&H																																				
32		Confirmed Document Preparation	1 day	Fri 7/21/23	Fri 7/21/23	35	ARConcepts,RS&H																																				

Project: 23\_0301 DRAFT Hillsdale  
Date: Wed 3/8/23

Task		Project Summary		Manual Task Duration-only		Start-only Finish-only External		Deadline		Progress		Manual Progress	
Split		Inactive Task		Manual Summary Rollup		Tasks External							
Milestone		Inactive Milestone		Manual Summary		Milestone							
Summary		Inactive Summary		Manual Summary		Milestone							



## **Attachment F**

## RS&H ATTACHMENT F

### FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL A/E SERVICES PROCUREMENT AND CONTRACTING UNDER AIRPORT IMPROVEMENT PROGRAM (AIP)

*(Based on Federal Contract Provisions Issued by FAA on November 17, 2022)*

#### 1. ACCESS TO RECORDS AND REPORTS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

*Reference: 2 CFR § 200.334, 2 CRF § 200.337, FAA Order 5100.38*

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### 2. BREACH OF CONTRACT TERMS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded), and the contract exceeds the simplified acquisition threshold as stated in 2CFRPart200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$250,000.

*Reference: 2 CFR § 200 Appendix II (A)*

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### 3. BUY AMERICAN PREFERENCE

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and includes providing a manufactured good as a deliverable.

*Reference: 49 USC § 50101, Executive Order 14005, and BABA*

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may

<sup>1</sup> Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/ Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

#### **4. CIVIL RIGHTS- GENERAL**

This provision is mandatory and hereby included in all contracts and subcontracts.

*Reference: 49 USC §47123*

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

#### **5. CIVIL RIGHTS- TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

This provision is mandatory and hereby included in all contracts and subcontracts.

*Reference: 49 USC §47123, FAA Order 1400.11*

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

## 6. CIVIL RIGHTS- NONDISCRIMINATION REQUIREMENTS/TITLE VI CLAUSES FOR COMPLIANCE

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

*Reference: 49 USC §47123, FAA Order 1400.11*

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

- i. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- ii. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- iii. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- iv. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- v. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- vi. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 7. CLEAN AIR AND WATER POLLUTION CONTROL

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract exceeds \$150,000.

*Reference: 2 CFR Part 200, Appendix II(G); 42 USC § 7401, et seq; 33 USC § 1251, et seq*

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

## 8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded), the contract exceeds \$100,000, and the Project employs laborers, mechanics, watchmen, and guards (his includes members of survey crews and exploratory drilling operations).

*Reference: 2 CFR Part 200, Appendix II(E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704*

### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



## 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

## 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

## 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## 9. COPELAND “ANTI-KICKBACK” ACT

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded), the Project includes tasks that meet the definition of construction, alteration, or repair (as defined in 29 CFR Part 5), and it exceeds \$2,000.

*Reference: 2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5*

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## 10. DAVIS-BACON REQUIREMENTS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded), the Project includes tasks that meet the definition of construction, alteration, or repair (as defined in 29 CFR Part 5), and it exceeds \$2,000.

*Reference: 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, and 3147*

## 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as

the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

### **11. DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

This provision is mandatory and hereby included in all contracts and subcontracts if they involve a covered transaction (as defined in 2 CFF Part 180 subpart B), including AIP funded Projects if the contract is \$25,000 or more.

*Reference: 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689*

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **12. DISADVANTAGED BUSINESS ENTERPRISES**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the Project/Client has a DBE program on file with the FAA. The language below must be included in any subcontracts and must not be modified.

*Reference: 49 CFR Part 26*

### **Contract Assurance (49 CFR § 26.13; mandatory text provided) –**

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

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

### **Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Client. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Client. This clause applies to both DBE and non-DBE subcontractors.

### **Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –**

The prime contractor must not terminate a DBE subcontractor listed in response to the Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears (or an approved substitute DBE firm) without prior written consent of Client. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Client. Unless Client consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Client may provide such written consent only if Client agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Client its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Client, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Client and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Client should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Client may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

### **13. DISTRACTED DRIVING**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract exceeds the micro-purchase threshold of 2 CFR § 200.320 (currently set at \$10,000).

*Reference: Executive Order 13513; DOT Order 3902.10*

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

### **14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

*Reference: 2 CFR § 200, Appendix II(K); 2 CFR § 200.216*

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

### **15. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract exceeds \$10,000.

*Reference: 2 CFR Part 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246*



## EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions,

including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply

the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local

or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

*Reference: 29 USC § 201, et seq; 2 CFR § 200.430*

All contracts and subcontracts incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract exceeds \$100,000.

*Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I); 49 CFR Part 20, Appendix A*

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **18. PROHIBITION OF SEGREGATED FACILITIES**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP

funded (or otherwise federally funded) and the contract includes a task that qualifies as a construction work as defined by 41 CFR Part 60-1.

*Reference: 2 CFR Part 200, Appendix II(C); 41 CFR § 60-1*

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## **19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

*Reference: 29 CFR Part 1910*

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **20. PROCUREMENT OF RECOVERED MATERIALS**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract includes procurement of a product that exceeds \$10,000.

*Reference: 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq [Resource Conservation and Recovery Act (RCRA)]*

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **21. RIGHTS TO INVENTIONS**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and includes experimental, developmental, or research work.

*Reference: 2 CFR Part 200, Appendix II(F); 37 CFR Part 401*

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **22. SEISMIC SAFETY**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and includes is involved in the construction of new buildings or structural addition to existing buildings.

*Reference: 49 CFR Part 41*

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **23. TAX DELINQUENCY AND FELONY CONVICTIONS**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded, in whole or in part, (or otherwise federally funded).

*Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions*

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### **Certifications**



- 1) The applicant represents that it is not ( X ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is not ( X ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an **Felony** offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

#### **24. TERMINATION OF CONTRACT**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract is in excess to \$10,000.

*Reference: 2 CFR Part 200, Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09*

##### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **TERMINATION FOR CAUSE (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

#### **TERMINATION FOR CAUSE (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the

Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **25. TRADE RESTRICTION CERTIFICATION**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

Reference: 49 USC § 50104; 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**26. VETERAN'S PREFERENCE**

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and involves labor to carry out the Project.

*Reference: 49USC § 47112(c)*

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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**Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments**

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime CONSULTANT in meeting contractual obligations to DBEs.

PRIME CONSULTANT:		CHECK IF PRIME IS MDOT-DBE CERTIFIED		AUTHORIZATION NO.		CONTRACT NO.		
BILLING PERIOD:		Check if Final Payment		JOB NO.				
CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

As the authorized representative of the above prime CONSULTANT, I state that, to the best of my knowledge, this information is true and accurate.

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE)                      TITLE                      DATE

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (SIGNATURE)

DATE

2016 **SPECIAL NOTE: "Prime CONSULTANT or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.**

## INSTRUCTIONS

### **PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:**

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

For “Contract No., Authorization No.,” and “Job No.” as appropriate, use the numbers assigned by MDOT.

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

For “Services Work Performed” report the main service performed by the subCONSULTANT during the reporting period.

For “Total Contract Amount” report the total amount of the contract between the prime CONSULTANT and the subCONSULTANT.

For “Cumulative Dollar Value of Services Completed” report the total amount the subCONSULTANT has earned since beginning this project.

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

For “Actual Amount Paid to Date,” report cumulative actual payments made to the subCONSULTANT for services completed.

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

Provide “DBE Authorized Signature” for final payment only.

Be sure to sign, title and date this statement.

### **MDOT CONTRACT ADMINISTRATOR:**

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

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

# **City of Hillsdale Agenda Item Summary**

**Meeting Date:** March 20, 2023

**Agenda Item:** New Business

**SUBJECT:** Resolution of Support — FY2024 Congressionally Directed Spending Request — Galloway Drive and Hillsdale Street Culvert Replacements

**BACKGROUND PROVIDED BY: Sam Fry, Marketing & Development Coordinator**

In 2021, the City of Hillsdale applied for a Michigan Economic Development Corporation (MEDC) Community Development Block Grant-Water Related Infrastructure to assist with the replacement of several culverts that are rated poor condition. The City was unsuccessful in obtaining that funding. After making some revisions to the project, staff have submitted it through U.S. Senator Gary Peters' office as a Congressionally Delegated Spending Request (Earmark) for possible federal funding. To be considered for funding, there must be demonstrated community support for the request. As such, staff are requesting a resolution of support from the local unit of government.

**RECOMMENDATION:**

City Council adopt the following resolution declaring support for the project.





# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** March 20, 2023  
**Agenda Item:** New Business  
**Subject:** Police Vehicle Purchase

**Background:**

Request to expend Fire Department and Public Safety Equipment, Vehicle, and Capital Improvement millage funds.

**Recommendation:**

See attached documents.

Scott A. Hephner



Chief of Police / Fire Chief

Justification for Request

The Hillsdale Police Department was approved to purchase a new Patrol Vehicle for the 2023 – 2024 budget year. During budget meetings I was requested to make this purchase utilizing the Fire Department and Public Safety Equipment, Vehicle, and Capital Improvement Millage fund. Expenditures are approved by the Public Safety Committee to move to full council for discussion and vote.

I contacted the Government fleet sales person we have purchased several vehicles from recently and was advised we were past the date of ordering a 2023 model Ford Explorer and the purchasing pricing was not yet available for a 2024 model. I was unable to obtain a cost however was told that two had just come in for another agency and they cost \$48,000 each. He stated our options are usually different and that I should expect to spend at least \$45,000 on our next purchase. For reference, the last Ford Explorer Police Package vehicle we purchased cost \$34,132.38 and approximately \$13,000 to have outfitted for a total of \$47,132.

Because of the elevated costs and narrow ordering windows the commercial vehicle market is experiencing I checked outside of our normal purchasing. Berger Chevrolet sells commercial vehicles for government use at state purchasing contract price. I was advised there had been a 24 hour window which 2023 Chevrolet Tahoe's could be ordered and that they had ordered extra to sell through their dealership and currently have one that meets our needs on their lot. The quote for a 2023 Chevrolet Tahoe 4wd Police Package is \$40,619. I contacted the company that outfits our vehicles and requested a quote on outfitting a 2023 Tahoe, they had just built two and compared our quote for the Ford Explorer and theirs for the Tahoe's and stated they could outfit the Tahoe for approximately \$2,000 less than the quote for the Explorer.

Chevrolet Tahoe 2023	Ford Explorer 2024
\$40,619.00 purchase	\$45,000 minimum purchase
\$11,822.50 outfitting	\$13,822.50 outfitting
<hr/>	<hr/>
\$52,441.50	\$58,822.50

I respectfully request approval for the purchase of a 2023 Chevrolet Tahoe 4wd Police Package vehicle from Berger Chevrolet for the purchase price of \$40,619.00.

Scott A. Hephner  
Chief of Police

## BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$40,619.00

Number of units 1

Total Bid Amount \$40,619.00

Vehicle Description:

Year 2023

Make Chevrolet

Model Tahoe 4wd  
police package

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

City of Hillsdale

Price includes title fee and delivery. Price based on  
Municipal discount for State of Michigan.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 3/14/2023



Berger 5 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

### Selected Model and Options

#### MODEL

CODE	MODEL
CK10706	2023 Chevrolet Tahoe 4WD 4dr Commercial

#### COLORS

CODE	DESCRIPTION
GBA	Black

#### OPTIONS

( † Denotes a Custom Equipment Option )

##### CODE DESCRIPTION

\*\* \*\* REQUIRES A FLEET OR GOVERNMENT ORDER TYPE. \*\*

— Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

— Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

— Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

— Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

— Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

— Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

— Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

— Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

— Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

002† LED spot light†

1FL Commercial Preferred Equipment Group includes standard equipment

5J3 Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

5J9 Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

*Police package*

Ⓘ At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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Berger 5 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
5L0	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6C7	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6E2	Fleet Calibration provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (AMF) Remote Keyless Entry Package. Includes (AU7) fleet common key with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with SEO (6E8) Fleet Calibration.)
6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position.) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
7X2	Spotlamps, left- and right-hand Not available with SEO (7X3) left-hand spotlamp. Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only) *Upon selection of this option the base price will change*
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
ATD	Seat delete, third row passenger *CREDIT*
AX2	Key, unique Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
AZ3	Seats, front 40/20/40 split-bench (STD)
BCV	Lock control, driver side auto door lock disable (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

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Berger 5 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

OPTIONS

( † Denotes a Custom Equipment Option )

CODE	DESCRIPTION
BTV	Remote start
C6G	GVWR, 7600 lbs. (3447 kg) (Included and only available with (9C1) Police Package. 4WD model only.)
FE9	Emissions, Federal requirements
GBA	Black
GU5	Rear axle, 3.23 ratio
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Vehicle.)
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
UTQ	Theft-deterrent system content, disable, the alarm and horn become non-functional in an attempt of theft to the vehicle (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

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Berger 5 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle or (NHT) Max Trailering Package. Not included when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)
V53	Luggage rack side rails, delete (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*
V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlight, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)
VXT	Incomplete vehicle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Included and only available with (ATZ) rear seat delete.)
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)

Options Total

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# Mid-Michigan Emergency Equipment



*2024 Ford*

Sales and Service LLC  
 Phone 517-896-6114 or 517-896-4996  
 Fax 517-906-6365  
[midmichiganemergencyequipment@yahoo.com](mailto:midmichiganemergencyequipment@yahoo.com)

To: Hillsdale Police Department 3/1/2023  
 Attn: Chief Scott Hephner  
 Subject: Quotation for **Marked Patrol Car**

**Front of the Unit:**

1	5344T-2L51 Go Rhino Center Section Push Bumper		570.49
1	ENFSSS3R Red 45 Degree Bumper Light		145.00
1	ENFSSS3B Blue 45 Degree Bumper Light		145.00
1	ENFSSS3R Red Grill Light		145.00
1	ENFSSS3B Blue Grill Light		145.00
2	ELUC3H010-W Undercover Inserts (Front Headlight Capsules)	130.ea	260.00

**Interior of Unit:**

1	C-VS-1400-INUT-1 Equipment Console		381.00
1	C-EB30-FSR-1P Faceplate PF-200 Siren		-----
1	C-EB25-XTL-1P Faceplate Radio		-----
1	CUP2-1001 Dual Cup Holder		60.97
1	PF-200S17B Federal Signal Siren Switch Box		1,489.62
1	14.0553 Three Outlet Power Supply		30.00
1	MCS-ARMREST Pole Type Armrest		162.50
1	ALGT-53 Federal Signal Allegiant Light Bar with Options		1,900.00
1	ECVDMLTAL00 Red/Clear Dome Light in Drivers Compartment		90.00
1	MMEECCM Computer Mount		46.00
1	7160-0220 Mongoose Computer Motion Attachment		302.00
1	475-1475 Jotto Prisoner Screen Transfer Kit		345.00
1	475-0968 Prisoner Screen Extension Panels		157.92
1	S-4702UINT20 Cargo Screen, & Bio Seat.		1,422.00

**Side of Unit:**

1	WB47NPUINT20 Window Bars		292.00
2	PMP2BKUMB4 Surface Intersector Mount Under Rear View Mirror	24.00ea	48.00
2	ENT3B3J Red/Blue Surface Mount Intersector lights	195.00ea.	390.00
2	ELUC3H010 (J) Red/Blue Taillight Inserts	130.00ea	260.00
2	ENFSGS3J Red/Blue 'C' Pillar Lights	145.00ea.	290.00

**Rear of Unit:**

1	ETTFUT 16 Taillight Flasher		140.00
1	ENFSGS3R Red Top Hatch Light		145.00
1	ENFSGS3B Blue Top Hatch Light		145.00
1	EMPCSTS3R RED Mounted under hatch		145.00
1	EMPCSTS3B BLUE Mounted under Hatch		145.00
1	ENFSSS3-R Red License Plate Light		145.00
1	ENFSSS3-B Blue License Plate Light		145.00
1	FDRS-FIU-SA Electronic Cabinet		495.00
1	Hillsdale Police Graphics		525.00
1	Misc Hardware, Wire, Electronic Parts		400.00
1	CG-X Havis Charge Guard		115.00
1	Labor, Installation of Listed Equipment		1,900.00
1	Inbound Shipping Charges		300.00

**Total** **13,822.50**

RECEIVED

MAR 10 2023



CITY OF HILLSDALE

CITY OF HILLSDALE CITY CLERK'S OFFICE

97 NORTH BROAD STREET HILLSDALE, MICHIGAN 49242-1695 (517) 437-6440 FAX: (517) 437-6448 cityofhillsdale.org

BOARD: Election Commission

Name: Melissa DesJardin

Address: [Redacted] Street [Redacted] City [Redacted] Zip [Redacted]

Phone: Home 517-513-1107 Work 517-513-1729

E-Mail melissa-desjardin@yahoo.com

Are you a resident of City of Hillsdale? Yes [checked] No

Occupation: (if retired, former occupation) Executive Director

Please check the expertise and skills you can contribute:

- Accounting, Fund Raising, Marketing, Advocacy, Human Resources, Planning, Computers, Knowledge of the Cause, Public Relations, Legal, Community Relations, Public Speaking, Finance, Management, Other

Brief Educational Background: Jackson College, Edison State College, Wright Beauty Academy

What charitable or community activities have you actively participated in? Please describe any leadership role(s) you have (had) in the organization(s): Organized Project, started Hillsdale Community Thrift

On what other volunteer boards/committees have you served? Salvation Army, Homeless Task Force

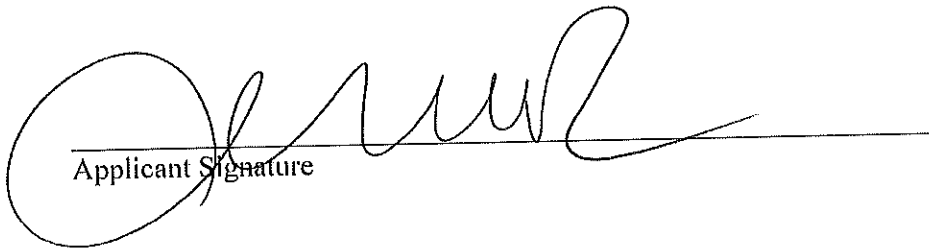
Describe any previous activities related to government: I have worked with our local police department on many occasions. I'm also partnered with our local Sheriff's Victim Unit.

Please explain why you would be interested in serving on the council or committee: I believe I can bring supported ideas to make our city better prepared for the uncertain future.

Please explain your understanding of the City of Hillsdale: It was established in 1839. We have about 8,000 residents. Hillsdale is the largest city and county seat of the Hillsdale County in the U.S. State of Michigan. It's my home.

Additional comments: I'm happy to serve my community.

Please send your completed application to City of Hillsdale, City Manager at 97 North Broad Street, Hillsdale, MI 49242.

  
Applicant Signature

3/10/23  
Date

RECEIVED



CITY OF HILLSDALE

MAR 10 2008

97 NORTH BROAD STREET HILLSDALE, MICHIGAN 49242-1695 (517) 437-6441 FAX: (517) 437-6448 cityofhillsdale.org

CITY OF HILLSDALE CITY CLERK'S OFFICE

What Board/Commission would you like to serve? Election Commission

Name: Penny Swan

Address: [Redacted] Street [Redacted] City [Redacted] Zip

Phone: Home 577-320-3052 Work NA

E-Mail penny-swain@yahoo.com

Residency is required for most Boards & Commissions.

Are you a resident of City of Hillsdale? Yes [checked] No [ ] If so, for how long? Born and raised here

Occupation: (if retired, former occupation) Respiratory Therapist

Please check the expertise and skills you can contribute:

- Accounting, Fund Raising, Marketing, Advocacy, Human Resources, Planning, Computers, Knowledge of the Cause, Public Relations, Legal, Community Relations, Public Speaking, Finance, Management, Other

Brief Educational Background:

2 years College, Medical Prof,

What charitable or community activities have you actively participated in? Please describe any leadership role(s) you have (had) in the organization(s):

Helped run the July 4th Parade for many years, I have volunteered for dozens of community events including the Trunk or Treat event at the fairgrounds. I have helped with the Christmas Parade

On what other volunteer boards/committees have you served? Housing Commission, ZBA, Planning Commission, Homeless Task Force

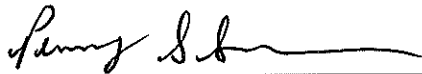
Describe any previous activities related to government: past Vice Chairman Hillsdale Republican Party, Past Deputy Treasurer Republican Party (Hillsdale), Ran for city Council x 3

Please explain why you would be interested in serving on the council or committee: Learning more about the election collection side of elections, promote Election Integrity.

Please explain your understanding of the City of Hillsdale: We are a strong city manager government with a Mayor and Council at the Helm

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send your completed application to City of Hillsdale, City Manager at 97 North Broad Street, Hillsdale, MI 49242.



Applicant Signature

3-10-23

Date