



City Council Agenda

June 17, 2024
7:00 p.m.

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

- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
 - A. Approval of Bills
 - 1. City and BPU Claims of May 30, 2024 - \$1,049,076.75
 - 2. Payroll of June 6, 2024 - \$201,348.01
 - B. City Council Minutes of June 3, 2024
 - C. Finance Minutes of June 3, 2024
 - D. Operations & Governance Minutes of May 30, 2024
 - E. BPU-Renew Microsoft Software Assurance Licensing
 - F. BPU-Renew Milsoft Licensing
 - G. BPU- Q-Mation/AVENA SCADA Licensing/Maintenance Agreement
 - H. BPU- Carleton Lift Station Bypass Pump
 - I. BPU- Carleton Lift Station Upgrade
 - J. BPU- Carleton Lift Station Standby Generator
 - K. BPU- Trim/Remove Vegetation Markris Bid
- VI. Communications/Petitions**
 - A. 2024 Summer Code Enforcement Liens
 - B. July 3, 2024 Independence Day Parade
 - C. Reading Emergency Unit- Keith O'Neil
 - D. Keefer House Hotel, Construction Update
 - E. Hillsdale County Commissioner Update – Doug Ingles
- VII. Introduction and Adoption of Ordinances/Public Hearing**
 - A. Public Hearing: Revoke IFE Certificate 2017-181 Corecoyle Composites LLC
- VIII. Old Business**
- IX. New Business**
 - A. City Council Rules and Procedure Update
 - B. Employee Handbook Update
 - C. Transportation Alternative Program (TAP) Grant Resolution
 - D. International Brotherhood of Teamsters Local 214
 - E. Homelessness Taskforce Report and Policy Recommendation

X. Miscellaneous Reports

- A. Proclamation- None
- B. Appointment – None
- 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 05/30/2024 - 05/30/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-123.000	SERVICE CONTRACT 7/01/2024 - 6/3 DOMESTIC HARMONY		SERVICE CONTRACT 7/01/2024 - 6/30/2025	6,000.00	108564
101-000.000-123.000	7-1-24-6-30-25 MML FULLMEMBERSHI MICHIGAN MUNICIPAL LEAGUE		7-1-24-6-30-25 MML FULLMEMBERSHIP DUES/	6,079.00	108596
101-000.000-123.000	WORKERS' COMPENSATION FYE 2025 MML WORKERS' COMP FUND		WORKERS' COMPENSATION FYE 2025	21,093.16	108598
101-000.000-476.000	USE AND OCCUPANCY PERMIT APPLICA BYLER, CORY ALLEN		BD Payment Refund	50.00	108554
Total For Dept 000.000				33,222.16	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-802.000	USB WEBCAMS	AMAZON CAPITAL SERVICES, I	USB WEBCAMS	28.98	108542
101-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (MAY)	160.34	108617
Total For Dept 175.000 ADMINISTRATIVE SERVICES				189.32	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-801.000	ACCOUNTING SERVICES - APRIL 2024	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - APRIL 2024	3,938.03	108626
Total For Dept 191.000 FINANCE DEPARTMENT				3,938.03	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-726.000	KLENNEX, CLIPS, POST-ITS, FOLDER	CURRENT OFFICE SOLUTIONS	TRASH BAGS, KLENNEX, CLIPS, POST-ITS, F	72.70	108563
101-215.000-905.000	ORD USE & OCC, RENEWABLE ENERGY, GANNETT MICHIGAN LOCALIQ		ORD USE & OCC, RENEWABLE ENERGY, PUBLIC	185.50	108570
Total For Dept 215.000 CITY CLERK DEPARTMENT				258.20	
Dept 253.000 CITY TREASURER					
101-253.000-801.000	CONTRACTUAL SERVICES	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - APRIL 2024	306.25	108626
101-253.000-964.000	BILL BACK FOR 30 006 227 251 40	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 251 40	35.98	108575
101-253.000-964.000	BILL BACK FOR #006 327 453 17	HILLSDALE CO TREASURER	BILL BACK FOR #006 327 453 17	22.41	108575
101-253.000-964.000	REFUNDS & REBATES	HILLSDALE CO TREASURER	BILL BACK FOR #30 006 227 251 40	19.38	108575
101-253.000-964.000	BILL BACK FOR # 30 006 426 356 2	HILLSDALE CO TREASURER	BILL BACK FOR # 30 006 426 356 25	14.32	108575
101-253.000-964.000	BILL BACK FOR #30 006 327 401 15	HILLSDALE CO TREASURER	BILL BACK FOR #30 006 327 401 15	2.50	108575
Total For Dept 253.000 CITY TREASURER				400.84	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-726.000	HISTORY OF HILLSDALE COUNTY	AMAZON CAPITAL SERVICES, I	HISTORY OF HILLSDALE COUNTY	46.35	108542
101-257.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	OFFICE SUPPLIES	102.77	108563
101-257.000-801.000	ASSESSING OFFICE FURNITURE	CURRENT OFFICE SOLUTIONS	ASSESSING OFFICE FURNITURE	3,761.03	108563
101-257.000-810.000	DUES & SUBSCRIPTIONS	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	25.00	870
101-257.000-860.000	TRANSPORTATION & MILEAGE	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	7.00	870
Total For Dept 257.000 ASSESSING DEPARTMENT				3,942.15	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	TRASH BAGS, KLENNEX	CURRENT OFFICE SOLUTIONS	TRASH BAGS, KLENNEX, CLIPS, POST-ITS, F	191.34	108563
101-265.000-726.000	PLEAT M8 FILTER FOR MRC	GELZER HJ & SON INC	PLEAT M8 FILTER AND CONCRETE FOR MRC	14.58	108571
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	20.00	108573
101-265.000-801.000	MATS FOR CITY HALL	CINTAS CORPORATION	MATS FOR CITY HALL	15.74	108559
101-265.000-801.000	MATS FOR CITY HALL	CINTAS CORPORATION	MATS FOR CITY HALL	15.74	108559
101-265.000-920.000	505431439 - 22 N MANNING - MITCH	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 22 N MANNING	115.24	863
101-265.000-920.000	505119616 - 97 N BROAD - CITY HA	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 97 N BROAD	244.77	865
Total For Dept 265.000 BUILDING AND GROUNDS				617.41	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-726.000	PRIVATE PROPERTY CRASH REPORTS	ARROW SWIFT PRINTING	PRIVATE PROPERTY CRASH REPORTS	132.50	108545
101-301.000-726.000	HEARING AND EYE WEAR PROTECTION	AVERY NEWELL	REIMBURSEMENT FIREARMS INSTRUCTOR TRAIN	32.86	108546
101-301.000-726.000	AMMO	KIESLER'S POLICE SUPPLY, I	AMMO	442.98	108587
101-301.000-726.000	POSTAGE	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	16.40	870
101-301.000-860.000	TRANSPORTATION & MILEAGE	AVERY NEWELL	REIMBURSEMENT FIREARMS INSTRUCTOR TRAIN	398.99	108546

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301.000 POLICE DEPARTMENT					
101-301.000-860.000	MILEAGE	JAMIE CAMPBELL	FOIA TRAINING LUNCH AND MILEAGE FOR JAM	86.46	108581
101-301.000-930.000	MARCH AND APRIL POLICE UNITS CAR RR&D ENTERPRISES		MARCH AND APRIL POLICE UNITS CAR WASH E	157.00	108612
101-301.000-930.000	REPLACED WATER PUMP COOLANT LINE STILLWELL FORD MERCURY, IN	STILLWELL FORD MERCURY, IN	REPLACED WATER PUMP COOLANT LINE, FIXEI	2,358.96	108621
101-301.000-930.000	UNIT 2-7 REPLACEMENT OF O2 SENSO	STILLWELL FORD MERCURY, IN	UNIT 2-7 REPLACEMENT OF O2 SENSOR AND C	439.56	108621
101-301.000-930.000	UNIT 2-4 A/C REPAIR	STILLWELL FORD MERCURY, IN	UNIT 2-4 A/C REPAIR	99.00	108621
101-301.000-930.000	UNIT 2-4 A/C	STILLWELL FORD MERCURY, IN	UNIT 2-4 A/C	250.32	108621
101-301.000-956.000	SPRING 2024 PA302 MEMBER CONT. T	CITY OF JACKSON	SPRING 2024 PA302 MEMBER CONT. TO SMCJT	1,162.70	108560
101-301.000-956.000	FOIA TRAINING FOR JAMIE CAMPBELL	THE ROSSOW GROUP	FOIA TRAINING FOR JAMIE CAMPBELL	195.00	108625
101-301.000-956.200	LODGING & MEALS	AVERY NEWELL	REIMBURSEMENT FIREARMS INSTRUCTOR TRAIN	184.24	108546
101-301.000-956.200	LUNCH	JAMIE CAMPBELL	FOIA TRAINING LUNCH AND MILEAGE FOR JAM	10.05	108581
101-301.000-956.200	HOTEL - FIREARMS TRAINING - SGT	CARD SERVICES CENTER	T. BUMPUS CREDIT CARD	826.40	870
Total For Dept 301.000 POLICE DEPARTMENT				6,793.42	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-726.000	O2 PACKS, SUCTION KIT, CATHETHER	BOUND TREE MEDICAL, LLC	O2 PACKS, SUCTION KIT, CATHETHERS, FACE	336.93	108552
101-336.000-726.000	EASY MAX TEST STRIPS, SAFETY LAN	CARELINC MEDICAL EQUIPMENT	EASY MAX TEST STRIPS, SAFETY LANCETS	62.00	108555
101-336.000-726.000	POSTAGE	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	19.90	870
101-336.000-920.000	502806085 - 77 E CARLETON - FIRE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 77 E CARLETON	88.54	864
101-336.000-930.000	CONNECTOR EMT 050 STEEL, COUPLIN	CLARK ELECTRIC INC.	CONNECTOR EMT 050 STEEL, COUPLING EMT C	251.83	108561
101-336.000-930.000	CAB LIFT TRUCK 332	PERFORMANCE AUTOMOTIVE	CAB LIFT TRUCK 332	154.86	108604
Total For Dept 336.000 FIRE DEPARTMENT				914.06	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-726.000	FERTILIZER AND OFFICE SUPPLIES F	AMAZON CAPITAL SERVICES, I	FERTILIZER, PENCIL LEAD, PENS, PAPER, F	130.25	108542
101-441.000-726.000	TAMP GFCI OUTLET RETURN	GELZER HJ & SON INC	TAMP GFCI OUTLET RETURN	(25.99)	108571
101-441.000-726.000	SOFT TIP BRUSH, AURA EXT, LTX ST	GELZER HJ & SON INC	SOFT TIP BRUSH, AURA EXT, LTX STNBLK PF	115.95	108571
101-441.000-726.000	REFLECTIV ROPE	GELZER HJ & SON INC	REFLECTIV ROPE	16.99	108571
101-441.000-726.000	STAPLES FOR DPS	GELZER HJ & SON INC	STAPLES FOR DPS	4.79	108571
101-441.000-726.000	SPRAY BOTTLE FOR TRASH ROUTE	GELZER HJ & SON INC	SPRAY BOTTLE FOR TRASH ROUTE	4.98	108571
101-441.000-726.000	TAMP GFCI OUTLET AND VOLTAGE TES	GELZER HJ & SON INC	TAMP GFCI OUTLET AND VOLTAGE TESTER	44.98	108571
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	15.00	108573
101-441.000-742.000	DPS UNIFORMS	CINTAS CORPORATION	MATS, UNIFORMS AND RAGS FOR DPS	25.65	108559
101-441.000-742.000	DPS UNIFORMS	CINTAS CORPORATION	MATS, UNIFORMS AND RAGS FOR DPS	25.65	108559
101-441.000-801.000	MATS FOR DPS	CINTAS CORPORATION	MATS, UNIFORMS AND RAGS FOR DPS	37.26	108559
101-441.000-801.000	MATS FOR DPS	CINTAS CORPORATION	MATS, UNIFORMS AND RAGS FOR DPS	37.26	108559
101-441.000-801.000	PUMP TANK AT DPS	LAPEW SANITATION - THOMAS	PUMP TANK AT DPS	270.00	108589
101-441.000-801.000	POSTAGE	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	5.08	870
101-441.000-955.588	GAVIN WICKHAM PREEMPLOYMENT DRUG	CE & A PROFESSIONAL SERVIC	GAVIN WICKHAM PREEMPLOYMENT DRUG TEST	56.50	108556
101-441.000-956.000	AQUATIC EXAM - DORWEILER	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	65.00	870
101-441.000-956.200	TRAINING MEAL REIMBURSEMENT FOR	JASON BLAKE	TRAINING MEAL REIMBURSEMENT FOR JASON P	20.86	108551
101-441.000-956.200	LUCAS KIMBLE TRAINING HOTEL STAY	SUPER 8 - GRAYLING	LUCAS KIMBLE TRAINING HOTEL STAY	212.16	108623
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				1,062.37	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-726.000	INSPECTORS JOB GUIDE AND HWY MAI	MICH TECH UNIVERSITY	INSPECTORS JOB GUIDE AND HWY MAINT TABI	16.00	108595
Total For Dept 447.000 ENGINEERING SERVICES				16.00	
Dept 567.000 CEMETERIES					
101-567.000-726.000	FLAGS FOR THE CEMETERIES	KALAMAZOO FLAG CO LLC	FLAGS FOR THE CEMETERIES (INV 2586)	1,614.64	108586
101-567.000-801.000	NICHE ENGRAVING FOR MONICA ADAMS	JARSA & COMPANY	NICHE ENGRAVING FOR MONICA ADAMS	275.00	108582
101-567.000-801.000	MOWING CONTRACT @ LAKE VIEW & OA	TKC LAWN SNOW AND WOOD LLC	MOWING CONTRACT FOR CEMETERIES	8,920.00	108628
101-567.000-801.000	POSTAGE	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	5.08	870

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 567.000 CEMETERIES					
Total For Dept 567.000 CEMETERIES				10,814.72	
Dept 571.000 PARKING LOTS					
101-571.000-801.000	PARKING LOT PRESERVATION 2023	K & B ASPHALT SEALCOATING,	PARKING LOT PRESERVATION 2024	25,178.39	108585
Total For Dept 571.000 PARKING LOTS				25,178.39	
Dept 595.000 AIRPORT					
101-595.000-726.000	LIGHT FOR THE WINDSOCK	AMAZON CAPITAL SERVICES,	LIGHT FOR THE WINDSOCK	29.50	108542
101-595.000-726.000	WATER - AIRPORT	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	5.00	108573
101-595.000-740.000	DIESEL FUEL FOR JOHN DEERE	BRINER OIL CO, INC	DIESEL FUEL FOR JOHN DEERE	444.45	108553
101-595.000-801.000	MERCHANT EQUIP RENTAL BILLING	AVFUEL CORP	MERCHANT EQUIP RENTAL BILLING	20.00	869
101-595.000-801.000	REFUELING TRUCK RENTAL BILLING	AVFUEL CORP	REFUELING TRUCK RENTAL BILLING	950.00	869
101-595.000-930.000	PARTS FOR JOHN DEERE	GREENMARK EQUIPMENT	PARTS FOR JOHN DEERE	216.91	108572
101-595.000-930.000	REPAIRS & MAINTENANCE	SPRATT'S TRADING POST INC	REPAIRS TO AIRPORT TUG	894.70	108618
101-595.000-930.000	PARTS FOR JOHN DEERE	CARD SERVICES CENTER	G. MOORE CREDIT CARD	83.78	870
Total For Dept 595.000 AIRPORT				2,644.34	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-801.000	2024 ROAD DIET TRAFFIC STUDY	WADE TRIM	2024 ROAD DIET TRAFFIC STUDY	460.62	108631
101-701.000-801.372	CONTRACTUAL SERVICES - CODE ENFO	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	76.73	870
Total For Dept 701.000 PLANNING DEPARTMENT				537.35	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-956.000	2024 EMERGING LEADERS SPRING CON	MICH ECONOMIC DEVELOPERS	2024 EMERGING LEADERS SPRING CONF	70.00	108594
Total For Dept 728.000 ECONOMIC DEVELOPMENT				70.00	
Dept 756.000 PARKS					
101-756.000-726.000	.5 AYRD CRUSHED RIVER ROCK	DOUBLE A LAWNSCAPING & SUI	.5 AYRD CRUSHED RIVER ROCK	23.00	108565
101-756.000-726.000	CONCRETE MIX FOR FENCE AT STOCKS	GELZER HJ & SON INC	PLEAT M8 FILTER AND CONCRETE FOR MRC	8.39	108571
101-756.000-726.000	CONCRETE MIX FOR PARKS	GELZER HJ & SON INC	CONCRETE MIX FOR PARKS	25.98	108571
101-756.000-726.000	UNIVERSAL TRIGGER GUN KIT	GELZER HJ & SON INC	UNIVERSAL TRIGGER GUN KIT	62.99	108571
101-756.000-726.000	PUSH COUPLING AND RED PEX STICK	GELZER HJ & SON INC	PUSH COUPLING AND RED PEX STICK FOR SAN	46.94	108571
101-756.000-726.000	COPPER PIPES, CUTTER, PUSH ELBOW	GELZER HJ & SON INC	COPPER PIPES, CUTTER, PUSH ELBOW, VALVE	66.65	108571
101-756.000-726.000	ELBOW, COUPLING, SHARKBITE FOR S	GELZER HJ & SON INC	ELBOW, COUPLING, SHARKBITE FOR SB	74.04	108571
101-756.000-726.000	PB CONV CUPL FOR SB	GELZER HJ & SON INC	PB CONV CUPL FOR SB	13.79	108571
101-756.000-801.000	FIRST TREATMENT OF STOCKS PARK P	AQUATIC WEED CONTROL	FIRST TREATMENT OF STOCKS PARK POND	615.00	108544
101-756.000-801.000	AERATE SOCCER AND BASEBALL FIELD	HOOP LAWN & SNOW, LLC	AERATE SOCCER AND BASEBALL FIELDS	1,000.00	108579
101-756.000-801.000	FERTILIZING FOD	HOOP LAWN & SNOW, LLC	FERTILIZING FOD	1,436.00	108579
101-756.000-801.000	PROPANE FOR SANDY BEACH CONCESSI	SPRATT'S TRADING POST INC	PROPANE FOR SANDY BEACH CONCESSIONS	109.67	108618
Total For Dept 756.000 PARKS				3,482.45	
Total For Fund 101 GENERAL FUND				94,081.21	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 000.000					
202-000.000-123.000	WORKERS' COMPENSATION FYE 2025	MML WORKERS' COMP FUND	WORKERS' COMPENSATION FYE 2025	600.36	108598
Total For Dept 000.000				600.36	
Dept 480.000 DRAINAGE					
202-480.000-801.000	OAK ST STORM WORK	PARRISH EXCAVATING, INC.	WILLOW AND OAK ST STORM PROJECT	3,850.62	108601
Total For Dept 480.000 DRAINAGE				3,850.62	
Dept 490.000 TRAFFIC					
202-490.000-726.000	PROPANE CYLINDER	GELZER HJ & SON INC	PROPANE CYLINDER	13.98	108571

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Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 490.000 TRAFFIC					
202-490.000-801.000	POSTAGE	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	8.73	870
Total For Dept 490.000 TRAFFIC				22.71	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				4,473.69	
Fund 203 LOCAL STREET FUND					
Dept 000.000					
203-000.000-123.000	WORKERS' COMPENSATION FYE 2025	MML WORKERS' COMP FUND	WORKERS' COMPENSATION FYE 2025	466.95	108598
Total For Dept 000.000				466.95	
Dept 470.000 TREES					
203-470.000-801.000	POSTAGE	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	22.54	870
Total For Dept 470.000 TREES				22.54	
Dept 480.000 DRAINAGE					
203-480.000-801.000	OAK ST STORM WORK	PARRISH EXCAVATING, INC.	WILLOW AND OAK ST STORM PROJECT	7,000.00	108601
Total For Dept 480.000 DRAINAGE				7,000.00	
Total For Fund 203 LOCAL STREET FUND				7,489.49	
Fund 208 RECREATION FUND					
Dept 000.000					
208-000.000-004.000	CASH ON HAND	MICHELLE LOREN	SANDY BEACH START UP MONEY FOR CONCESSI	300.00	108590
208-000.000-123.000	WORKERS' COMPENSATION FYE 2025	MML WORKERS' COMP FUND	WORKERS' COMPENSATION FYE 2025	1,191.91	108598
Total For Dept 000.000				1,491.91	
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-726.000	BASEBALLS 4 DOZEN	GELZER HJ & SON INC	BASEBALLS - 4 DOZEN	175.96	108571
208-751.000-726.000	SCOREBOOKS	GELZER HJ & SON INC	SCOREBOOKS	77.22	108571
208-751.000-726.006	DAY, SEASON PASSES	STOCKHOUSE CORPORATION	DAY, SEASON BEACH PASSES	470.50	108622
208-751.000-801.000	SEPTIC SERVICE - SANDY BEACH	LAPEW SANITATION - THOMAS	SEPTIC SERVICE - SANDY BEACH	800.00	108589
Total For Dept 751.000 RECREATION DEPARTMENT				1,523.68	
Total For Fund 208 RECREATION FUND				3,015.59	
Fund 247 TAX INCREMENT FINANCE ATH.					
Dept 900.000 CAPITAL OUTLAY					
247-900.000-920.000	507035798 - 110 N BROAD - DAWN	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 981 DEVELOPMENT I	533.93	868
Total For Dept 900.000 CAPITAL OUTLAY				533.93	
Total For Fund 247 TAX INCREMENT FINANCE ATH.				533.93	
Fund 271 LIBRARY FUND					
Dept 000.000					
271-000.000-123.000	WORKERS' COMPENSATION FYE 2025	MML WORKERS' COMP FUND	WORKERS' COMPENSATION FYE 2025	155.80	108598
Total For Dept 000.000				155.80	
Dept 790.000 LIBRARY					
271-790.000-726.000	WATER - LIBRARY	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	5.00	108573
271-790.000-726.000	HAND TOWELS	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	116.66	870
271-790.000-734.000	STAMPS	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	68.00	870
271-790.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (MAY)	35.63	108617
271-790.000-920.000	503691550 - 12 N MANNING - LIBRA	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 12 N MANNING	110.69	862
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - FEB24 ADULT	16.99	108580

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-982.000	BOOKS - APRIL24 ADULT	INGRAM LIBRARY SERVICES	BOOKS - APRIL24 ADULT	130.77	108580
271-790.000-982.000	BOOKS - MAY24ADULT	INGRAM LIBRARY SERVICES	BOOKS - MAY24ADULT	88.42	108580
271-790.000-982.000	BOOKS - MAY24 ADULT	INGRAM LIBRARY SERVICES	BOOKS - MAY24 ADULT	26.52	108580
271-790.000-982.000	BOOKS - APRIL24 ADULT	INGRAM LIBRARY SERVICES	BOOKS - APRIL24 ADULT	16.45	108580
271-790.000-982.000	BOOKS - MAY24 ADULT	INGRAM LIBRARY SERVICES	BOOKS - MAY24 ADULT	27.31	108580
271-790.000-982.000	BOOKS - MAY24ADULT	INGRAM LIBRARY SERVICES	BOOKS - MAY24ADULT	6.92	108580
271-790.000-982.000	BOOKS - MAY24 ADULT	INGRAM LIBRARY SERVICES	BOOKS - MAY24 ADULT	136.32	108580
271-790.000-982.000	BOOKS - JUNE24ADULT	INGRAM LIBRARY SERVICES	BOOKS - JUNE24ADULT	137.45	108580
271-790.000-982.000	BOOKS	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	25.58	870
Total For Dept 790.000 LIBRARY				948.71	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-726.000	GIFT CARD	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	33.42	870
271-792.000-726.010	SUPPLIES - SUMMER READING	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	495.72	870
271-792.000-982.000	BOOKS - MAY24 CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - MAY24 CHILDREN	10.37	108580
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - MAY24 CHILD	14.07	108580
271-792.000-982.000	BOOKS - MAY24CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - MAY24CHILDREN	11.49	108580
271-792.000-982.000	BOOKS - MAY24 CHILD	INGRAM LIBRARY SERVICES	BOOKS - MAY24 CHILD	33.03	108580
271-792.000-982.001	BOOKS - FROM DONATION MONIES	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	56.72	870
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				654.82	
Total For Fund 271 LIBRARY FUND				1,759.33	
Fund 408 FIELDS OF DREAMS					
Dept 751.000 RECREATION DEPARTMENT					
408-751.000-801.000	SEPTIC SERVICE - FIELDS OF DREAM	LAPEW SANITATION - THOMAS	SEPTIC SERVICE - FIELDS OF DREAMS	300.00	108589
Total For Dept 751.000 RECREATION DEPARTMENT				300.00	
Total For Fund 408 FIELDS OF DREAMS				300.00	
Fund 481 AIRPORT IMPROVEMENT FUND					
Dept 900.000 CAPITAL OUTLAY					
481-900.000-740.295	FUEL & LUBRICANTS - AVIATION	AVFUEL CORP	FUEL & LUBRICANTS - AVIATION	17,336.97	869
481-900.000-740.295	FUEL & LUBRICANTS - AVIATION	AVFUEL CORP	FUEL & LUBRICANTS - AVIATION	21,725.20	869
481-900.000-970.000-215041	MATERIAL FOR HANGAR RENOVATION	CARD SERVICES CENTER	G. MOORE CREDIT CARD	569.97	870
Total For Dept 900.000 CAPITAL OUTLAY				39,632.14	
Total For Fund 481 AIRPORT IMPROVEMENT FUND				39,632.14	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	WIRE - #2 TRIPLEX (CONCH)	POWER LINE SUPPLY	WIRE - INVENTORY	1,817.00	108607
582-000.000-110.000	INSULATOR RACK	POWER LINE SUPPLY	INVENTORY	78.40	108607
582-000.000-110.000	TRANSFORMER PAD - 42 X 42 X	POWER LINE SUPPLY	INVENTORY	2,830.00	108607
582-000.000-110.000	ANCHOR - 8" TWIN SCREW	POWER LINE SUPPLY	INVENTORY	1,494.00	108607
582-000.000-110.000	CONNECTOR ACSR COMPRESSION	POWER LINE SUPPLY	INVENTORY	364.35	108607
582-000.000-110.000	POLE - 65 FOOT CLASS 2	THOMASSON COMPANY	POLES	15,156.00	108627
582-000.000-123.000	WORKERS' COMPENSATION FYE 2025	MML WORKERS' COMP FUND	WORKERS' COMPENSATION FYE 2025	7,954.44	108598
582-000.000-158.000-191006	CIP-VOLTAGE UPGRADE	SSOE, INC.	PHASE 1 UPGRADE ENG & DESIGN SERVICES 1	2,860.00	108619
582-000.000-158.000-201009	4160/13200 25KVA	T & R ELECTRIC SUPPLY COME	PADMOUNT TRANSFORMERS FOR INVENTORY	53,869.08	108624
582-000.000-202.100	4CCH	KLIKOVAC, NIKOLETA	UB refund for account: 035286	3.03	108588
582-000.000-202.100	4CCH	MARSHALL, GAGE J	UB refund for account: 012294	157.84	108592
582-000.000-202.100	ROUND	NUNEZ, MARIANNA	UB refund for account: 015477	55.88	108600

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-202.100	4CCH	PERFECT GAME PROPERTIES LI	UB refund for account: 012461	391.92	108603
582-000.000-202.100	4CCH	REED, ETHAN H	UB refund for account: 024100	6.00	108609
582-000.000-202.100	4CCH	RITTER, ALISHA M	UB refund for account: 012335	3.38	108610
582-000.000-202.100	ROUND	RITTER, ALISHA M	UB refund for account: 012336	102.33	108611
Total For Dept 000.000				87,143.65	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-726.000	GLOVES	AMAZON CAPITAL SERVICES, I	GLOVES	759.86	108542
582-175.000-726.000	POSTAGE	QUADIENT FINANCE USA, INC.	POSTAGE	1,250.00	108608
582-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER - OFFICE	19.50	108613
582-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER - 45 MONROE ST	16.50	108613
582-175.000-801.000	MOW/TRIM - APRIL 2024	BAXTER LAWN AND SNOW SERV	MOW/TRIM - APRIL 2024	815.00	108547
582-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	3.24	108559
582-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	ERIC POTES	BPU BOARD MEETING PER DIEM - MAY 2024	12.50	108568
582-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	JEREMIAH JASON HODSHIRE	BPU BOARD MEETING PER DIEM - MAY 2024	12.50	108583
582-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	PETER MICHAEL BECKER	BPU BOARD MEETING PER DIEM - MAY 2024	12.50	108605
582-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	PHILIP DAVID MCDOWELL	BPU BOARD MEETING PER DIEM - MAY 2024	12.50	108606
582-175.000-801.000	REPAIR SECURITY ALARM SYSTEM POW	SAFETY SYSTEMS, INC	REPAIR SECURITY ALARM SYSTEM POWER PLAN	544.00	108615
582-175.000-801.000	BPU BOARD MEETING PER DIEM- MAY	STEVEN WELLS	BPU BOARD MEETING PER DIEM- MAY 2024	12.50	108620
582-175.000-801.000	ACCOUNTING SERVICES - APRIL 2024	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - APRIL 2024	1,969.01	108626
582-175.000-802.000	SURFACE PRO KEYBOARDS	AMAZON CAPITAL SERVICES, I	SURFACE PRO KEYBOARDS	67.14	108542
582-175.000-802.000	CANON DESKTOP SCANNERS	AMAZON CAPITAL SERVICES, I	CANON DESKTOP SCANNERS	236.94	108542
582-175.000-802.000	TOOL LANYARDS AND CARABINERS	AMAZON CAPITAL SERVICES, I	TOOL LANYARDS AND CARABINERS	29.98	108542
582-175.000-802.000	USB WEBCAMS	AMAZON CAPITAL SERVICES, I	USB WEBCAMS	14.50	108542
582-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (MAY)	80.18	108617
582-175.000-802.000	WED DINNER	CARD SERVICES CENTER	B. JANES CREDIT CARD	58.44	870
582-175.000-956.200	HOTEL - MMEA CONFERENCE	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	643.88	870
Total For Dept 175.000 ADMINISTRATIVE SERVICES				6,570.67	
Dept 543.000 PRODUCTION					
582-543.000-726.000	FOAMING DEGREASER/FLIP CAP FOAME	BEAVER RESEARCH COMPANY	FOAMING DEGREASER/FLIP CAP FOAMER	389.25	108548
582-543.000-726.000	TOMCAT HD PLASTIC MOUSE TRAP/TOM	FAMILY FARM & HOME	TOMCAT HD PLASTIC MOUSE TRAP/TOMCAT ROI	19.97	108569
582-543.000-739.000	MSCPA MEMBER POWER BILLING - APR	MICHIGAN SOUTH CENTRAL POW	MSCPA MEMBER POWER BILLING - APRIL 2024	692,811.30	871
582-543.000-740.000	STATE-DIESEL	WATKINS TRANSPORT INC	STATE-DIESEL	33,246.46	108632
582-543.000-740.300	504504154 - 201 WATERWORKS XX -	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS XY	20.33	867
582-543.000-740.400	504504154 - 201 WATERWORKS XX -	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS XY	20.33	867
582-543.000-920.400	504504154 - 201 WATERWORKS - PP	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS	507.90	866
582-543.000-930.000	1/4X1-1/4 MOSONARY SCREW	GELZER HJ & SON INC	1/4X1-1/4 MOSONARY SCREW	22.99	108571
582-543.000-930.000	MISC ABSORBENT PRODUCTS	HERITAGE CRYSTAL CLEAN, LI	MISC ABSORBENT PRODUCTS	480.00	108574
582-543.000-930.000	CONCR BONDING ADHESIVE/80# BAG M	JONESVILLE LUMBER	CONCR BONDING ADHESIVE/80# BAG MORTAR M	52.50	108584
Total For Dept 543.000 PRODUCTION				727,571.03	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	MILWAUKEE FORCE LOGIC 750 MCM DI	AMAZON CAPITAL SERVICES, I	MILWAUKEE FORCE LOGIC 750 MCM DIELESS C	4,085.99	108542
582-544.000-726.800	DRILL BITS/PILOT DRILL	AMERICAN COPPER AND BRASS,	DRILL BITS/PILOT DRILL	21.32	108543
582-544.000-726.800	WATER - 45 MONROE ST	HEFFERNAN SOFT WATER SERV	WATER - 45 MONROE ST	6.90	108573
582-544.000-730.000	HYDRAULIC CYLINDER REPAIR- OLD 3	BLACK FORKLIFT SALES & SEF	HYDRAULIC CYLINDER REPAIR- OLD 39-02	1,349.10	108550
582-544.000-730.000	2018 RAM 2500 - REMOVE AND REPLA	CRONIN HILLSDALE	2018 RAM 2500 - REMOVE AND REPLACE LEF	658.21	108562
582-544.000-730.000	6ML MED BLU THREADLOCKER	GELZER HJ & SON INC	6ML MED BLU THREADLOCKER	9.99	108571
582-544.000-801.000	BATTERIES	CIRBA SOLUTIONS SERVICES (BATTERIES	787.30	108558
582-544.000-801.000	REPLACEMENT DRUM/SHIPPING & HAND	CIRBA SOLUTIONS SERVICES (REPLACEMENT DRUM/SHIPPING & HANDLING	161.98	108558
582-544.000-801.300	REFUND - TREE TRIMMING TRAINING	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	70.10	870
582-544.000-930.000	4 PVC 45/4 PVC COUPLINGS/4 CO PL	AMERICAN COPPER AND BRASS,	4 PVC 45/4 PVC COUPLINGS/4 CO PLUG/4 FF	27.06	108543

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Fund 582 ELECTRIC FUND					
Dept 544.000 DISTRIBUTION					
582-544.000-930.000	150W ED23.5 MOG BASE	AMERICAN COPPER AND BRASS,	150W ED23.5 MOG BASE	40.70	108543
582-544.000-930.000	BLK TE/DUCT TAPE/STUD RING TERM/	AMERICAN COPPER AND BRASS,	BLK TE/DUCT TAPE/STUD RING TERM/LOCKNU	34.01	108543
582-544.000-930.000	120V 1800W T FIXED MOUNTING	AMERICAN COPPER AND BRASS,	120V 1800W T FIXED MOUNTING	35.93	108543
582-544.000-930.000	48 34W T12 FLUORESCENT	AMERICAN COPPER AND BRASS,	48 34W T12 FLUORESCENT	41.85	108543
582-544.000-930.000	LITEX CONCRETE	BECKER & SCRIVENS CONCRETE	LITEX CONCRETE	512.96	108549
582-544.000-930.000	GRADE 8 NUTS/WASHERS/BOLTS	FAMILY FARM & HOME	GRADE 8 NUTS/WASHERS/BOLTS	13.78	108569
582-544.000-930.000	BRASS HOSE REPAIR	GELZER HJ & SON INC	BRASS HOSE REPAIR	4.99	108571
582-544.000-930.000	ICE	HILLSDALE MARKET HOUSE,	ICE	22.90	108578
582-544.000-930.000	CREDIT MEMO FOR ITEMS PURCHASED	T & R ELECTRIC SUPPLY COME	CREDIT MEMO FOR ITEMS PURCHASED BY T&R	(1,850.00)	108624
582-544.000-930.000	REPAIRS & MAINTENANCE	T & R ELECTRIC SUPPLY COME	CREDIT MEMO FOR ITEMS PURCHASED BY T&R	(11,187.50)	108624
582-544.000-930.000	SHRINK WRAP	CARD SERVICES CENTER	B. JANES CREDIT CARD	49.96	870
582-544.000-930.546	GROUND WORK - INDUSTRIAL SUB	DRY MAR TRUCKING & DIRTWOF	GROUND WORK - INDUSTRIAL SUB	672.00	108566
582-544.000-970.000-215040	METAL BIN DIVIDERS	RYAN & BRADSHAW, INC.	METAL BIN DIVIDERS	35.00	108614
Total For Dept 544.000 DISTRIBUTION				(4,395.47)	
Total For Fund 582 ELECTRIC FUND				816,889.88	
Fund 588 DIAL A RIDE					
Dept 000.000					
588-000.000-123.000	WORKERS' COMPENSATION FYE 2025	MML WORKERS' COMP FUND	WORKERS' COMPENSATION FYE 2025	2,903.74	108598
Total For Dept 000.000				2,903.74	
Dept 596.000 DIAL-A-RIDE					
588-596.000-726.000	RECEIPT COPIES FOR DART	AMAZON CAPITAL SERVICES,	IFERTILIZER, PENCIL LEAD, PENS, PAPER, E	37.61	108542
588-596.000-726.000	5/30 SYNTHETIC BLEND FOR DART	WATKINS TRANSPORT INC	5/30 SYNTHETIC BLEND AND DEF FOR DART/I	498.00	108632
588-596.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	RUG & MOP RENTALS MAY 2024	16.47	108559
588-596.000-801.000	LAIR, SAMUEL - DART INJURY	HILLSDALE EMERGENCY PHYSIC	LAIR, SAMUEL - DART INJURY	1,416.00	108577
588-596.000-920.000	507035798 - 981 DEVELOPMENT DR	- MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 981 DEVELOPMENT I	60.41	868
Total For Dept 596.000 DIAL-A-RIDE				2,028.49	
Total For Fund 588 DIAL A RIDE				4,932.23	
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-110.000	METER BOX COVERS FOR METER PITS	MICHIGAN PIPE & VALVE	METER BOX COVERS FOR METER PITS	337.28	108597
590-000.000-123.000	WORKERS' COMPENSATION FYE 2025	MML WORKERS' COMP FUND	WORKERS' COMPENSATION FYE 2025	2,559.43	108598
590-000.000-202.100	SBK1	KLIKOVAC, NIKOLETA	UB refund for account: 035286	4.38	108588
590-000.000-202.100	SCCH	REED, ETHAN H	UB refund for account: 024100	3.48	108609
590-000.000-202.100	SCCH	RITTER, ALISHA M	UB refund for account: 012335	3.93	108610
Total For Dept 000.000				2,908.50	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-726.000	POSTAGE	QUADIENT FINANCE USA, INC.	POSTAGE	625.00	108608
590-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER - OFFICE	9.75	108613
590-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER - 45 MONROE ST	8.25	108613
590-175.000-801.000	MOW/TRIM - APRIL 2024	BAXTER LAWN AND SNOW SERV	MOW/TRIM - APRIL 2024	407.50	108547
590-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	1.62	108559
590-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	ERIC POTES	BPU BOARD MEETING PER DIEM - MAY 2024	6.25	108568
590-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	JEREMIAH JASON HODSHIRE	BPU BOARD MEETING PER DIEM - MAY 2024	6.25	108583
590-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	PETER MICHAEL BECKER	BPU BOARD MEETING PER DIEM - MAY 2024	6.25	108605
590-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	PHILIP DAVID MCDOWELL	BPU BOARD MEETING PER DIEM - MAY 2024	6.25	108606
590-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	STEVEN WELLS	BPU BOARD MEETING PER DIEM - MAY 2024	6.25	108620
590-175.000-801.000	ACCOUNTING SERVICES - APRIL 2024	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - APRIL 2024	984.51	108626

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Fund 590 SEWER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-802.000	SURFACE PRO KEYBOARDS	AMAZON CAPITAL SERVICES, I	SURFACE PRO KEYBOARDS	33.57	108542
590-175.000-802.000	CANON DESKTOP SCANNERS	AMAZON CAPITAL SERVICES, I	CANON DESKTOP SCANNERS	118.46	108542
590-175.000-802.000	USB WEBCAMS	AMAZON CAPITAL SERVICES, I	USB WEBCAMS	7.25	108542
590-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (MAY)	40.08	108617
590-175.000-802.000	WED DINNER	CARD SERVICES CENTER	B. JANES CREDIT CARD	34.29	870
Total For Dept 175.000 ADMINISTRATIVE SERVICES				2,301.53	
Dept 546.000 OPERATIONS					
590-546.000-930.000	REFUND - SALES TAX - REPAIR ON V	CARD SERVICES CENTER	J. GIER CREDIT CARD	(15.21)	870
590-546.000-930.980	SEWAGE REMEDIATION -12 RIVER ST	SERVEPRO OF BRANCH & SOUTH	SEWAGE REMEDIATION -12 RIVER ST	1,350.93	108616
Total For Dept 546.000 OPERATIONS				1,335.72	
Dept 547.000 TREATMENT					
590-547.000-726.900	QA SAMPLES FOR WWTP LABORATORY	ENVIRONMENTAL RESOURCES AS	QA SAMPLES FOR WWTP LABORATORY	808.63	108567
590-547.000-726.900	V508 HINGES	FAMILY FARM & HOME	V508 HINGES	9.49	108569
590-547.000-726.900	DUCT TAPE	GELZER HJ & SON INC	DUCT TAPE	10.88	108571
590-547.000-726.900	DISTILLED LABORATORY WATER WWTP	RUPERT'S CULLIGAN	DISTILLED LABORATORY WATER WWTP	21.00	108613
590-547.000-801.000	MONTHLY EFFLUENT SAMPLING WWTP	MERIT LABORATORIES	MONTHLY EFFLUENT SAMPLING WWTP	47.00	108593
590-547.000-801.000	GRIT RECERTIFICATION WWTP SAMPLI	MERIT LABORATORIES	GRIT RECERTIFICATION WWTP SAMPLING	279.01	108593
590-547.000-930.900	STRIP AND PREPARE TERRAZZO FLOOR	CERTIFIED MAINTENANCE	STRIP AND PREPARE TERRAZZO FLOOR AT WWI	1,557.90	108557
590-547.000-930.900	FLOOR CLEANER	CERTIFIED MAINTENANCE	FLOOR CLEANER	70.00	108557
Total For Dept 547.000 TREATMENT				2,803.91	
Total For Fund 590 SEWER FUND				9,349.66	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-123.000	WORKERS' COMPENSATION FYE 2025	MML WORKERS' COMP FUND	WORKERS' COMPENSATION FYE 2025	3,372.94	108598
591-000.000-202.100	WBK1	KLIKOVAC, NIKOLETA	UB refund for account: 035286	1.59	108588
591-000.000-202.100	WCCH	REED, ETHAN H	UB refund for account: 024100	3.27	108609
591-000.000-202.100	WCCH	RITTER, ALISHA M	UB refund for account: 012335	3.69	108610
Total For Dept 000.000				3,381.49	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-726.000	POSTAGE	QUADIENT FINANCE USA, INC.	POSTAGE	625.00	108608
591-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER - OFFICE	9.75	108613
591-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	WATER - 45 MONROE ST	8.25	108613
591-175.000-801.000	MOW/TRIM - APRIL 2024	BAXTER LAWN AND SNOW SERV	MOW/TRIM - APRIL 2024	407.50	108547
591-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	1.62	108559
591-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	ERIC POTES	BPU BOARD MEETING PER DIEM - MAY 2024	6.25	108568
591-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	JEREMIAH JASON HODSHIRE	BPU BOARD MEETING PER DIEM - MAY 2024	6.25	108583
591-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	PETER MICHAEL BECKER	BPU BOARD MEETING PER DIEM - MAY 2024	6.25	108605
591-175.000-801.000	BPU BOARD MEETING PER DIEM - MAY	PHILIP DAVID MCDOWELL	BPU BOARD MEETING PER DIEM - MAY 2024	6.25	108606
591-175.000-801.000	BPU BOARD MEETING PER DIEM- MAY	STEVEN WELLS	BPU BOARD MEETING PER DIEM- MAY 2024	6.25	108620
591-175.000-801.000	ACCOUNTING SERVICES - APRIL 2024	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - APRIL 2024	984.51	108626
591-175.000-802.000	SURFACE PRO KEYBOARDS	AMAZON CAPITAL SERVICES, I	SURFACE PRO KEYBOARDS	33.57	108542
591-175.000-802.000	CANON DESKTOP SCANNERS	AMAZON CAPITAL SERVICES, I	CANON DESKTOP SCANNERS	118.46	108542
591-175.000-802.000	USB WEBCAMS	AMAZON CAPITAL SERVICES, I	USB WEBCAMS	7.25	108542
591-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (MAY)	40.08	108617
591-175.000-802.000	WED DINNER	CARD SERVICES CENTER	B. JANES CREDIT CARD	23.79	870
Total For Dept 175.000 ADMINISTRATIVE SERVICES				2,291.03	
Dept 544.000 DISTRIBUTION					

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Fund 591 WATER FUND					
Dept 544.000 DISTRIBUTION					
591-544.000-726.800	HOLE SAW FOR WATER TAPS	AMERICAN COPPER AND BRASS,	HOLE SAW FOR WATER TAPS	30.46	108543
591-544.000-726.800	PEASTONE FOR BPU	DRY MAR TRUCKING & DIRTWOF	PEASTONE FOR BPU	684.00	108566
591-544.000-726.800	1.75" HOLE SAW	FAMILY FARM & HOME	1.75" HOLE SAW	19.99	108569
591-544.000-726.800	CONCRETE READY MIX X 4	GELZER HJ & SON INC	CONCRETE READY MIX X 4	33.56	108571
591-544.000-726.800	PLUMBING FITTINGS	GELZER HJ & SON INC	PLUMBING FITTINGS	52.16	108571
Total For Dept 544.000 DISTRIBUTION				820.17	
Dept 545.000 PURIFICATION					
591-545.000-727.200	SODIUM HYPOCHLORITE FOR WTP	UNIVAR SOLUTIONS USA INC	SODIUM HYPOCHLORITE FOR WTP	3,758.38	108630
Total For Dept 545.000 PURIFICATION				3,758.38	
Total For Fund 591 WATER FUND				10,251.07	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-726.000	DEF FOR DPS	WATKINS TRANSPORT INC	5/30 SYNTHETIC BLEND AND DEF FOR DART/I	615.50	108632
640-443.000-726.000	MANUALS	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	161.24	870
640-443.000-730.000	HITCH PIN SWIV HAN FOR 20.4	FAMILY FARM & HOME	HITCH PIN SWIV HAN FOR 20.4	9.99	108569
640-443.000-730.000	PLASTIC TUBINGS FOR VACTOR #29	GELZER HJ & SON INC	PLASTIC TUBINGS FOR VACTOR #29	8.64	108571
640-443.000-730.000	BLACK NIPPLE FOR #28	GELZER HJ & SON INC	BLACK NIPPLE FOR #28	2.49	108571
640-443.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	MTECH COMPANY	GUTTER BROOMS, TUBE BROOM, FLOAT ASSEME	1,141.31	108599
640-443.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	10.64	870
640-443.000-801.000	SHOP RAGS	CINTAS CORPORATION	MATS, UNIFORMS AND RAGS FOR DPS	5.00	108559
640-443.000-801.000	SHOP RAGS	CINTAS CORPORATION	MATS, UNIFORMS AND RAGS FOR DPS	5.00	108559
640-443.000-801.000	DOT INSPECTION FOR 12	HILLSDALE COMMUNITY SCHOOI	DOT INSPECTION FOR 12	75.00	108576
640-443.000-801.000	DOT INSPECTION FOR 10	HILLSDALE COMMUNITY SCHOOI	DOT INSPECTION FOR 10	75.00	108576
640-443.000-801.000	CONTRACTUAL SERVICES	HILLSDALE COMMUNITY SCHOOI	DOT INSPECTION FOR 8	75.00	108576
640-443.000-801.000	DOT INSPECTION FOR 3	HILLSDALE COMMUNITY SCHOOI	DOT INSPECTION FOR 3	75.00	108576
640-443.000-801.000	DOT INSPECTION FOR 40	HILLSDALE COMMUNITY SCHOOI	DOT INSPECTION FOR 40	75.00	108576
640-443.000-801.000	CHANGED TURBO SCTUATOR FOR VACTO	HILLSDALE COMMUNITY SCHOOI	CHANGED TURBO SCTUATOR FOR VACTOR	2,554.15	108576
640-443.000-801.000	ALL TERRAIN TIRES FOR #13	PELL'S TIRE SERVICE	ALL TERRAIN TIRES FOR #13	1,320.00	108602
640-443.000-801.000	REPAIR TAILGATE AND LATCH ASSEMB	TRUCK & TRAILER SPECIALTIF	REPAIR TAILGATE AND LATCH ASSEMBLY FOR	2,091.00	108629
640-443.000-920.000	505153845 - 149 WATERWORKS - RME	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 149 WATERWORKS	131.32	861
640-443.000-981.000	BOOM MOWER AND DUAL WHEEL KIT	MACQUEEN EMERGENCY GROUP	TRACKLESS BOOM MOWER ATTACHMENT & DUAL	36,352.00	108591
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				44,783.28	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				44,783.28	
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Dept 336.000 FIRE DEPARTMENT					
663-336.000-970.000	SIDESTEPS & BRACKETS	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	609.98	870
Total For Dept 336.000 FIRE DEPARTMENT				609.98	
Total For Fund 663 FIRE VEHICLE & EQUIPMENT FUND				609.98	
Fund 699 DPS LEAVE AND BENEFITS FUND					
Dept 000.000					
699-000.000-123.000	WORKERS' COMPENSATION FYE 2025	MML WORKERS' COMP FUND	WORKERS' COMPENSATION FYE 2025	10,975.27	108598
Total For Dept 000.000				10,975.27	
Total For Fund 699 DPS LEAVE AND BENEFITS FUND				10,975.27	

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

Fund 101 GENERAL FUND	94,081.21
Fund 202 MAJOR ST./TRUNK	4,473.69
Fund 203 LOCAL STREET FUND	7,489.49
Fund 208 RECREATION FUND	3,015.59
Fund 247 TAX INCREMENT FUND	533.93
Fund 271 LIBRARY FUND	1,759.33
Fund 408 FIELDS OF DREAM	300.00
Fund 481 AIRPORT IMPROVEMENT	39,632.14
Fund 582 ELECTRIC FUND	816,889.88
Fund 588 DIAL A RIDE	4,932.23
Fund 590 SEWER FUND	9,349.66
Fund 591 WATER FUND	10,251.07
Fund 640 REVOLVING MOBILITY	44,783.28
Fund 663 FIRE VEHICLE & EQUIPMENT	609.98
Fund 699 DPS LEAVE AND BENEFIT	10,975.27

Total For All Funds:	<u>1,049,076.75</u>
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CITY COUNCIL MINUTES

City of Hillsdale
June 3, 2024
7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Stockford opened the meeting with the Pledge of Allegiance.

Roll Call

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

Council Members present: Adam Stockford, Mayor
Anthony Vear, Ward 1
R Greg Stuchell, Ward 1
William Morrissey, Ward 2
Bruce Sharp, Ward 3
Gary Wolfram, Ward 3
Robert Socha, Ward 4

Council Members absent: Cynthia Pratt, Ward 2
Joshua Paladino, Ward 4

Also Present: David Mackie (City Manager), Tom Thompson (City Attorney), Katy Price (City Clerk), Jason Blake (DPS Director), Sam Fry (EDC Coordinator), Jake Hammel (BPU Electric Superintendent), Scott Hephner (Chief HCPD/HCFD), Brandon Janes (I.T.), Richard Smith, Sheri Ingles, Doug Ingles, Brenda Rigdon, Betsy Lackey, Bonnie McCosh, Jim McCosh, Cheryl Maier, Jean Heise, Dave McConnell, Dan Poole (HCFD), Carol Lackey, Louise Worms, Scott Sessions, Jackie Smook, Ken Todd, Steven Allen, George Allen, Ron Spence, Russel Picek, Lori Zeiler, and Andrew Gelzer.

Approval of Agenda

Motion by Councilman Morrissey, support by Councilman Vear, to approve the agenda as presented.

All ayes. Motion carried.

Councilman Paladino entered meeting at 7:02 p.m

Public Comment

Joe Mason, Hillsdale County, spoke on the Mitchell Research Center and Friends of the Mitchell and ask council not to approve a 5 year lease for building as the building maintenance/condition needs addressed. Mason suggested selling building and or connecting the Mitchell building to the new library.

George Allen, Ward four, shared his concerns on the solar energy project contract.

Brenda Rigdon, MI Historic Preservation Network, stated with the Friends of the Mitchell on funding options.

Sara Yacks, W4, shared her concerns on the solar energy project contract, would like to see more information on the project.

Elizabeth Webb, Osseo, MI, gave some historic information on the Mitchell building and library and share information on the Hillsdale Historic tour which has the Mitchell Research Center at the top of list.

Jean Heise, Ward four, spoke on the solar energy project contract.

Ken Todd, Litchfield Township, commented on the Mitchell Research Center and services offered and mentioned that organizations are struggling to stay afloat. He stated that other smaller municipalities and communities aren't able to support services like the Mitchell Research Center.

Louise Worms, Fayette St., commented on the Mitchell Research Center and suggested using the donated funds from the library and connect the buildings. Worms suggested a better sound system for council.

Stephen Allen, Ward four, commented on the solar energy project contract, suggested council to vote it down.

Scott Sessions, 102 Coldsprings Cir, stated his is related to Harriet Mitchell. Suggested some of the funds that were donated to the library be used to help maintain the Mitchell building.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of May 16, 2024 - \$848,218.21
 - 2. Payroll of May 23, 2024 - \$193,469.99
- B. City Council Minutes of May 20, 2024
- C. Ratification of Signatures Mrs. Stock's Park Use Agreement

Motion by Councilman Morrissey, support by Councilman Socha, to approve the Consent Agenda.

Roll Call:

Councilman Paladino	Aye
Councilman Wolfram	Aye
Councilman Sharp	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Vear	Aye
Mayor Stockford	Aye
Councilman Morrissey	Aye

Motion passed 8-0

Communications/Petitions

- A. CDC Meeting- Richard Smith MRC Suggested Information
- B. July 3rd Parade Participant Registration
- C. Hillsdale County Commissioner Update – Doug Ingles

Commissioner Ingles, reported the courthouse reconstruction project is on schedule for completion in late summer/early fall. The top section scaffolding will be coming down soon.

Introduction and Adoption of Ordinances/Public Hearings

None.

Old Business

- A. AMP Neer DG Michigan Solar Project Contract (Resolution)

David Mackie, City Manager reviewed item was carryover from May 20th meeting. The Michigan South Central Power Agency (MSCPA) with the assistance of the American Municipal Power (AMP) have been working on a joint solar project that will be located in the communities of Coldwater and Marshall, MI. The project will consist of 9.75 MW of capacity and energy that will be split accordingly: Clinton - .7MW, Coldwater – 3.6MW, Hillsdale – 1.2 MW and Marshall – 4.75 MW. The base price of the capacity and energy is \$68.75 / MWh, which is reasonable based on current market rates. The project will go towards our upcoming State of Michigan green energy requirements.

The project resolution and AMP Contract No. C-12-2005-4628 was included for council to review. The BPU Board and staff recommended the City Council approve both documents. The documents **have** be reviewed and approved, as to form, by the City Attorney.

Much deliberation and council discussion ensued.

Motion by Councilman Vear, support by Councilman Sharp, to approve the AMP Neer DG solar project contract and resolution as presented. **Resolution #3605.**

Roll Call:

Councilman Paladino	Nay
Councilman Sharp	Aye
Councilman Socha	Nay
Councilman Stuchell	Aye
Councilman Vear	Aye
Mayor Stockford	Nay
Councilman Morrissey	Aye
Councilman Wolfram	Aye

Motion passed 5-3

New Business

A. Q4 Budget Amendments (Resolution)

Motion by Councilman Vear, support by Councilman Sharp, to approve the Q4 budget amendments as presented. **Resolution #3606.**

Roll Call:

Councilman Sharp	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Vear	Aye
Mayor Stockford	Aye
Councilman Morrissey	Aye
Councilman Wolfram	Aye
Councilman Paladino	Aye

Motion passed 8-0

B. Set Public Hearing – Revoke IFT Certificate 2017-181 (Corecoyle Composites, LLC)

Sam Fry, Economic Development, reported during its regular meeting on October 16, 2023, City Council considered the adoption of a resolution to revoke Industrial Facilities Exemption Certificate 2017-181 issued to Corecoyle Composites, LLC, as recommended by city staff.

Mr. Drew Homovec, owner of Corecoyle Composites, LLC, appeared at the meeting and addressed Council on the status of the company’s operations at the facility located at 221 Industrial Drive, Hillsdale.

Council discussed giving Corecoyle Composites, LLC, another six months to commence production and hiring of employees. No action to revoke the IFE certificate was taken at the October 16, 2023, meeting.

City staff requested updates from Mr. Homovec on January 9, 2024, and May 13, 2024, concerning any recent progress made to commence production and hire employees, as required by the IFE Certificate and IFE Agreement. Mr. Homovec’s correspondence was attached for council to review.

Motion by Councilman Morrissey, support by Councilman Sharp, to set a public hearing for consideration to revoke IFT Certificate 2017-181 for Corecoyle Composites, LLC on June 17, 2024 at 7:00 p.m..

All ayes. Motion carried.

C. CDC Mitchell Building Recommendation

The Community Development Committee (CDC) met on May 13th to discuss the Mitchell Building Lease/Funding. After considerable discussion and public input the CDC approved recommending to the full City Council giving the Mitchell Research Center a five-year lease for \$500 per month.

The idea behind the CDC's recommendation to approve a five-year lease is that it would give the Mitchell Research Center time to fundraise and develop a long term operational plan.

Lengthy council discussion ensued regarding selling building, condition of the building, historic value to community, using potential library funds to build a hallway to connect the library and Mitchell building and the five-year leasing option.

Motion by Councilman Sharp, support by Councilman Vear, to approve the five-year lease option with the Friends of the Mitchell as presented.

All ayes. Motion carried.

Miscellaneous Reports

- A. Proclamations – None
- B. Appointment- None
- C. Other- None

General Public Comment

Richard Smith, spoke about the 1999 plan for the Mitchell building, and stated it was reconfigured to provide additional programing space and to house the library's historical and genealogical collections. The Mitchell Building is considered the library with a lot of residents.

Dave McConnelly, stated he was the chair of the Library board during 1999 and shared his experience and knowledge about the Mitchell building and services it does and mentioned that library's generally offer in other communities.

Russell Picek 150 State St., shared his concerns and experience on the boat launch condition at Baw Beese Lake, Picek asked Council to take a look at it.

City Manager Report

None

Council Comment

Councilman Socha thanked Friends of the Mitchell for doing great work. He asked and encouraged community members to help support the great organization by making a contribution. He commented on the solar project contract and his concern about mandates.

Councilman Sharp stated the Mitchell building has always been the library and to him will always be the library. Preserving it is important.

Councilman Wolfram was pleased to see that the community values and council the historic buildings.

Councilman Stuchell stated he spoke with Keefer House Hotel project manager and is pleased with the project. Late August or September, currently framing in rooms.

Mayor Stockford, commented on the Dial-a-Ride ridership increase.

Adjournment

Motion by Councilmember Sharp, seconded by Councilmember Socha to adjourn the meeting.

By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:59 p.m.

Adam Stockford, Mayor

Katy Price, City Clerk

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: June 3, 2024

Time: 6:30 PM

PRESENT:

COMMITTEE: Bruce Sharp, Gary Wolfram, Will Morrisey

STAFF: David Mackie (City Manager), Jason Blake (Director of Public Services)

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 301: First of 2 payments for Police Training

Department 595: Repair to Tug that tows airplanes at airport

Fund 582

Department 000: Connector used to connect broken power lines

Department 544: Purchase of Milwaukee Force Logic 750 crimper tool

Fund 588

Department 588: Dial-A-Ride hit pedestrian – cover medical bill

Fund 590

Department 546: Remediate sewage backup on 12 River Street

Fund 640

Department 443: Six tires

Fund 663

Department 336: Steps on side of fire truck

Motioned by Morrisey seconded by Wolfram to approve.

Motion passed 3-0.

Motioned by Morrisey and seconded by Sharp to adjourn.

Motion passed 3-0.

Adjournment 6:40 PM

Minutes prepared by Gary Wolfram

Operations & Governance Committee Meeting
May 30, 2024

Call to Order: Councilman Will Morrisey called the meeting to order at 5:00 pm

Mr. Morrisey led the Pledge of Allegiance

Roll Call: Present - councilmembers Will Morrisey, Bruce Sharp and Greg Stuchell

Also, present - City Manager/BPU Director, David Mackie and Hospital CEO, JJ Hodshire

Public Comments: No public present

Update on conflict of Interest rules: discussion on City policy “Personal Relationship in the Workplace”

- Motion made by Stuchell to incorporate City Attorney Thompson’s updated policy in the Employee Handbook.
- Motion seconded by Sharp
- Motion carried, revised policy to be submitted to full council

Discussion of rules of procedure, re: request for opinion from City Attorney:

- Motion made by Stuchell to recommend to full Council amending the City Council Rules of Procedure to add Section 10. Procedure for Council Discussions and Action, 10.7, All legal opinions sought out by a member or members of the City Council shall first be approved by a majority vote of the City Council at a regularly scheduled meeting.
- Motion seconded by Sharp
- Motion carried

Closed Meeting:

- Motion made by Stuchell to go into closed session for City Manager personnel evaluation matter.
- Motion seconded by Sharp
- Roll call vote: Morrisey – Yes, Stuchell – Yes and Sharp – Yes
- Motion made by Stuchell to exit closed session at 5:43 pm
- Motion seconded by Sharp
- Motion carried

Adjournment:

- Motion by Sharp to adjourn the meeting at 5:45 pm
- Motion seconded by Stuchell
- Motion carried

City of Hillsdale
Agenda Item Summary

MEETING DATE: June 17, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Renew Microsoft Software Assurance Licensing

BACKGROUND PROVIDED BY STAFF: Brandon Janes, Technical Services

Project Background:

The Hillsdale Board of Public Utilities uses Microsoft software for our daily operations of servers, operating systems, and software.

Annual renewal for our software assurance for SQL, Remote Desktop, and Windows Servers amounts to \$9,197.00 and is purchased through of Microsoft reseller, SOnit Systems.

This is a shared expense with the City of Hillsdale and has been budgeted for during the upcoming budget year.

RECOMMENDATION:

Hillsdale BPU board recommends renewing the Microsoft licensing at a cost of \$9,197.00.



www.sonit.com
419-446-2151

130 Westfield Drive, Archbold, OH 43502

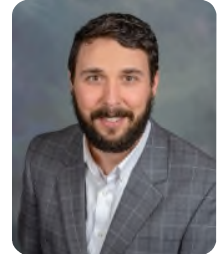
Quote SONQ18268

Prepared For:

City of Hillsdale
Brandon Janes
Phone: (517) 437-6499
97 N Broad Street
Hillsdale, MI 49242
bjanes@hillsdalebpu.com

Prepared By:

Don Lawson
Technical Solutions Advisor
Phone: 419-446-6456
Fax:
Email: donl@sonit.com



Print this page

Line Item Detail

Qty	Description	Unit Price	Ext Price
Microsoft Software Assurance :			\$7,217.00
<ul style="list-style-type: none"> • Prior Microsoft Agreement # V0970824 • Current year ends 7/31/2024 • First year of a 3-year agreement paid annually. • Anniversary orders cannot be placed more than 30 days before the usage date. This means that Sonit will not be able to officially place this order with Microsoft before 7/1/2024. 			
<input checked="" type="checkbox"/> 2	Microsoft SQL Server Standard Core Edition - Software Assurance - 2 Core - Price Level D - Additional Product, 1 Year Acquired Year 1 - Microsoft Open Value - PC • Currently 2	\$990.00	\$1,980.00
<input checked="" type="checkbox"/> 5	Microsoft Windows Remote Desktop Services - Software Assurance - 1 User CAL - Price Level D - 1 Year Acquired Year 1, Additional Product - Microsoft Open Value - PC • Currently 5	\$37.00	\$185.00
<input checked="" type="checkbox"/> 24	Microsoft Windows Server Datacenter Edition - Software Assurance - 2 Core - Price Level D - Additional Product, 1 Year Acquired Year 1 - MOLP: Open Value • Currently 24	\$194.00	\$4,656.00
<input type="checkbox"/> 0	Microsoft Windows Server Standard Edition - Software Assurance - 2 Core - Price Level D - Additional Product, Government, 1 Year Acquired Year 1 - Microsoft Open Value - All Languages - PC • Currently 16	\$32.00	\$0.00
<input checked="" type="checkbox"/> 36	Microsoft Windows Server - Software Assurance - 1 User CAL - Microsoft Open Value • Currently 36	\$11.00	\$396.00
Microsoft Software Assurance for SQL:			\$1,980.00
<ul style="list-style-type: none"> • Microsoft Agreement # V1880153 - second year of three • Current year ends 8/31/2024 • Anniversary orders cannot be placed more than 30 days before the usage date. This means that Sonit will not be able to officially place this order with Microsoft before 8/1/2023. 			
<input checked="" type="checkbox"/> 2	Microsoft SQL Server Standard Core Edition - Software Assurance - 2 Core - Price Level D - Additional Product, 1 Year Acquired Year 1 - Microsoft Open Value - PC	\$990.00	\$1,980.00

SubTotal:	\$9,197.00
Estimated Shipping:	\$0.00
Sales Tax:	\$0.00
Total:	\$9,197.00

Ready to Accept?

Order Confirmation

- We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.
- Freight and taxes are estimates or not included.
- Quotes are valid for 30 days, subject to supplier pricing and product availability at the time of shipping. Standard payment terms are Net 20, and some orders may require a down payment prior to placing the order.
- Sonit Systems does not accept hardware or software returns for items that have been used. Sonit will work with the supplier to try and return items that have not been used, and fees for processing, restocking, and shipping will be billed to the customer. Liability is limited to the cost of products and services.
- Time for labor is an estimate only. Delays in responses can delay the completion of projects and increase time spent. Time quoted does not include travel time, of which we normally charge the hourly rate for one-way. Hours are assumed to be during regular business hours of 8 am to 5 pm M-F. Any work that needs to be done after hours will be billed at a higher rate.

I agree to the terms and conditions of the above document and any attachments with an electronic signature below.

IP Address 198.109.195.2

PO Number

(Optional: Enter PO Number as your reference only.)

Comments

Email

Address

Printed Name

Signature

"signatures" could include: /john smith/; /js/; /js123/, etc

[Click to Accept](#)

Uploads Area

Have Questions?

Not Ready To Accept? Have Questions?

[Submit](#)

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Eastern Daylight Time UTC-04:00

Sonit Systems

City of Hillsdale
Agenda Item Summary

MEETING DATE: June 17, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Renew Milsoft Licensing

BACKGROUND PROVIDED BY STAFF: Brandon Janes, Technical Services

Project Background:

The Hillsdale Board of Public Utilities uses Milsoft Utility Solutions for our Outage Management systems. This software is critical to the electric utility regarding outage notifications, mapping of the system, and repair.

Annual renewal running from July 2024 to June 2025 is \$7980.00

This has been budgeted for during the upcoming budget year

RECOMMENDATION:

Hillsdale BPU board recommends renewing the Milsoft licensing at a cost of \$7,980.00.

DATE	INVOICE #
6/1/2024	20243204

BILL TO:
Hillsdale Board of Public Utilities Technical Services 45 Monroe Street Hillsdale, MI 49242

PO #	TERMS	DUE DATE	
	Upon Receipt	6/1/2024	
DESCRIPTION	QTY	UNIT PRICE	AMOUNT
WindMil Support (1st License) 07/24-06/25		3,885.00	3,885.00
LightTable Support (1st License) 07/24-06/25		735.00	735.00
LandBase Support (1st License) 07/24-06/25		735.00	735.00
WindMilMap Support (1st License) 07/24-06/25		2,100.00	2,100.00
WindMilMap Support (Additional License) 07/24-06/25		525.00	525.00

Invoice Due Upon Receipt. Invoices beyond 30 days will be charged 1.5% interest monthly. For questions regarding this invoice, contact accounting@milsoft.com or call 800-344-5647.	TOTAL	\$7,980.00
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City of Hillsdale
Agenda Item Summary

MEETING DATE: June 17, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Q-Mation/AVEVA SCADA licensing/maintenance agreement

BACKGROUND PROVIDED BY STAFF: Brandon Janes, Technical Services

Project Background:

The HBPU uses Aveva software (formerly Wonderware) to control its SCADA system on the electric distribution side. This software is currently setup and functional. The software licensing and support renewal is due at a cost of \$10,836.00 and has been budgeted for.

RECOMMENDATION:

Hillsdale BPU Board recommends to renew the Aveva/Wonderware support contract at a cost of \$10,836.00 to Q-Mation.



SOLE SOURCE / BEST SOURCE JUSTIFICATION

To be completed by the Department and forwarded to City Manager for Approval

Vendor: Q-Mation – Formerly dba Wonderware North

Amount \$10,836.00

Department: Technical Services/ Power Plant/Electric SCADA system

Date: 6/5/24

Sole Source – A single vendor is uniquely qualified to meet the City's procurement objective.

Provide an explanation of the need that has to be fulfilled, focusing on the requirements (not a description of the product or service, which satisfies that need). Why is this vendor the only one that can fulfill the need identified? Describe the unique aspects of their product or service or attach letter from vendor:

Aveva/Wonderware is the software used for out electric SCADA system. This is the current system installed.

Check appropriate reason below:

- This is a product manufactured by a single vendor.
- This product or service is sold only through this single distributor.
- This service is unique to a single organization.
- An unusual or compelling urgency exists (explain below).

What activities have already occurred prior to submitting this request? Discuss what other products and services in the market were reviewed and why they didn't fulfill the need. Have



you already evaluated products or services available on the market and then made a determination that this product or service is the only one that meets your need? Has the vendor already done any work related to this project or purchase?

This is the current system installed for our electric SCADA usage. There are other companies that can implement a SCADA solution but could cost several hundred thousand dollars. SCADA systems will be looked at during the upgrade of our electric system over the next few years.

■ Best Source – Does the need meet one of the following “best source” definitions instead of the sole source definition referenced above (explain below):

- The product or service must match or be compatible with current equipment or services; or
- It would not be economically feasible for another vendor to provide the product or service needed; or
- A single vendor is uniquely qualified to fulfill the City’s need; or
- An unusual or compelling urgency exists.

REQUESTED BY:

Signature _____ Date _____

(Typed Name) _____

APPROVALS:

City Manager _____ Date _____

May 16, 2024

Company Name **City of Hillsdale-Bd. of Pub. Wk.**
Contact **Brandon Janes**
Support Agreement ID **112093**
Support Level **Standard**
Current Expiration Date **August 19, 2024**
Reference **CityofHillsdale-Bd.ofPub.Wk._112093_Janes_08192024WCF**

Brandon:

Thank you for your investment in AVEVA products and participation in the **AVEVA Customer FIRST Support Program**. The Customer FIRST Support Program ensures that you continue to get the most value from your investment by providing access to software license upgrades along with convenient access to highly skilled resources to remedy any issues you experience as you install, fine-tune, and upgrade your AVEVA software. Through any phase of your application lifecycle, Customer First membership gives you the support, services, and resources you need to be successful.

AVEVA Standard Customer FIRST includes the following benefits:

- Free software version upgrades, fixes, patches and service packs keep your AVEVA software current and secure, leveraging new features and ensuring that existing applications keep running
- Access to award-winning live phone and email technical support, with expert assistance throughout the software lifecycle (currently 8:00am EST to 8:00pm PST)
- Access to CHAT support via www.q-mation.com
- Software Utilities – Leverage a growing stable of software utilities, including: the Software Asset Manager, to quickly and easily track and manage your AVEVA software licenses and apply security and performance software updates at multiple locations

PLUS with a Premium or Elite Customer First Support Agreement, enjoy access to Emergency (Plant Down) 24/7/365 technical support (delivered after hours by dialing a special support number, entering credentials and receiving a callback in approximately 20-30 minutes via an answering service)

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount. Beyond 60 days, a new quote will need to be created to include penalties plus upgrades.

Customer FIRST Support Renewal

Current Expiration Date: August 19, 2024
Renewed Expiration Date: August 19, 2025

Standard Level Support

The renewal quotation below is based on the attached list of licenses registered to your site. Licenses not on the agreement will be ineligible for support/version upgrades.

Below is the price to maintain your current level of support.

Part Number	Description	Price
WWCFS-2000	AVEVA Customer FIRST Agreement – Standard Level – One Year	\$10,836

A budgetary number for planning purposes for the upcoming support year(s) can be provided at request. The final support agreement pricing for the next year is typically based on an inflationary (0-10%) increase in license value as well as licenses purchased during the support agreement term.

Simply call or e-mail me if you have any questions.

Best Regards,

Suzie Boos

Q-mation, Inc.
sboos@q-mation.com

Reference WCF Support Agreement ID112093 and address your order to Q-mation (Wonderware North)

<p>City of Hillsdale-Bd. of Pub. Wk. Ordering Information</p> <p>Q-mation DBA Wonderware North 425 Caredean Drive Horsham, PA 19044</p> <p>Email sales@q-mation.com Phone (877) 900-4996</p>	<p>Terms & Conditions</p> <ol style="list-style-type: none"> 1. Quotation is valid thru the last day of active Customer First 2. Payment terms are Net 30 Days 3. Transportation is prepaid and added 4. F.O.B. is Q-mation, Horsham, PA 5. Quotation does not include any taxes. Tax exemption number must be on file or applicable taxes will be added. 6. Tax ID: 23-2549974
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Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount. Beyond 60 days, a new quote will need to be created to include penalties plus upgrades.

(Hillsdale, MI) - License List

Part Number	Part Description	Software License Number
InTch-06-C-20	UpgC, InTouch HMI 2020 Wrkst 60000 Tag with I/O	1063936-5
InTch-01-C-20	UpgC, InTouch HMI 2020 Wrkst Read-only	1073033-5
InTch-06-C-20	UpgC, InTouch HMI 2020 Wrkst 60000 Tag with I/O	1512144-3
HstStd-02-C-20	UpgC, Historian 2020 Standard, 500 Tag	1512145-3
HstClt-01-C-20	UpgC, Historian Client Desktop 2020 Concurrent, Single User	1512146-3
InTch-06-C-20	UpgC, InTouch HMI 2020 Wrkst 60000 Tag with I/O	528335-5
InTch-06-C-20	UpgC, InTouch HMI 2020 Wrkst 60000 Tag with I/O	748394-5
DevStd-04-C-20	UpgC, Dev Studio 2020 Unlim Unlim / 60000 / 500	528324 -5
12-12771	WW Skelta BPM Developer Edition 1 user	1512143-1(part of 528324)

City of Hillsdale

Agenda Item Summary

MEETING DATE: June 17, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Carleton Lift Station Bypass Pumping

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

Project Background:

All of the lift stations were installed in the early 1980's and are showing their age. They are all Smith and Loveless brand and therefore we are locked in with that source. Staff budgeted to upgrade Barber lift station but with the evolving plans with that station, we would like to switch attention to Carleton instead. This proposal is for bypass pumping to provide access inside the existing wet well to remove the old equipment, prep, and install the new equipment. The quote from LD Docsa is for the same services we will get with Concord Excavating. Funds were budgeted in CIP budget.

RECOMMENDATION:

Hillsdale BPU board supports award of the proposal from Concord Excavating & Grading, Inc. at a cost of \$15,575.00.

Customer: City of Hillsdale

Date: March 26, 2024

Representative: Jeff Geir

Facility: Carleton Road Lift Station

SCOPE OF WORK

LDD to remove and replace an existing Smith and Loveless suction lift station with new station provided by others. Labor, new schedule 80 PVC suction pipe, and equipment to replace station.

INCLUSIONS

1. Labor and tools needed to safely remove and replace existing Smith & Loveless suction lift station
2. New schedule 80 6" PVC suction pipe
3. Bypass pumping
4. Overtime as needed

EXCLUSIONS

- Bonds
- Electrical
- Painting
- Smith & Loveless Equipment

TOTAL COST **Seventy Five Thousand Three Hundred Forty Six dollars and 00/100. \$ 75,346.00**

Thank-you for the opportunity to provide you with a quote. We look forward to working with you on this project, and/or future projects. If you have any questions or concerns, kindly contact our office at your earliest convenience. Note, pricing is valid for 30 days from date of quote.

Doug Prudden, Superintendent of Infrastructure Services

March 26, 2024

Submitted By

Date

PROPOSAL

Concord Excavating & Grading, Inc.

P.O. Box 250
Concord, MI 49237
(517) 524-8365
Fax (517) 524-8363

May 15, 2024

TO: CITY OF HILLSDALE ATTN: JEFF GIER 97 N. BROAD STREET HILLSDALE, MI 49242	JOB: BYPASS LIFT STATION - 1,400 FT
---	--

DEAR JEFF,

PER YOUR REQUEST, CONCORD EXCAVATING IS PLEASED TO QUOTE YOU ON THE ABOVE-NAMED PROJECT AS FOLLOWS:

1. BYPASS PUMP
2. 20' SUCTION HOSE
3. 1,400' DISCHARGE HOSE
4. SETUP AND TEARDOWN BYPASS
5. TWO DAYS BYPASS - 20 HRS OF RUN TIME
6. RAMP THRU DRIVEWAY - 2 EACH

LUMP SUM \$11,275.00

ALTERNATE: LABOR ONLY (MATERIAL PROVIDED BY CITY)

1. REMOVE PUMPS AND REPLACE - 2 DAYS
2. 245 EXCAVATOR
3. 2 LABORS
4. SERVICE TRUCK WITH TOOLS

LUMP SUM \$4,300.00

BONDS AND DUES ARE NOT INCLUDED IN OUR BID

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT (517) 262-9029.

SINCERELY,

BRANDON GLOAR

BRANDON GLOAR
PRESIDENT

ACCEPTANCE OF PROPOSAL _____

ACCEPTANCE DATE _____

City of Hillsdale BPU
Agenda Item Summary

MEETING DATE: June 17, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Carleton Lift Station Upgrade

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

Project Background:

In addition to overhauling this station, staff proposes to replace the control panel at Carleton lift station. This proposal is for a new control panel that will go with the previously approved platform, piping, and enclosure.

RECOMMENDATION:

Hillsdale BPU board supports award of the proposal from Smith & Loveless, Inc. at a cost of \$19,778.00.



Smith & Loveless, Inc.

SALES AGREEMENT

Date: March 11, 2024
Project: Hillsdale, MI (Carlton Road)
Inq #: SK-35542
Rev. 00
Existing S&L SN: 16-1994

Customer Contact: Jeff Gier
Customer Phone: (517) 437-6412
Customer Email: jgier@hillsdalebpu.com

Your local Smith & Loveless Representative Contact Information:

Salesperson & Contact Phone: John Liam Greaney (708) 891-4400
Representative Company: Solberg Knowles & Associates,
A Division of Gasvoda & Associates
Representative Email: jlgreaney@gasvoda.com

Scope of Equipment: **Custom control panel in a NEMA 12 enclosure for wet well mounted station with relay logic automatic pumping level controls.**

- To operate two (2) 5 HP, 3/60/230 V motors.
- Panel estimated to be 24" tall X 42" wide X 8" deep.
- Standard panel includes breakers, NEMA starters, overload coils, running time meters, automatic alternator with manual switch, high water alarm relay, pump failure/prime failure relays, environmental controls, blower thermostat, relays for vacuum pumps and solenoid valves, HOA switches, and GFI convenience receptacle.
- Specials include low water alarm relay, time delay relay, intrinsically safe float relays, and one (1) spare 20A circuit breaker for customer use.

Price (includes freight): **\$19,778**

-MORE-



Smith & Loveless, Inc.

Page: 2 of 4
Inq: SK-35542
Rev. 00
SN: 16-1994
Location: Hillsdale, MI (Carlton Road)

SHIPMENT: Manufacturing completion is Estimated at 14-16 Weeks from approved submittals.
SUBMITTALS: Submittal Data, if required, is Estimated 4-6 Weeks after receipt of complete details at Seller's factory.
FUEL SURCHARGE: Any fuel surcharge assessed to Smith & Loveless, Inc. Shall be passed on at cost to customer.
INSTALLATION: Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.
FREIGHT: F.O.B. Origin.
PAYMENT: All purchase orders must be made out to Smith & Loveless, Inc.
TERMS: Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department.
TIME FRAME: Quote is good for 30 days.
EQUIPMENT: If the equipment Smith & Loveless is providing is associated with the retrofit or modification of existing equipment, field adjustments to the existing and/or new equipment may be required for correct installation.

Agreed to this ___ day of ___, 202_. Lenexa, KS. Agreed to this ___ day of ___, 202_ at

BUYER

SMITH & LOVELESS, INC.

By: _____
PRINT NAME

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY, STATE, ZIP

PHONE

By: _____
AUTHORIZED SIGNATURE

Is this purchase tax exempt? ___ Yes ___ No
If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.



Smith & Loveless, Inc.

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.
 - B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.
 - C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
 - D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.
 - E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.
 - F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.
2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.
3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.
4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.
5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.



Smith & Loveless, Inc.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.
7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.
8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.
9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.
10. SEVERABILITY - If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.
12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.
13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.
14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

14040 Santa Fe Trail Drive. Lenexa, KS 66215

P: 913.888.5201 F: 913.748.0106

www.smithandloveless.com

City of Hillsdale

Agenda Item Summary

MEETING DATE: June 17, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Carleton Lift Station Standby Generator

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

Project Background:

Clark Electric installed a standby generator on our Barber lift station last year. They were the low bid then and this pricing is \$1,450 less than that generator. Staff recommends going with this local contractor. This will be the final proposed update to Carleton lift station with a grand total of around \$121,652. Funds are in the CIP under Barber Lift Station Upgrades with \$170,000 budgeted.

RECOMMENDATION:

Hillsdale BP board supports award of the proposal from Clark Electric, Inc. at a cost of \$19,750.00.



Clark Electric, Inc.

187 Uran Street
Hillsdale, MI 49242

Phone 517-439-2449
Fax 517-439-2450

6/5/24

Hillsdale BPU
101 West Galloway Drive
Hillsdale MI 49242

Dear, Jeff

We propose to supply material and labor to install a new 24Kw Kohler Generator at the Carlton Road Lift Station. This would include the following.

- New 100amp Three Phase Automatic Transfer Switch mounted on the existing Service Pole.
- New 24Kw 120/240-volt Three Phase NG gas Kohler Generator located Northeast of the existing Service Pole.
- Supply and install a new concrete pad to accommodate the new Generator.
- All wiring to connect the ATS and Genset to the existing Service.
- Battery, Oil, Block Heater and Factory Authorized Start-up.
- Pull all necessary Permits and schedule inspections.

The total cost for the above would be \$19,750.00
(Nineteen Thousand Seven Hundred Fifty Dollars)

If you would prefer to upgrade to a 30Kw Generator just in case the Station increased in size the added cost would be \$2,320.00. (Two Thousand Three Hundred Twenty Dollars)

If you have any questions please call.

Respectfully Submitted,

Dewey Rogers

Dewey Rogers
Clark Electric Inc.

City of Hillsdale
Agenda Item Summary

MEETING DATE: June 17, 2024
AGENDA ITEM #: Consent Agenda
SUBJECT: Trim/Remove Vegetation Markris Bid
BACKGROUND PROVIDED BY STAFF: Jake Hammel, Director of Electric

Project Background:

BPU Forester Kaleb Dorweiler prepared bid specifications for trimming of conductors running east and west from M-99 to Howell Street, on the north side of Markris Drive. This section carries three primary circuits, including the feeder for the hospital. The area has significant access issues and will require a combination of tracked yard machines and climbers for backyard work. Trees will primarily be ‘L’ trimmed to maintain clearance from conductors, with all brush and wood removed from maintained yards.

RECOMMENDATION:

Hillsdale BPU board supports award for this vegetation trimming and removal to Wright Tree Service in the amount of \$19,786.47.

VENDOR	BID PRICE
Wright Tree Service	\$ 19,786.47
Integrity Tree	\$ 47,645.18
Tree Servants LLC	\$ 55,321.56
Treeworks	\$ 78,500.00
Top Notch Tree Care	\$ 93,000.00

06/03/2024
11:59 AM

SPECIAL ASSESSMENT ROLL
RANGE: CODENF - CODENF, INDEX: SPECIAL CODE
All Special Assessments
SUMMER SEASON

Page: 1/1
DB: 2024 Hillsdale City Curren

Parcel No	Owners Name	Sp. Assessment	Amount	Taxable Value
30-006-427-435-03	HILLSDALE COUNTY TREASURE 61 S HOWELL ST HILLSDALE MI 49242	CODENF: CODE ENFORCEMENT	38,342.00	1,878
. W-4 COM AT SW COR OF LOT 70; RUNNING TH N 45FT 3 IN; TH E 88 FT 9 IN; TH S 45 FT 5 IN; TH W 88 FT 9 IN TO POB, SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4				
30-006-426-328-02	PALADIN HOMES LLC 47 E ST JOE ST HILLSDALE MI 49242	CODENF: CODE ENFORCEMENT	525.00	5,300
. W4 S 37 FT OF W 99 FT OF LOT 134 SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4				
30-006-426-328-02	PALADIN HOMES LLC 47 E ST JOE ST HILLSDALE MI 49242	CODENF: CODE ENFORCEMENT	1,899.00	5,300
. W4 S 37 FT OF W 99 FT OF LOT 134 SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4				
30-006-426-328-02	PALADIN HOMES LLC 47 E ST JOE ST HILLSDALE MI 49242	CODENF: CODE ENFORCEMENT	17,964.00	5,300
. W4 S 37 FT OF W 99 FT OF LOT 134 SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4				
Totals for CODENF CODE ENFORCEMENT		Count: 4	58,730.00	17,778
Grand Totals		Count: 4	58,730.00	17,778

THE CITY OF HILLSDALE'S
FOURTH
of
JULY ★ ★

INDEPENDENCE DAY PARADE

6PM, WED. JULY 3

DOWNTOWN HILLSDALE

PRESENTED BY: HILLSDALE ROTARY



**Support Rotary's Fitness Park & Playground
Project coming soon to downtown Hillsdale!**

*To donate, visit www.abouthccf.org/donate and select
"Hillsdale Rotary Club Project Fund" under Funds.*

**PARADE LINEUP BEGINS AT 5PM AT THE MIDTOWN
PARKING LOT. TO REGISTER AN ENTRY, PLEASE CALL
517-437-6426 OR EMAIL SFRY@CITYOFHILLSDALE.ORG.**

City of Hillsdale's Independence Day Parade 2024 Parade Rules and Regulations & Safety Guidelines

1. All entries must be registered to participate. The City of Hillsdale reserves the right to refuse any entry that is not appropriate, in good taste, or not in the best interest of the parade.
2. Drivers of an entry must have a valid driver's license and be at least 18 years of age. Please have your driver's license with you on the day of the parade, as parade officials may be checking.
3. No sirens or horns – Please refrain from using them for this parade as it will compete with the musical entries and concern has been expressed that it scares some small children and animals in the parade, which could endanger bystanders.
4. Equestrian and animal entries must provide equipment and personnel to clean up after the animals.
5. All parade participants are required to conduct themselves in such a manner as to not infringe on the rights of those individuals that live in or along the parade route and staging area. This also applies to not infringing on the rights of the other participants as well.
6. Please clean up after yourself. We want Hillsdale to be a clean city for our community and visitors to enjoy. Be safe and have fun in the parade!

SAFETY REQUIREMENTS:

1. No objects, including candy, flyers, or party favors, may be thrown from any entry or by any participants in the parade, which includes along the parade route and in the staging area. Objects may be distributed, but must be passed out by hand.
2. Walking entries must be in a group and stay together.
3. There will be no live fires, fireworks, or open flames on any float.
4. There are to be no vision obstructions to tow vehicles. An observer other than the driver is recommended with all towed entries.
6. Float riders are only permitted to ride on the float during the parade. Load onto the float at the staging area and then unload back at the staging area.
7. Alcoholic beverages are not allowed in the staging area, during the parade, or when unloading. Intoxication is not allowed and will be handled by the proper authorities.
8. No smoking near or on any entries.

Failure to comply or a violation of any of these rules or safety requirements can result in you being ineligible to be in the parade.

City of Hillsdale's Independence Day Parade 2024 Parade Registration Form

Parade is Wednesday, July 3rd, 2024 at 6:00 PM. Line up for the parade begins at 5:00 PM at the Midtown Parking Lot. Please don't be late to check in!

Business, Organization, Group, or Family Name: _____

Contact (Responsible Party): _____ Phone: _____

Address: _____ City: _____ Zip Code: _____

Email: _____

Category (*Please check all that apply*):

- Float
- Marching Band
- Musical Group
- Veteran/Military Unit
- Civic/Religious Organization
- Animal – List Type of Animal(s) _____
- Individual/Family

By signing below, I attest that I have read the parade rules and regulations and safety guidelines and will abide by them.

Responsible Party Signature: _____

Date: _____

Completed registration forms may be emailed to sfry@cityofhillsdale.org or
dropped off at: 97 N. Broad Street, Hillsdale, MI 49242.
Questions? Call 517-437-6426.

Thank you for joining our parade!

City of Hillsdale

Agenda Item Summary

Meeting Date: June 17, 2024

Agenda Item: Public Hearing

SUBJECT: Resolution to Revoke Industrial Facilities Exemption Certificate 2017-181, issued to 221 Industrial Drive — Corecoyle Composites, LLC

BACKGROUND PROVIDED BY STAFF (Sam Fry, Economic Development Coordinator, with assistance from Kim Thomas, Assessor)

On January 4, 2016, Council adopted Resolution #3258 to establish a Plant Rehabilitation District encompassing the property located at 221 Industrial Drive, which had been vacant for approximately 10 years. The property was purchased by Two2One, LLC, on December 15, 2016, for occupation by Corecoyle Composites, LLC. On July 26, 2017, Corecoyle Composites, LLC, submitted an application for an Industrial Facilities Tax Exemption (IFE) Certificate for its rehabilitation project, started March 1, 2017, with a projected end date of December 15, 2020. The total cost of the building and improvements reported by the applicant was \$1,308,638. On September 15, 2017, Council adopted Resolution #3319 approving the application. On October 25, 2017, Corecoyle Composites, LLC, entered into an Industrial Facilities Exemption Certificate – Letter of Agreement pursuant to the IFE application submitted to the City of Hillsdale. A copy of the IFE Agreement is attached. Certificate 2017-181 was issued on December 12, 2017, by the State Tax Commission with an expiration of December 30, 2032.

Section 15(2) of Public Act 198 of 1974 addresses requests for revocation initiated by the local governmental unit. This section lists specific reasons why an IFE Exemption Certificate may be revoked by the local governmental unit.

If the company does not request revocation, the local governmental unit may find the facility's compliance with utilizing the real and/or personal property for which the exemption was granted is not being met and should adopt a resolution revoking the IFE certificate.

In the IFE application submitted to the City of Hillsdale in 2016, Corecoyle Composites, LLC, stated it would create 12-25 new jobs at the facility within two years of completion. The primary purpose in granting IFE certificates from an economic development standpoint is seeing manufacturing jobs created or retained by the applicant, not just money invested in the facility. Information received by the City does not indicate that production has commenced within the subject facility nor that Corecoyle Composites, LLC, has hired any new employees in connection with such production.

To revoke the certificate, Council would need to pass a resolution to be sent to the State Tax Commission for issuance of an official Order of Revocation. A party aggrieved by the STC may

appeal the revocation under the provisions of the Administrative Procedures Act (APA). The APA provides that a request for a rehearing of an STC decision should be filed, in writing, within 60 days from the date that the STC mailed the notice of revocation.

RECOMMENDATION:

It is the recommendation of city staff that Council adopt the attached resolution revoking Industrial Facilities Exemption Certificate 2017-181. It is further recommended that Council direct the city manager, upon receipt of an order from the State Tax Commission revoking the certificate, to invoke the clawback provision contained within Section 7 of the IFE Agreement between the City of Hillsdale and Corecoyle Composites, LLC.

RESOLUTION REVOKING AN IFE CERTIFICATE

Minutes of a regular meeting of the City Council of Hillsdale, held June 17, 2024, at City Hall, 97 North Broad Street, Hillsdale, Michigan at 7:00 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and supported by _____.

Resolution _____ Revoking the Industrial Facilities Exemption Certificate 2017-181 for Corecoyle Composites LLC.

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 *et seq.*, after a duly noticed public hearing held on January 4, 2016, this Council by resolution established Hillsdale Plant Rehabilitation District #2016-1; and

WHEREAS, the City of Hillsdale approved an application from Corecoyle Composites LLC requesting an Industrial Facilities Exemption Certificate 2017-181 for real property of \$1,093,907 investments located at 221 Industrial Drive, Hillsdale, Michigan; and

WHEREAS, Corecoyle Composites LLC has failed to proceed in good faith with the operation of the facility for the Rehabilitation Facility with respect to real property located at Corecoyle Composites LLC – 221 Industrial Drive, Hillsdale, Michigan.

NOW, THEREFORE, BE IT RESOLVED BY the Council of the City of Hillsdale that the Council hereby revokes Industrial Facilities Exemption Certificate number 2017-181 for Corecoyle Composites LLC for real property with \$1,093,907.00 original amount approved property located at 221 Industrial Drive, Hillsdale, Michigan.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Council of City of Hillsdale, County of Hillsdale, Michigan, at a regular meeting held on June 17, 2024.


Adam L. Stockford, Mayor

Katy Price, City Clerk

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date Received by Local Unit 7-26-2017
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Corecoyle Composites LLC		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 326130	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 221 Industrial Drive Hillsdale, MI 49242		1d. City/Township/Village (indicate which) City of Hillsdale	1e. County Hillsdale
2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input checked="" type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Hillsdale Community Schools	3b. School Code 30020
		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

See attached "Section 5" details including description of facility, proposed use and extent of renovations.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ \$1,308,638 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ \$1,308,638 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	▶ <u>03/01/2017</u>	<u>12/15/2020</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	▶ <u>07/01/2017</u>	<u>12/1/2019</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. none	10. No. of new jobs at this facility expected to create within 2 years of completion. 12-25
--	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	\$93,800
b. TV of Personal Property (excluding inventory)	\$0
c. Total TV	\$93,800

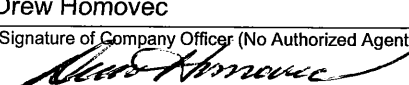
12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 1/4/16	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Corecoyle CompositesLLC	13b. Telephone Number 248 464 4456	13c. Fax Number	13d. E-mail Address drew@homovec.com
14a. Name of Contact Person Drew Homovec	14b. Telephone Number 248 464 4456	14c. Fax Number	14d. E-mail Address drew@homovec.com
▶ 15a. Name of Company Officer (No Authorized Agents) Drew Homovec			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 6496 West Oaks Dr., West Bloomfield, MI 48324		15f. Telephone Number 248 747 7470	15g. E-mail Address drew@homovec.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

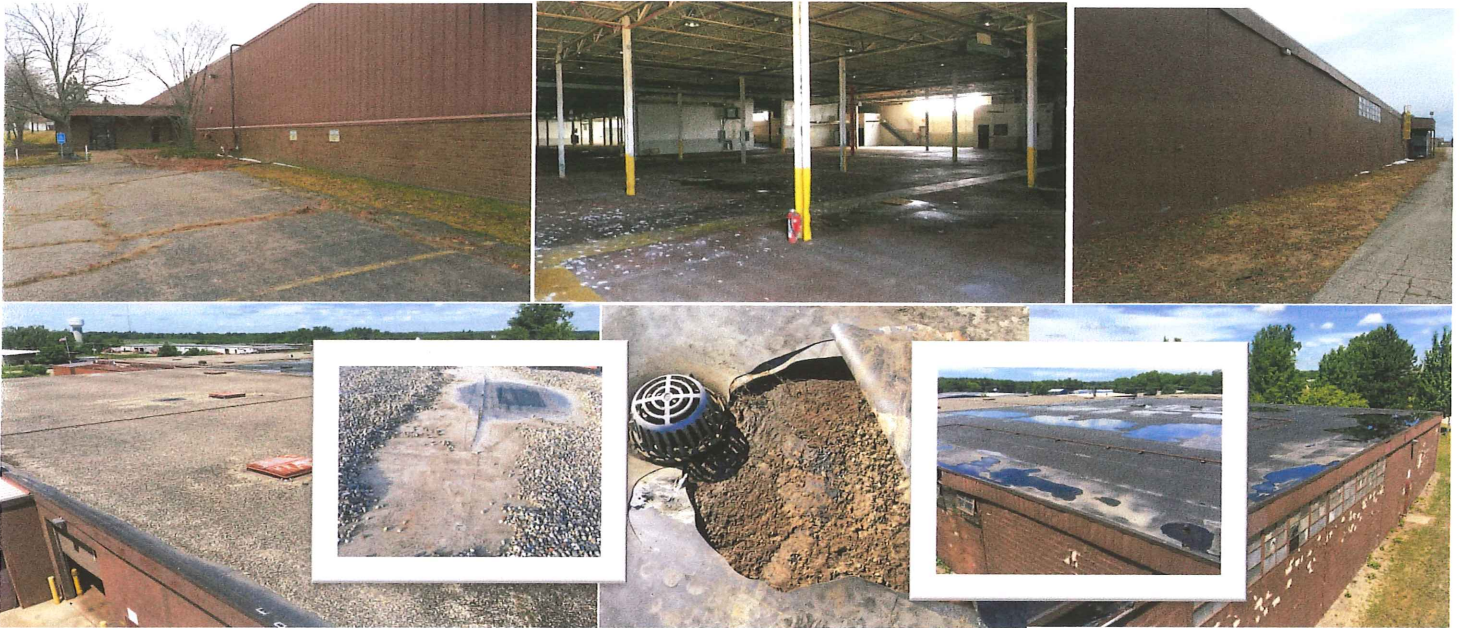
STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

IFT Application: Corecoyle Composites LLC 221 Industrial Drive Hillsdale, MI 49242

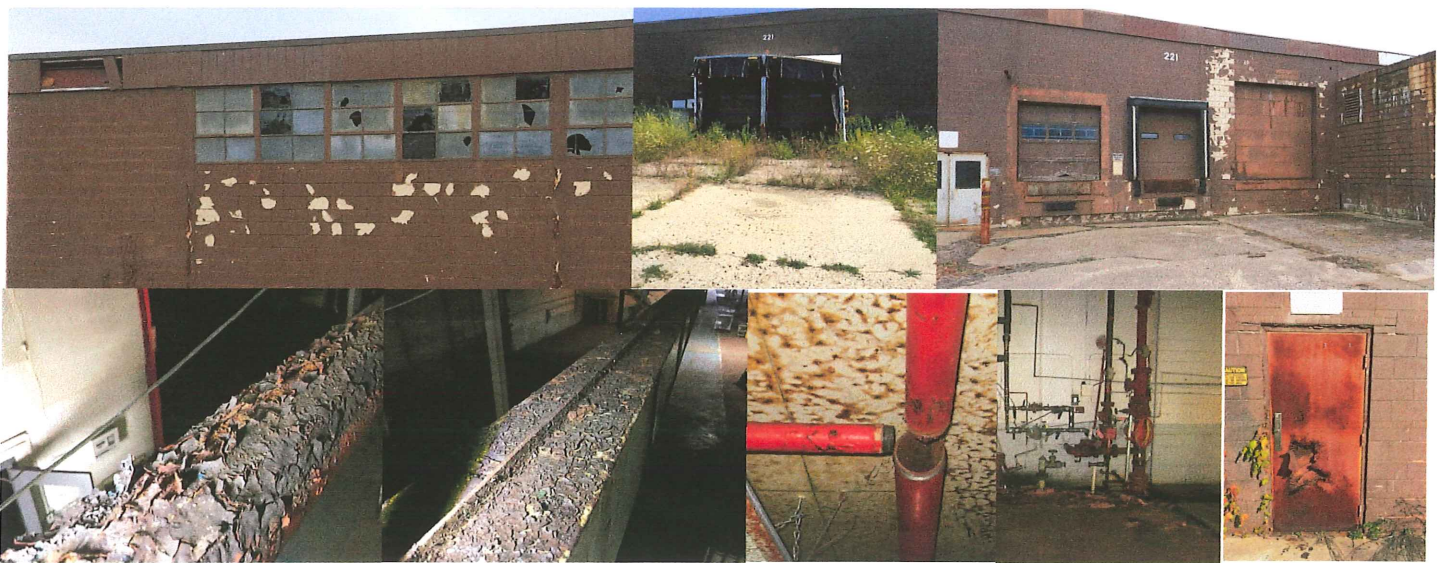
Attachment

Application—Section 5

General description: Commercial / Industrial building. Height 18' cement block wall perimeter surrounds the 97,486 SF structure comprised of four (4) expansion segments between 1976-1998. Engineered steel superstructure with beams, columns and zero slope truss roof system. Firestone EPDM roof membrane cover both original and recovered sections over steel deck and insulation, secured with ballasted stone or mechanically fastened. Roof system in need of immediate repair / replacement as well as mandatory interior and exterior demolition and renovations.



Original electrical and mechanical systems, doors, windows require refurbishment or removal and replacement, including wet fire suppression systems, HVAC, lighting, plumbing, over-head doors and entry access doors



Attachment

Application—Section 5 continued

General description of purposed use of the facility: Upon completion of preliminary renovation to restore sections of the factory for occupancy the intended activity is manufacturing engineered composite structures and panels. The manufacturing process area will occupy approximately 30-40% of the renovated factory with additional sections utilized for warehoused inventory and secondary processing and assembly, shipping and receiving. The primary manufacturing methodology includes the continuous extrusion of polymer sheet profiles of proprietary formulation and process technology to produce a core material. Further secondary processes fuse the core substrate with high strength exterior skins producing lightweight ridge panels and structural profiles. The applications for these composite products are diverse and are in high demand to a variety of customers in the mid-west and beyond.

Nature and extent of renovations will include the restoration, replacement and construction efforts utilizing local trades and include on going renovation activities during the next 24 months and beyond.

- Removal and replacement of inoperable heating and ventilation systems, includes the reconfiguring of the natural gas supply system and meter to accommodate the new high efficiency (96%) forced air heat / AC systems. Eight (8) new furnace systems propose to consume less than 960,000 BTU replace the original mixed heating technologies that consumed in excess of 5.7 million BTU input with 60% or less efficiency.
- Removal and replacement of all lighting fixtures and the lighting controls systems. Includes the removal of 331 Appleton BayMaster 458W metal halide fixtures, 170 florescent fixtures, unusable emergency exit lighting systems and exit signs, plus two dozen exterior lighting fixtures. All new LED lighting fixtures utilizing the highest efficiency lighting technology available. New highbay fixtures (205) consume 110 watts and provide 15,000 lumens each, offering twice the illumination of prior systems with over 80% reduction in energy.
- Removal and disposal of abandon process equipment from Eagle Picher Hillsdale Tool Division. Estimated over 80,000 pounds of scrap metal dismantled and shipped to local recycle centers, including the removal of 3 steel tanks totaling 10,000 gallons repurposed by a local business.
- Removal of 13 defective exhaust ventilation fans and vent stacks, required mandatory repairs to roof membrane and wet, deteriorated roofing materials.
- Repair and replacement of roof seams, trim materials to remedy leaks.
- Removal and repair of overhead and entrance doors and windows.
- Removal and replacement of exterior trim and fascia on perimeter walls.
- Reconfiguring of the electrical systems, switchgear, buss network and circuit breakers to provide a balanced power supply to new lighting and manufacturing equipment.
- Clean up and recondition of exterior landscape to remedy the decade of neglect as abandoned building.



Continued

IFT Application: Corecoyle Composites LLC 221 Industrial Drive Hillsdale, MI 49242

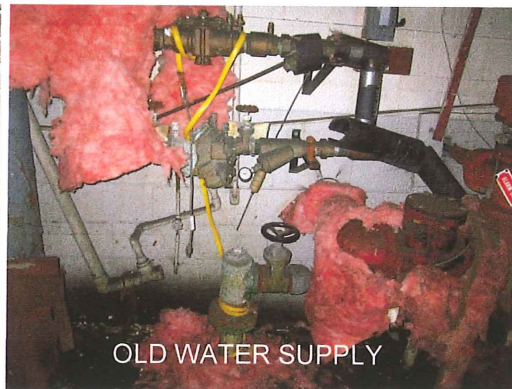
Attachment

Application—Section 5 continued

- Remove and dispose of office and lunch rooms walls, insulation and ceiling materials exposed to 10 years of water damage. Renovations to include new offices, lunch room and kitchen, restrooms and training facilities.



- Removal and replacement of entire water supply system and natural gas service with new meters and plumbing.



- Cleaning, repairs and repaint of interior and exterior .



IFT Application: Corecoyle Composites LLC 221 Industrial Drive Hillsdale, MI 49242

Attachment

Application—Section 6

6a. Cost of land and building improvements:

Purchase price of building:	Selling price:	\$193,204.00
	Paid Realtor Commissions	5,796.00
	Professional Services, Environmental and Due Diligence Costs:	42,727.00
	TOTAL Cost of Parcel	\$ 235,931.00

Improvements and Associated Costs:

Roof system

Temporary repairs to roof to eliminate leaks	13,035.00
Removal of Exhaust fans and vents from roof and repair roof structure	6176.00
<i>Proposed replacement of roof system (includes removal of all existing roof materials)</i>	
<i>\$670,000.00 to \$720,000.00 estimated cost budget requires 24-36 months</i>	

Heating and HVAC systems

Eight (8) new forced air furnace systems	27,925.00
Mechanical Permit # PM17-0089	
Electrical connection and materials	1768.00

Cleaning and disposal of abandon equipment, repairs to walls, structures. 32,205.00

Painting factory interior ceiling deck and trusses , walls and columns 63,000.00

Painting of Exterior, removal and replacement of sheet metal trim and facia panels 78,000.00

Installation of new water meter and plumbing to restrooms 4,641.00

Plumbing Permit # PP17-0028	
Water heater and toilet repairs	1,050.00

Lighting Fixtures

New LED light fixtures, emergency and exit lights and exterior fixtures	27,552.00
Removal of old lighting fixtures and reconfigured lighting controls	15,750.00
Installation of new LED lighting fixtures	5,850.00

Doors and Windows

Removal and replacement of overhead door panels, springs	2,355.00
Removal and replacement of new fire rated entry doors	17,600.00
Removal and replacement with new windows in factory	7,500.00

Fire Suppression and Security Alarm System

Removal and replacement of defective sprinkler system valves, pipes and sprinkler heads. Test and reactivate with certification	
Factory area, Offices and lunch room	9,000.00
New fire alarm monitoring systems installation and activation	3,500.00

Renovation of Offices, Restrooms and Lunchroom 77,000.00

Improvements and Associated costs: **Total \$398,,907.00**

Pending roof replacement expenditure Estimates proposed \$700,000.00

ESTIMATED TOTAL COST Completed and pending Improvements \$1,098,907.00

LESS 2017 land value \$26,200.00

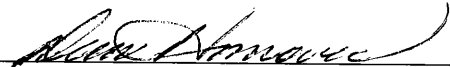
Real Property Costs 1,308,638.00

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT BEGIN DATES**

I swear and affirm by my signature below that the real property project beginning of construction date and/or personal property project installation begin date, associated with the application for Industrial Facilities Exemption Certificate under PA 198 of 1974, as amended, in the amount of \$1,308,638 ,
filed with the City of Hillsdale,
for a facility located at 221 Industrial Drive, Hillsdale, MI 49242
is as follows:

Real Property Project Begin Date: March 1, 2017

Applicant Name:

Signature: 

Printed Name: Drew Homovec

Title: Managing Member

Date: July 26, 2017

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF FEES**

In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the Local Unit and Applicant for Industrial Facilities Exemption Certificate do hereby swear and affirm that no payment of any kind, whether they be referred to as "fees", "payments in lieu of taxes", "donations" or by other like terms, such payments are contrary to the legislative intent of Act 198 that exemption certificates have the effect of abating all ad valorem property taxes levied by taxing units with the unit of local government which approves the certificate.

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application.

CITY OF HILLSDALE


Signed: _____

Print Name: Stephen French

Title: Hillsdale City Clerk

Dated: _____

APPLICANT:

Signed: 

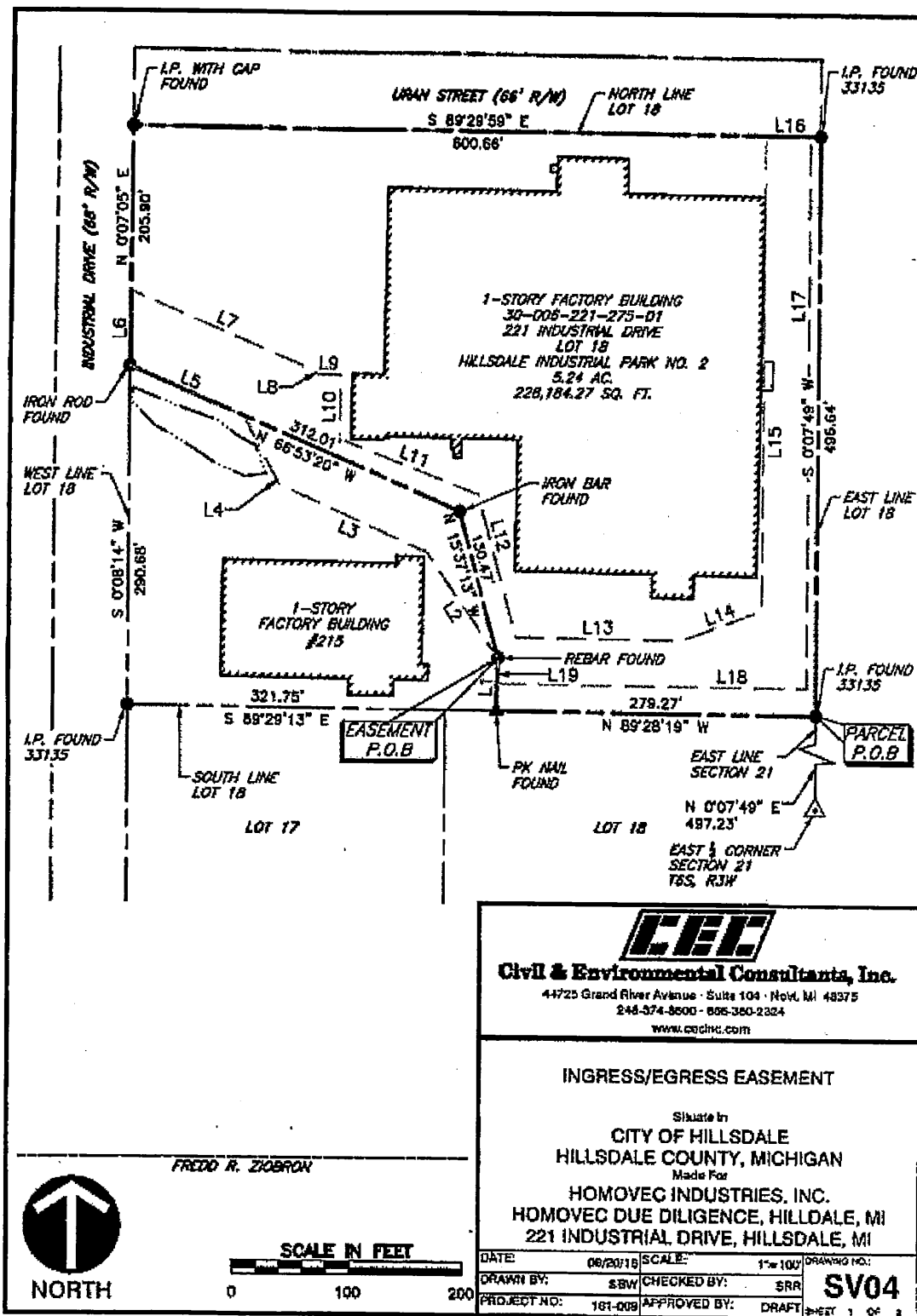
Print Name: Drew Homovec

Company: Corecoyle Composites, LLC

Title: Managing member

Dated: JULY 26 2017

Exhibit A Legal Description and Depiction of Property and Access Easement



CEC
Civil & Environmental Consultants, Inc.
 44725 Grand River Avenue - Suite 104 - Novi, MI 48375
 248-374-8600 - 800-360-2324
 www.cecinc.com

INGRESS/EGRESS EASEMENT

Situate in
CITY OF HILLSDALE
HILLSDALE COUNTY, MICHIGAN
 Made For
HOMOVEC INDUSTRIES, INC.
HOMOVEC DUE DILIGENCE, HILLSDALE, MI
221 INDUSTRIAL DRIVE, HILLSDALE, MI

DATE: 06/20/18	SCALE: 1"=100'	DRAWING NO:
DRAWN BY: SBW	CHECKED BY: SRR	SV04
PROJECT NO: 161-008	APPROVED BY: DRAFT	SHEET 1 OF 2

PARCEL DESCRIPTION

THE LAND REFERRED TO, SITUATED IN THE COUNTY OF HILLSDALE, CITY OF HILLSDALE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND, LYING IN THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 21, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, DESCRIBED AS PART OF LOT 18, HILLSDALE INDUSTRIAL PARK #2; COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 00 DEGREES 07 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 497.23 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 28 MINUTES 19 SECONDS WEST, A DISTANCE OF 279.27 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 55 SECONDS EAST, A DISTANCE OF 45.31 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 13 SECONDS WEST, A DISTANCE OF 130.47 FEET; THENCE NORTH 66 DEGREES 53 MINUTES 20 SECONDS WEST, A DISTANCE OF 312.01 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 05 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SECTION 21 FOR A DISTANCE OF 203.90 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 600.66 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 49 SECONDS WEST, A DISTANCE OF 498.64 FEET TO THE POINT OF BEGINNING.

EASEMENT FOR INGRESS AND EGRESS (VARIABLE WIDTH)

PART OF LOT 18, HILLSDALE INDUSTRIAL PARK #2, BEING PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWN 6 SOUTH, RANGE 2 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN; COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 00 DEGREES 07 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 497.23 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 19 SECONDS WEST, A DISTANCE OF 279.27 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 55 SECONDS EAST, A DISTANCE OF 45.31 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 27 MINUTES 49 SECONDS WEST, A DISTANCE OF 110.61 FEET; THENCE NORTH 66 DEGREES 08 MINUTES 14 SECONDS WEST, A DISTANCE OF 141.64 FEET; THENCE NORTH 27 DEGREES 39 MINUTES 58 SECONDS WEST, A DISTANCE OF 66.24 FEET; THENCE NORTH 66 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 108.42 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS EAST, A DISTANCE OF 65.17 FEET; THENCE SOUTH 66 DEGREES 53 MINUTES 20 SECONDS EAST, A DISTANCE OF 173.66 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 2.56 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 53 SECONDS EAST, A DISTANCE OF 21.65 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 43 SECONDS WEST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 69 DEGREES 08 MINUTES 53 SECONDS EAST, A DISTANCE OF 131.89 FEET; THENCE SOUTH 15 DEGREES 37 MINUTES 13 SECONDS WEST, A DISTANCE OF 126.99 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 13 SECONDS EAST, A DISTANCE OF 144.79 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 45 SECONDS EAST, A DISTANCE OF 73.45 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 406.83 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 48 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 12 SECONDS WEST, A DISTANCE OF 473.27 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 13 SECONDS WEST, A DISTANCE OF 269.89 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 47 SECONDS EAST, A DISTANCE OF 22.37 FEET TO THE POINT OF BEGINNING.

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N 01°47'55" E	45.31'
L2	N 33°27'49" W	110.61'
L3	N 66°08'14" W	141.64'
L4	N 27°39'58" W	66.24'
L5	N 66°54'38" W	108.42'
L6	N 00°08'14" E	65.17'
L7	S 66°53'20" E	173.66'
L8	S 00°34'16" W	2.56'
L9	S 89°05'53" E	21.65'
L10	S 00°44'43" W	54.71'
L11	S 69°08'53" E	131.89'
L12	S 15°37'13" E	126.99'
L13	S 89°29'13" E	144.79'
L14	N 89°30'45" E	73.45'
L15	N 00°07'19" E	406.83'
L16	S 89°29'48" E	40.00'
L17	S 00°07'12" W	473.27'
L18	N 89°29'13" W	269.89'
L19	N 01°28'47" E	22.37'

**Civil & Environmental Consultants, Inc.**

44725 Grand River Avenue - Suite 104 - Np4, MI 48375

248-374-8600 • 855-380-2324

www.cecinc.com

INGRESS/EGRESS EASEMENT

Situate In

**CITY OF HILLSDALE
HILLSDALE COUNTY, MICHIGAN**

Made For

**HOMOVEC INDUSTRIES, INC.
HOMOVEC DUE DILIGENCE, HILLDALE, MI
221 INDUSTRIAL DRIVE, HILLSDALE, MI**

DATE:	09/20/18	SCALE:	1" = 100'	DRAWING NO.:	
DRAWN BY:	SBW	CHECKED BY:	SRR	SV04	
PROJECT NO.:	181-009	APPROVED BY:	DRAFT	SHEET 2 OF 2	

RESOLUTION: 3258

RESOLUTION TO ESTABLISH A PLANT REHABILITATION DISTRICT

Minutes of a regular meeting of the City Council of the City of Hillsdale, held on January 4, 2016, at City Hall, 97 North Broad Street in Hillsdale, Michigan, at 7:00 p.m.:

PRESENT: Mayor Sessions, Councilpersons Bell, Stack-Davis, Dixon, Flannery, Sharp, Stockford, Watkins

ABSENT: None

The following preamble and resolution were offered by: Council member Watkins and supported by: Councilmember Flannery

Resolution Establishing a Plant Rehabilitation District for 221 Industrial Drive

WHEREAS, pursuant to PA 198 of 1974, as amended, this City Council has the authority to establish "Plant Rehabilitation Districts" within the City of Hillsdale; and

WHEREAS, this City Council has, on its own initiative, determined to establish a Plant Rehabilitation District on the property located at 221 Industrial Drive in the City of Hillsdale hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Hillsdale Daily News and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on January 4, 2016, a public hearing was held at which all owners of real property within the proposed Plant Rehabilitation District and all residents and taxpayers of the City of Hillsdale were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Hillsdale to establish the Plant Rehabilitation District as proposed; and

IT IS HEREBY DETERMINED that the property comprising not less than 50 percent of the state equalized valuation of the property within the proposed Plant Rehabilitation District is obsolete; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hillsdale that the following described parcel of land situated in the City of Hillsdale, Hillsdale County, and State of Michigan, to wit:

BEG SE COR LOT 18 HILLSDALE IND PARK NO 2 TH N89°40'57"W 279.27 FT
ALG S LN SD LOT TH N01°36'11"E 45.31 FT TH N15°48'57"W 130.47 FT TH
N67°05'04"W 312.41 FT TO W LN SD LOT TH N00°03'30"W 205.9 FT ALG SD
W LN TO N LN SD LOT TH S89°41'32"E 600.89 FT ALG SD N LN TO E LN SD
LOT TH S00°04'25"E 496.69 FT ALG SD E LN TO POB 5.2A+/- PT LOT 18
HILLSDALE IND PARK NO 2 SEC 21 T6S R3W SECOND WARD
Property Tax Identification Number 006-221-276-01
Commonly Known As: 221 Industrial Drive

is established as a Plant Rehabilitation District pursuant to the provisions of PA 198 of 1974, as amended, to be known as City of Hillsdale Plant Rehabilitation District No. 2016-1.

AYES: Mayor Sessions, Councilpersons Bell, Stack-Davis, Dixon,
Flannery, Sharp, Stockford, Watkins

NAYS: None

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Hillsdale, County of Hillsdale, Michigan, as a regular meeting held on January 4, 2016.



Mayor



Clerk

Industrial Facilities Exemption Certificate #: 2017-181

Certificate Holder: Corecoyle Composites LLC

REHABILITATED FACILITY Frozen Taxable Value:

93,800

Rehabilitation Value: 1,093,907

Taxable Value Additions Abated: 547,000

Tax Year	Ad Valorem Rate in mills	Inflation Rate Multiplier	Taxable Value w/o abatement	Ad Valorem taxes w/o abatement	IFT Taxes Paid	Abated Taxes
2018	56.9013	1.021	642,769	\$ 36,940.13	\$ 5,390.66	\$ 31,549.47
2019	58.6949	1.024	658,195	\$ 39,019.01	\$ 5,560.58	\$ 33,458.43
2020	59.0802	1.019	670,700	\$ 40,021.34	\$ 5,597.01	\$ 34,424.33
2021	59.7706	1.014	680,089	\$ 41,055.82	\$ 5,662.47	\$ 35,393.35
2022	59.2323	1.033	692,833	\$ 41,448.47	\$ 5,611.41	\$ 35,837.06
2023	59.2046	1.050	704,235	\$ 42,110.89	\$ 5,608.80	\$ 36,502.09
2024	58.5892	1.050	714,093	\$ 42,256.51	\$ -	\$ 42,256.51
<u>Clawback if revoked by STC - Add interest of 1% over the adjusted prime rate</u> <u>(MCL 205.737, section 37(4))</u>				<u>Total Abated Taxes:</u>		<u>\$ 249,421.24</u>

Industrial Facilities Exemption Certificate #: 2017-181

Certificate Holder: Corecoyle Composites LLC

REHABILITATED FACILITY Frozen Taxable Value:

93,800 (Building only)

2017 TV: 120,000

Tax Year	Ad Valorem Rate in mills	Inflation Rate Multiplier	Taxable Value w/o abatement	Ad Valorem taxes w/o abatement	Ad Valorem & IFT Taxes Paid	Abated Taxes
2018	56.9013	1.021	122,520	\$ 7,041.26	\$ 6,927.90	\$ 113.36
2019	58.6949	1.024	125,460	\$ 7,437.50	\$ 7,184.31	\$ 253.19
2020	59.0802	1.019	127,843	\$ 7,628.51	\$ 7,262.44	\$ 366.07
2021	59.7706	1.014	129,632	\$ 7,825.66	\$ 7,370.90	\$ 454.76
2022	59.2323	1.033	132,061	\$ 7,900.49	\$ 7,360.27	\$ 540.22
2023	59.2046	1.050	134,235	\$ 8,026.80	\$ 7,444.20	\$ 582.60
2024	58.5892	1.050	136,113	\$ 8,054.49	\$ -	\$ 8,054.49
<u>Clawback if revoked by STC - Add interest of 1% over the adjusted prime rate (MCL 205.737, section 37(4))</u>				<u>Total Abated Taxes:</u>		<u>\$ 10,364.69</u>

INDUSTRIAL FACILITIES EXEMPTION (IFE) CERTIFICATE – LETTER OF AGREEMENT

P.A. 334 OF 1993

This Agreement between Corecoyle Composites LLC (the Company) and the City of Hillsdale (Hillsdale) is for the purpose of fulfilling the requirements of P.A. 198, as amended, in P.A. 224, Section 22. In consideration of approval of the IFE requested by the Company's application received by the City Clerk July 26, 2017, the Company understands that through its investment of \$1,308,638 for rehabilitation of the obsolete facility located at 221 Industrial Drive, and the City of Hillsdale ("221 Industrial Drive") by its investment of the IFE, are mutually investing in and benefitting from this economic development project, and, furthermore, agree to the following:

1. The number of new jobs created or existing jobs retained by the Company will be no fewer than the number set forth in the application. The number of jobs created by the Company shall include persons employed by the Company, its affiliates, contractors, co-tenants and other occupants of 221 Industrial Drive. Employed persons will include persons who are direct employees, independent contractors, leased employees and/or employees retained through staffing services.
2. The Company will accomplish the creation and/or retention of such jobs through the construction and/or expansion project described in the Application.
3. The Company will pay all taxes on taxable personal or real property to which the IFE is applicable when and as due (which shall not be construed as a limitation or prohibition on Company filing an appropriate challenge, claim or appeal as it relates to assessed value, taxable value, method of valuation, classification or any other matter as may be provided for under Michigan law).
4. The Company will provide Hillsdale with written reports verifying that the terms of the agreement have been and continue to be met until expiration of the Certificate. The report shall contain the following information:
 - a. In the first year following issuance of the certificate, if any existing jobs were identified on the application, the nature, number and extent, including pay rates and benefits of the existing jobs as of the date of application.
 - b. Upon completion of the project, the actual cost of the project. If the actual project costs differ substantially from the project costs represented or projected in the application, a statement detailing and explaining the divergence and setting forth the reasons and cash amount thereof. [NOTE: FOR PURPOSES OF THIS SUBSECTION E "DIFFER SUBSTANTIALLY" SHALL MEAN A DIVERGENCE OF 10% OR MORE.] The actual cost of the project shall include all improvements to the 221 Industrial Drive, whether made by or for the Company or any affiliate, contractor, cotenant or other user or occupant of 221 Industrial Drive.
 - c. Annually by January 31 of each year for which the Certificate remains in effect, the nature, number and extent, including pay rates and benefits, of existing jobs as of December 31 of the prior year. If the projection for the creation and/or retention of jobs was not reached, a detailed statement of the shortfall or failure and the reasons for such shortfall or failure shall be included.
5. Each of the parties to this agreement acknowledge that certain economic conditions beyond the control of the Company might impair the Company's ability to meet or maintain its promised increased employment levels within the Company's Hillsdale facility and/or the maintenance of its present employment levels in said facility, or its ability to meet its other promises and covenants to Hillsdale under this Agreement.
 - a. In the event such conditions exist at the time of any reports required to be provided by the Company to Hillsdale pursuant to this Agreement, the Company shall provide detailed information and documentation of the circumstances claimed to account for any default in or other failure to meet any of its promises or covenants to Hillsdale under this Agreement.
 - b. After receipt of such information, Hillsdale shall notify the Company in writing as to whether Hillsdale intends to find the Company in default under this Agreement.

- c. Upon receipt of written notice of any alleged default under this Agreement delivered to the Company in person or by certified mail, return receipt requested, at the address set forth above, Company shall have not less than thirty (30) days to cure the default.
 - d. It is acknowledged by the parties that the Company will make improvements to 221 Industrial Drive on an as needed basis to support the business and operational requirements of the Company. The Company will make such improvements as economically as possible by value-engineering, seeking competitive bids and by self-performing certain improvements where possible. In addition, the Company may elect to postpone certain improvements and/or to make repairs to certain components of 221 Industrial Drive to extend useful life, rather than fully replacing such components (most notably the roof). The Company will not be deemed in default of this agreement for failing to spend on improvements the amount set forth in the application, provided the Company makes such improvements as are necessary for the Company to reasonably operate its business.
 - e. It is acknowledged by the parties that the expected number of jobs set forth in the application is based on projections of future business activities of the Company. It is further acknowledged that the actual number of jobs created could vary from the number set forth in the application as a result of a host of factors including without limitation increased productivity, automation, sales fluctuations, outside competition, declining demand, declining profitability and industry changes. The Company will not be deemed in default of this agreement for failing to create and maintain the number of jobs set forth in the application, provided the Company makes a good faith effort continue operating the Company at 221 Industrial Drive.
6. As specific inducement to Hillsdale to grant the IFE and as part of the consideration therefore, the Company agrees to maintain the facility for which the IFE is requested within the industrial development district or plant rehabilitation district in which it is located at the time the IFE is granted, unless such industrial development district or plant rehabilitation district is expanded, in which case the facility, or any portion thereof, may be maintained within that expanded district. If the Company relocates the facility during the period the IFE is in effect to a location that is outside of the industrial development district or plant rehabilitation district in which it is located at the time the IFE is granted, the Company acknowledges and agrees that it shall be liable to and shall forthwith pay Hillsdale an amount that is equal to the difference between the industrial facilities tax to be paid by the Company for the tax years remaining under the IFE that is in effect and the general ad valorem property tax that the Company would have paid if the Company did not have the IFE in effect for those years; provided, however, that the Company shall only be liable for payment of taxes on personal property in those tax years that the ad valorem personal property tax is in effect in the State of Michigan; provided, further, that in the event of the Company's relocation of the facility outside of the industrial development district or plant rehabilitation district in which it is located at the time the IFE is granted, Hillsdale may forgive the Company's tax liability if Hillsdale determines that it is in its best interest to do so.
7. Should the Company default under this Agreement or fail to remain in operation in Hillsdale, Hillsdale may, but shall not be required to, request that the State Tax Commission revoke the remaining term of the IFE and seek to enforce all remedies at law that Hillsdale may have available to it.
 - a. In the event the State Tax Commission revokes the IFE prior to the IFE expiring, the Company agrees to reimburse Hillsdale and all affected taxing jurisdictions the full amount of the taxes, whether real or personal property in nature, that would actually have been abated during the term that the IFE was actually in effect, plus interest of 1% over the adjusted prime rate as determined by the Michigan Department of Treasury under MCL 205.737, section 37(4) of the Tax Tribunal Act PA 186 of 1973; to wit: After June 30, 2012, interest shall accrue at 1 percentage point above the adjusted prime rate. As used in this section, "adjusted prime rate" means the average predominant prime rate quoted by not fewer than 3 commercial banks to large businesses, as determined by the Department of Treasury. The Company shall be liable for reimbursement of taxes on personal property only for those years that the ad valorem personal property tax is in effect in the State of Michigan.
 - b. The transfer to another entity of the facility, or a portion thereof, alone shall not constitute failure to remain in operation under this Agreement so long as the transfer certificate transferring all or a portion of the IFE to the other entity is approved by Hillsdale and the State Tax Commission.
8. Hillsdale agrees to supply the Company at the Hillsdale location described in its application for an IFE during the term of such IFE with the full range of municipal services as are offered by it to its industrial citizens on such rates and terms as are then approved and declared effective by Hillsdale's City Council.

This agreement is assignable and transferable by either party with advance written consent. The agreement may only be altered upon mutual consent of both parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

(Signatures on following pages)

Witnessed by:

Nancy Holstrom

COMPANY: CORECOYLE COMPOSITES LLC

Drew Homovec
(signature)

By: DREW HOMOVEC
(print name)

Its: Managing Member

STATE OF MICHIGAN)
) ss:
County of Hillsdale)

On this 25 day of OCTOBER 2017 before me a Notary Public within and for said County and State, personally came the above named Drew Homovec to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Katherine Bonney Price
KATHERINE BONNEY PRICE Notary Public
Commissioned and Acting in

KATHERINE BONNEY PRICE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HILLSDALE
My Commission Expires June 1, 2019
Acting in the County of Hillsdale

JUNE 01, 2019 County, Michigan
My commission expires:

Sam Fry

From: Drew Homovec <drew.homovec@gmail.com>
Sent: Thursday, May 16, 2024 10:46 AM
To: Sam Fry
Subject: Re: Corecoyle Composites, LLC - Update Requested
Attachments: Responses Jan26-2024 Assessor 2023 Annual Report & Sam Fry Jan 15, 2024.pdf

Hello Sam,

I have received your "update request" and hope this response finds you well.

Attached are communications with the City of Hillsdale in 2024 that address the status of the IFE as well as my last update to your office.

Summarizing it reflects employment opportunities during 2023 included 12 from a variety of employers and service providers. Further it details how Corecoyle Composites, LLC and building owner TWO2ONE LLC exceeded the IFE Restoration Projection financial obligation by over \$37,280.00 as of December 31, 2023. Be advised the IFE application indicated 12 jobs were to be created at 221 Industrial Drive, as reported.

The communication to your office 15th of January 2024 notified you the Hillsdale County Circuit Court had set a date of January 29, 2029 to hear and validate the motions. **That date was delayed.**

The motion to "confirm arbitration awards and entry of judgement per MCR" against the general contractor was heard, approved and signed on February 12, 2024. You are welcome to verify. **ADVISE the City Council that despite the favorable motion, NO award or settlement funds have been received by my company since the date of the motion's approval.** The insurance company for the general contractor has denied participation in the settlement with their justification being: *"award was not covered because the award is not "property damage" and was not caused by an "occurrence."* This absurd denial has been contested with the Michigan Department of Insurance and Financial Services (DIFS) who is under the leadership of Director Anita Fox, appointed by the Governor. In April 2024 the DIFS response was *"we are unable to conclude any wrongdoing on the institution's behalf"*. Understand the DIFS executive, Director Anita Fox is an attorney who defends insurance companies. The DIFS stated mission is to protect the consumer, this is a perfect example of a failure of the system, so the "fox in the chicken coop" is another joke our state government services provide.

The current situation is General Contractor has abandoned further negotiation nor contested his insurance company, although knowingly the carrier's denial is completely against their policy language since the case had proven there was "damage caused by an occurrence". The insurance policy states:

II. COVERAGE 1A – GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** that takes place during the **policy period** and is caused by an **occurrence** in the **coverage territory**.]

Following the motion, validation of judgment and the denial by his carrier, the owner of Incore Restoration Group LLC has hired a bankruptcy attorney as he claims he is insolvent and incapable to

remedy the judgement. He has not provided accurate details or justification to support his claim over the last several weeks. I am in the process of exploring my options and obtaining counsel as the judgment and award is nondischargeable in bankruptcy. This is NOT OVER. To be clear, NO CLOSURE of this situation without the receipt of their legal obligation and payment of the judgement settlement that exceeds several hundred thousands of dollars.

As indicated in my email on January 15, 2024 **"Too many times I have anticipated closure of this litigation and initiated efforts to proceed with manufacturing only to be dealt further delays"** The recovery of the judgement award is required to commence with manufacturing as it is a critical financial component to the launch of the operation. I explained when the judgment award is received by my company, our efforts to proceed with manufacturing will commence. **This ongoing delay is unanticipated. As addressed in the terms of the IFT agreement, that certain economic conditions and circumstances beyond the control of the Company and IFE Certificate holder are not to be viewed as a condition of non-compliance with the covenants to the City of Hillsdale under the agreement. Further the Company remains in accordance with the IFE as long as the Company makes a good faith effort to continue operating the Company at 221 Industrial Drive.**

In closing, I hope you find this response adequate and with sufficient detail to present the status to those seeking update. I will continue to keep you and your office apprised of developments and notify when circumstances are favorable to proceed with manufacturing. Please update those Council Members who are not already aware of these details, understand this situation is unique, unavoidable and beyond my control.

Best regards,
DREW HOMOVEC
Managing Member
Corecoyle Composites LLC
drew.homovec@gmail.com
Mobile phone 248 464 4456
Office, Factory & Warehouse
221 Industrial Drive Hillsdale, MI 49242

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On Mon, May 13, 2024 at 1:39 PM Sam Fry <sfry@cityofhillsdale.org> wrote:

Good afternoon Drew,

I hope my emails finds you well.

Can you provide me an update concerning any recent progress Corecoyle Composites, LLC, has made at 221 Industrial Drive towards fulfillment of the conditions of the Industrial Facilities Exemption Certificate and signed IFE Agreement, with respect to the commencement of

manufacturing operations and hiring of employees? I would like to share an update with our City Council as it has been several months since the last time I checked in with you in early January.

Thank you,

Sam Fry

Marketing & Development Coordinator

97 N. Broad St.

Hillsdale, MI 49242

Phone: (517) 437-6426

sfry@cityofhillsdale.org



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CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

COPY -
MAILED 1/26/2024



CITY OF HILLSDALE

Kimberly Thomas City Assessor
97 North Broad Street
Hillsdale, MI 49242

January 26, 2024

Property Tax Abatement Exemption Certificate 2023 Annual Information Report
Certificate Number: 2017-181 Issue Date: December 12, 2017 Expiration Date: December 30, 2032

Facility Location: 221 Industrial Drive Hillsdale, MI 49242

The following is offered as supporting information to the attached questionnaire as of **December 31, 2023**.

Employment created or retained in 2023, status and comments regarding attempted revocation.

Several businesses within and outside the Hillsdale community have provided services during 2023 for improvement, inspection for recertifications, maintenance and repairs to the facility. Employment opportunities have enabled staffing of 12 or more collectively between Metal Technologies / Precision Gage, Mains Importing, J&J Trucking, AIS Automation Inc., and Dayco Products. These companies maintained daily activity, including but limited to, storage and handling inventory and equipment, sorting and inspections, repacking and equipment maintenance at 221 Industrial Drive.

Final restoration projects, manufacturing by Corecoyle Composites and employment by same, remain on hold awaiting closure of litigation as explained and verified during the Oct 16, 2023 City Council Meeting. An update has been provided to Sam Fry for presentation to City Council in January 2024.

The Rehabilitation Investment by Corecoyle Composites and the building owner has exceeded the \$1,093,907 "Project Cost" proposed in 2017 by \$37,278.00, and continue to maintain a flawless record of remitting property taxes and payment to all municipal utilities.

Please find the attached Economic Investment and Employment Form along with a summary of expenses.

We fully anticipating the ability to proceed with hiring and launch of manufacturing operations as well as continued renovation and improvements in 2024. Hopefully this information is useful in your reporting efforts and please contact me should you desire additional information. Direct dial 248-464-4456

Sincerely,

Drew Homovec, Managing Member
Corecoyle Composites LLC

January 26, 2024

**IFT Application: Corecoyle Composites, LLC
221 Industrial Drive
Hillsdale, MI 49242**

Roof System		
Temporary repairs to roof to eliminate leaks		\$13,035.00
Removal of Exhaust fans and vents from roof and repair roof structure		\$6,176.00
Proposed replacement of roof system (includes removal of all existing roofing materials)		
\$670,000.00 to \$720,000 estimated cost budget requires 24-36 months		
2018 NEW 66,000 SF roof system and R30 insulation		\$774,405.31
Heating and HVAC Systems		
Eight (8) new forced air furnace systems		\$27,925.00
Mechanical Permit #PM-0089		
Electrical connection and materials		\$1,768.00
Cleaning and disposal of abandon equipment, repairs to walls, structures		
2022 Mandatory SPECIAL Assessment for Paving of Roads		\$32,205.00
Painting factory interior ceiling deck and trusses, walls and columns		\$5,000.00
		\$63,000.00
Painting of Exterior, removal and replacement of sheet metal trim and fascia panels		
2018 NEW 4' wide fascia panels, metal roof and R22 insulation		\$78,000.00
Installation of new water meter and plumbing to restrooms		\$113,257.16
Plumbing Permit #PP17-0028		\$4,641.00
Water Heater and toilet repairs		\$1,050.00
2020 New Commercial Water Conditioning and RO Filtration system		\$3,077.00
Lighting Fixtures		
New LED light fixtures, emergency and exit lights and exterior fixtures		\$27,552.00
Removal of old lighting fixtures and reconfigured lighting controls		\$15,750.00
Installation of new LED lighting fixtures		\$5,850.00
Doors and Windows		
Removal and replacement of overhead door panels, springs		\$2,355.00
Removal and replacement of new fire rated entry doors		\$17,600.00
Removal and replacement of new windows in factory		\$7,500.00
2019 included additional NEW Windows, replaced (3) louvers and 2 Overhead doors		\$5,640.00
Fire Supression and Security Alarm System 2022 Replaced door springs, cables and sensors		\$940.00
Removal and replacement of defective sprinkler system valves, pipes and sprinkler heads. Test and reactivate with certification	2023 Update and Recertification of Fire Alarm	\$425.00
Factory area, offices and lunch room		\$451.00
New fire alarm monitoring systems installation and activation		\$9,000.00
2020 Update Fire Alarm with ADT monitor service and automated diagnostic controls		\$3,500.00
		\$2,962.00
Renovation of offices, Restroom and Lunchroom		\$77,000.00
2019 NEW Chiller room walls and R26 insulation (see photos)		\$11,950.00
Improvements and Associated Costs:		\$393,907.00
Pending roof replacement expenditure (Estimates Proposed)		\$700,000.00
See note above for details of roof system and R30 insulation		
ESTIMATED TOTAL COST Completed and pending improvements		\$1,093,907.00

AS OF December 31, 2023 Restoration Investment \$1,131,185.00

Exceeded IFE Estimated Project Cost by \$37,278.00

Corecoyle Composites LLC
 221 Industrial Dr
 Hillsdale, MI 49242

Annual Report – Economic Development Property Tax Incentives
Industrial Facilities Exemption Certificates
As of 12/31/2023

Please complete return by February 1 to:

Hillsdale City Assessor
 97 N Broad St
 Hillsdale, MI 49242

Please review, correct and/or complete the information below as it relates to the project for which you received a property tax exemption or abatement from the City of Hillsdale. This information is used to complete reports to various state and local boards and committees so they can made educated decisions related to economic development incentives and their effectiveness.

ECONOMIC INVESTMENT SUMMARY

IFT Certificate #	Project Cost (from application)	Final Project Cost (or cost as of 12/31/2023 if construction in progress)	Actual Cost (or cost as of 12/31/2023 if construction in progress)	Project Completion Date (U/C if under construction or N/S if not started)	# of Construction Jobs created or retained as a result of this project
2017-181 (REAL – REHABILITATION)	\$1,093,907	\$1,131,185.00		U/C	> 12

If the actual project costs differ substantially (10% or more) from the projected costs, or if a significant amount of the personal property exempted has been removed from the facility, please attach a detailed statement of the reason(s).

EMPLOYMENT SUMMARY

Employee classification	Total number of employees at this facility as of 12/31/2023	Average pay rate as of 12/31/2023	Number of new employees during calendar year 2023	Average pay rate of new employees as of 12/31/2023
Full-time, employed company by	0			
Part-time, employed company by	1	\$20/hr		
Full-time, employed outside employment agency by	12	NA	0	NA
Part-time, employed outside employment agency by				

For new jobs created in 2023, please attach a description of the nature thereof and benefits offered. If the number of jobs retained and/or created differs substantially from those projected in the application, please attach a detailed statement including the reason and any steps taken by the company to offset such shortfall.

Completed by:

Drew Homovec, Managing Member

Corecoyle Composites LLC

Date:

January 26, 2024

Final restoration projects, manufacturing by Corecoyle Composites and employment by same, remain on hold awaiting closure of 2018 construction litigation (Hillsdale Circuit Court) as explained and verified during the Oct 16, 2023 City Council Meeting. An update has been provided to City's EDC representative, Sam Fry for presentation to City Council in January 2024.

Re: Update on Corecoyle Composites, LLC

1 message

Drew Homovec <drew.homovec@gmail.com>

Mon, Jan 15, 2024 at 5:57 PM

To: Sam Fry <sfry@cityofhillsdale.org>

Dear Sam,

Happy New Year!

Hope you enjoyed the holidays.

In response to your 1/9/2024 email:

Yes, you are correct, I attended the October 16, 2023 City Council Meeting and presented Corecoyle Composite's readiness to proceed with manufacturing, construction litigation issues and verified that the delay has been beyond my control. The meeting minutes fail to reflect the scope and detail of the dialog exchange and collective understanding, including that of city attorney Tom Thomson, the challenges preventing manufacturing and employment are and remain beyond our control. Regretfully the litigation has yet to be completed and this remains the cause of the delay to move forward with manufacturing.

On December 7, 2023 a certificate of service was delivered to the Hillsdale Circuit Court requesting a hearing with the Honorable Sara Lisznyai. This is the formal motion to Confirm Arbitration Awards and Entry if Judgment Under MCR 3.602. A necessary final event to close the case.

This hearing is scheduled for January 29 ,2024. You are welcome to verify this information.

Too many times I have anticipated closure of this litigation and initiated efforts to proceed with manufacturing only to be dealt further delays. There has been no continued activity to prepare for manufacturing until this case is closed. If any circumstances that impose delay and prevent the scheduled hearing January 29th and case closure I will let you know. Once the Hillsdale Court has made it official, including the entry of judgment and the awards are confirmed, documented, and are received by my company, our efforts to proceed with manufacturing will commence and fulfillment of the IFE agreement completed.

Please update the city council members during the next meeting.

Thank you,

DREW HOMOVEC

Managing Member

Corecoyle Composites LLCdrew.homovec@gmail.com

Mobile phone 248 464 4456

Office, Factory & Warehouse

221 Industrial Drive Hillsdale, MI 49242

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On Tue, Jan 9, 2024 at 9:57 AM Sam Fry <sfry@cityofhillsdale.org> wrote:

Good morning Drew,

As you know from having been present at the Oct. 16, 2023, Hillsdale City Council meeting, our City Council asked that we periodically check in with you to see what progress has been made at 221 Industrial Drive to fulfil the obligations of Corecoyle Composites, LLC, under the Industrial Facilities Exemption Certificate and signed IFE Agreement.

Now that we are several months removed from that meeting, what update(s) or information can you provide for me to share with our City Council? I'd like to provide them with an update at the upcoming Jan. 16, 2024, City Council meeting.

Thank you,

Sam Fry

Marketing & Development Coordinator

97 N. Broad St.

Hillsdale, MI 49242

Phone: (517) 437-6426

sfry@cityofhillsdale.org



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Sam Fry

From: Drew Homovec <drew.homovec@gmail.com>
Sent: Monday, January 15, 2024 5:57 PM
To: Sam Fry
Subject: Re: Update on Corecoyle Composites, LLC

Dear Sam,
Happy New Year!
Hope you enjoyed the holidays.

In response to your 1/9/2024 email:

Yes, you are correct, I attended the October 16, 2023 City Council Meeting and presented Corecoyle Composite's readiness to proceed with manufacturing, construction litigation issues and verified that the delay has been beyond my control. The meeting minutes fail to reflect the scope and detail of the dialog exchange and collective understanding, including that of city attorney Tom Thomson, the challenges preventing manufacturing and employment are and remain beyond our control. Regretfully the litigation has yet to be completed and this remains the cause of the delay to move forward with manufacturing.

On December 7, 2023 a certificate of service was delivered to the Hillsdale Circuit Court requesting a hearing with the Honorable Sara Lisznyai. This is the formal motion to Confirm Arbitration Awards and Entry if Judgment Under MCR 3.602. A necessary final event to close the case.

This hearing is scheduled for January 29 ,2024. You are welcome to verify this information.

Too many times I have anticipated closure of this litigation and initiated efforts to proceed with manufacturing only to be dealt further delays. There has been no continued activity to prepare for manufacturing until this case is closed. If any circumstances that impose delay and prevent the scheduled hearing January 29th and case closure I will let you know. Once the Hillsdale Court has made it official, including the entry of judgment and the awards are confirmed, documented, and are received by my company, our efforts to proceed with manufacturing will commence and fulfillment of the IFE agreement completed.

Please update the city council members during the next meeting.

Thank you,
DREW HOMOVEC
Managing Member

Corecoyle Composites LLC



drew.homovec@gmail.com

Mobile phone 248 464 4456

Office, Factory & Warehouse

221 Industrial Drive Hillsdale, MI 49242

NOTICE TO RECIPIENT: THIS ELECTRONIC MAIL MESSAGE IS MEANT FOR ONLY THE INTENDED RECIPIENT OF THE TRANSMISSION, AND IT MAY BE A

On Tue, Jan 9, 2024 at 9:57 AM Sam Fry <sfry@cityofhillsdale.org> wrote:

Good morning Drew,

As you know from having been present at the Oct. 16, 2023, Hillsdale City Council meeting, our City Council asked that we periodically check in with you to see what progress has been made at 221 Industrial Drive to fulfil the obligations of Corecoyle Composites, LLC, under the Industrial Facilities Exemption Certificate and signed IFE Agreement.

Now that we are several months removed from that meeting, what update(s) or information can you provide for me to share with our City Council? I'd like to provide them with an update at the upcoming Jan. 16, 2024, City Council meeting.

Thank you,

Sam Fry

Marketing & Development Coordinator

97 N. Broad St.

Hillsdale, MI 49242

Phone: (517) 437-6426

sfry@cityofhillsdale.org



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City of Hillsdale

Agenda Item Summary

MEETING DATE: June 17, 2024

AGENDA ITEM #: New Business

SUBJECT: City Council Rules of Procedure Update

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

Project Background:

On May 30, 2024, the O&G Committee held a public meeting. One of the items on their agenda was requests for opinions from the City Attorney. After discussion, the O&G Committee voted to recommend to the full Council adding the following section:

10.7 **Legal Opinions.** All legal opinions sought by a member or members of the Council shall first be approved by a majority vote of the Council at a regularly scheduled meeting.

Attached is the updated/changes tracked City Council Rules of Procedure.

RECOMMENDATION:

City Council consider the O&G Committee's recommendation and approve the updated City Council Rules of Procedure.

**CITY OF HILLSDALE
CITY COUNCIL
RULES OF PROCEDURE**

1. AUTHORITY

These rules are adopted by the Hillsdale City Council pursuant to Section 6.7 of the Hillsdale City Charter and other applicable law. These rules may be amended by formal resolution as Council might, from time to time, deem necessary.

2. MEETINGS

- 2.1 Regular Schedule.** The Council shall meet in regular session on the first and third Monday of each month excepting that, if any regular meeting falls on a legal holiday, the effected meeting shall be held on the next business day that is not a legal holiday. The Council may vote to postpone or cancel a meeting. A public notice shall be posted stating the dates, times, and places of regular meetings within 10 days after the first meeting of each calendar year.
- 2.2 Special Meetings.** The Council shall meet in special session at the call of the Mayor or upon the written request of two members of the Council. Public notice of any special meeting called shall be as provided in Section 3 of these rules. The public notice, which shall also be emailed to each member of Council, shall contain the date, time, place and purpose of the special meeting.
- 2.3 Place of Meetings.** Regular and special meetings of Council shall be held in the council chambers of the Hillsdale City Hall unless otherwise provided in the public notice of such meeting. In the event the council chambers do not appear to the Mayor to be adequate to accommodate all members of the general public wanting to attend a meeting of Council, the meeting shall either be recessed to a larger facility within the City of Hillsdale and be reconvened within 36 hours of said recess, but in no case earlier than 30 minutes after said recess; or, said meeting shall be adjourned and rescheduled to a larger facility for a date and time more than 36 hours after recessing, subject to public notice as provided in the Open Meetings Act. If the meeting is to be reconvened at a larger facility within 36 hours of recess as herein provided, the location and time of reconvening shall be conspicuously posted on the door to the council chambers in the Hillsdale City Hall.
- 2.4 Time of Meetings.** All regularly scheduled meetings of the Council shall commence at 7:00 p.m. with the exception of the first council meeting following each regular city election, which meeting shall commence at 8:00 p.m.

- 2.5 Change in Time of Regular Meetings.** There shall be no changes in the starting time for regular meetings of the Council unless approved by a majority of the council members present.
- 2.6 Quorum; Adjournment of Meetings.** A majority of the members of Council in office at the time shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date, and, in the absence of all members, the clerk may adjourn any meeting, but for not longer than one week.
- 2.7 Length of Meetings.** The Council shall not begin consideration of any matter on the agenda or any issues, however raised, after the hour of 10:00 p.m. except by the consent of a majority of the council members then present. Matters not acted on may be scheduled and placed on the agenda for a special meeting of the Council, if called for that purpose, and if no special meeting is called to consider such matters, they shall be placed on the agenda for the next regular council meeting.

3. PUBLIC NOTICE OF MEETINGS

The clerk shall be responsible for providing the proper notice for all meetings in accordance with the requirements of Michigan's Open Meetings Act (MCL 15.261, et seq). No meeting of the Council shall be held unless public notice is given as provided in § 5 of said Act.

The clerk shall also notify any newspaper, radio, or television station providing written request for same notice of the regular meeting schedule of Council, the scheduling of any special meetings of Council and any changes in the scheduling of either without charge. Any such written request will be deemed to have expired on December 31 of each year.

The clerk shall also notify any other individual, firm, corporation, or other entity providing written request for same with notice of the regular meeting schedule of Council, the scheduling of any special meetings of Council and any changes in the scheduling of either, but only upon their written agreement to pay for printing and postage expenses incurred by the City in connection therewith. Any such written request will be deemed to have expired on December 31 of each year.

All notices contemplated by this rule shall be mailed to the requesting party by first class mail.

4. ATTENDANCE

The attendance requirements, including the compulsory attendance provisions thereof, provided in Section 6.6 of the Hillsdale City Charter are applicable to and binding on all members of Council, including the Mayor.

5. REGULAR AND SPECIAL MEETING AGENDAS

The City Manager shall prepare the agenda of business for regular and special meetings of Council. Subject to the City Charter and State and Federal laws, any item submitted by a member of the City Council before noon on the Wednesday preceding the next regular Council meeting shall be placed on the agenda for the next regular Council meeting. Any member or representative of any public or private committee, board, commission, or other entity, and any member of the general public may request the placement of a non-administrative type of item or issue on the agenda for a regular council meeting by submitting the same to the City Manager by noon on the Wednesday preceding the next regular Council meeting.

Any items or issues not placed on the agenda as requested shall be disclosed to the Council by the City Manager at the next regular council meeting along with the reason for not placing it on the agenda. Items or issues not submitted for inclusion by the stated deadline shall be disclosed but shall not be considered by Council at its next regular meeting absent the consent of a majority of the council members present.

Items or issues submitted for and included in the agenda of a regular council meeting shall be placed under either Old Business or New Business on the agenda, as appropriate.

- 5.1 **Special Meeting Agenda.** Whenever the Council is called into a special meeting, the matters to be considered shall be stated in the call of the meeting.
- 5.2 **Distribution of the Agenda.** On completion of the agenda, the clerk shall immediately post the agenda and copies of all accompanying materials relating to the business to come before Council on the city website; the clerk shall then notify each Council member, the City Manager, and the City Attorney of these postings via email or other appropriate means of communication.
- 5.3 **Order of Business.** The form of the agenda for each meeting shall be arranged as follows:
 1. Call to Order and Pledge of Allegiance
 2. Roll Call
 3. Approval of Agenda
 4. Public Comment Regarding Agenda Items
 5. Consent Agenda (which shall include, but not necessarily be limited to, approval of bills, written reports of City boards and committees, approval of minutes, etc.)
 6. Communications/Petitions
 7. Introduction and Adoption of Ordinances/Public Hearings
 8. Old Business
 9. New Business
 10. Miscellaneous

- a. Proclamations
- b. Committee Appointments
- c. Other
11. General Public Comment
12. Closed Session (if necessary)
13. City Manager's Report
14. Council Comment
15. Adjournment

6. CONDUCT OF MEETINGS

- 6.1 Presiding Officer.** The Mayor shall be the presiding officer of the Council. In the absence of the Mayor, the Mayor Pro-Tem shall be the presiding officer of Council.
- 6.2 Speaking Rights of Council Members.** Any member of Council wanting to speak or address Council shall first obtain recognition and approval from the presiding officer. All comments shall be addressed to the presiding officer or other council members.
- 6.3 Speaking Rights of Members of General Public.** Any member of the general public or other person wanting to speak or address Council during the Public Comment periods shall first obtain recognition and approval from the presiding officer; a person addressing the Council is requested to state his or her name and address. All comments and remarks shall be addressed solely to the presiding officer and, unless otherwise authorized by the presiding officer, the comments and remarks of any one person shall not exceed *five* (5) minutes in duration. Council members shall not respond to public comments during public comment periods, unless permitted by the presiding officer.
- 6.4 Speaking Rights on Request of Presiding Officer.** The presiding officer may make such inquiry of any person in attendance as he or she deems necessary for the purpose of obtaining additional, supplemental, or confirming information with respect to any agenda item or issue being then discussed or considered by Council.
- 6.5 Disorderly Conduct.** The presiding officer shall call to order any person who:
1. Speaks out of order without being first recognized by the presiding officer
 2. Is contentious or otherwise embraces actual or threatened violence
 3. Violates the public order
 4. Speaks vulgarities or is abusive
 5. Fails to be relevant and germane
 6. Exceeds the allotted speaking time; or
 7. Otherwise disrupts the meeting by word, act, or deed.

Any member of the general public who is called out of order shall immediately be seated and remain seated and quiet unless permitted to proceed by the presiding officer or a majority of Council present.

Any member of Council who is called out of order shall immediately become and remain quiet unless permitted to proceed by the presiding officer or a majority of Council present.

Any person who continues to be out of order after having been called out of order by the presiding officer shall be removed from the council chambers by the Sergeant-at-Arms upon the request of the presiding officer.

7. RECORD OF REGULAR AND SPECIAL MEETINGS

- 7.1 Recording Responsibility.** The clerk shall be responsible for maintaining the official record and minutes of each meeting of the Council. The minutes shall include all actions of the Council with respect to motions voted on. The record shall include the name of the council member moving the motion, the name of the council member who seconds it, the vote of the Council on the motion and all other information required by the Open Meetings Act. The record shall also indicate whether the vote was by way of voice vote or roll call and, if roll call, the record shall show the "yes" or "no" vote, or abstention, of each council member present. The clerk shall maintain a copy of each ordinance and resolution and other matter acted on by the Council in his or her office.
- 7.2 Record of Discussion.** The clerk shall prepare and maintain a written summary of the council minutes. In addition, the clerk shall electronically record each meeting in its entirety, and each such recording (unless of a closed session) shall be maintained in the office of the clerk for a period of not less than three years following the date of the meeting. Such minutes and recordings shall be public records. Electronic recordings and minutes of closed sessions shall be separately retained and shall be maintained by the clerk for not less than one year and one day following the date of the regular meeting at which the closed session was approved. Such recordings and minutes shall not be available to the public and shall not be disclosed absent a court order issued for their production and disclosure pursuant to applicable law. At the end of the period during which an electronic recording is to be maintained, the recording may be erased and/or destroyed by the clerk unless the recording is pertinent to a pending or expected legal proceeding.
- 7.3 Request for inclusion of remarks.** Any council member may request to have his/her remarks concerning any issue being considered by Council printed as part of the written summary unless objected to by another member of Council in which case the request shall be decided by a majority of

Council present. Any such remarks as are to be included in the official record shall be provided in writing by the council member requesting their inclusion and made a part of the written summary in their entirety or, if verbally provided during a regular or special meeting, they shall be transcribed verbatim into the written summary by the clerk from the electronic recording of such meeting.

- 7.4 Public Access to Meeting Records.** The clerk shall make the records and minutes of the official regular and special meetings open to the public available for public inspection and copying in accordance with the provisions of the Freedom of Information Act and Resolution #1410 as adopted and/or amended by Council.

With respect to minutes of regular and special meetings open to the public, but not yet approved by Council, such minutes shall be available for public inspection and copying within *eight* (8) business days of the meeting from which they were generated.

With respect to minutes of regular and special meetings open to the public that have been approved by Council, such minutes shall be available for public inspection and copying within *five* (5) business days of the meeting at which they were approved.

The clerk shall promptly transmit copies of minutes to persons or entities that have subscribed and paid the fee therefore as established in Resolution #1410 and any amendments thereto.

- 7.5 Publication of Minutes.** The clerk shall be responsible for and shall cause publication of a summary of the minutes of those portions of all regular and special Council meetings open to the public within 14 days after the date of the meeting from which the summary was generated. The publication shall be made in a newspaper selected by Council.

8. COMMITTEES

- 8.1 Appointment.** Each year within 30 days following each regular City election, the Mayor, with the approval of Council, shall appoint members of the Council to the standing committees named in the following Rule 8.3. Vacancies thereafter occurring on any such committees shall be filled within 30 days of their occurrence in the same manner as the original appointment. The term shall be for two years, but in no case beyond the date an appointee holds the office of council member.
- 8.2 Committee Chair.** Each committee shall elect one of its own members to be the committee chair.

8.3 Standing Committees and Responsibilities. The standing committees shall be: Finance, Public Safety, Public Service, Community Development, Operations and Governance, and such other committees as the Council might in the future deem necessary.

Each committee shall thoroughly investigate any matters referred to it by Council or the City Manager and shall report its findings and recommendations to Council in writing or in person without undue delay. On motion adopted by Council, a committee may be discharged from further consideration of any matter before it.

8.4 Committee Meetings. A majority of the members appointed to a committee shall constitute a quorum. All committees made up of a quorum of Council or which is attended by a quorum of Council shall be required to be open to the general public and shall comply with the notice requirements of the Open Meetings Act, unless otherwise exempt under applicable law.

Any committee that is not made up of a quorum of Council and is not otherwise empowered with authority to act may meet with or without compliance with the notice requirements of the Open Meeting Act, but all such meetings shall be open to the general public, unless otherwise exempt under applicable law.

8.5 Record of Committee Meetings. Each committee shall maintain a written record of its meetings and shall deliver a copy of such record to the clerk. The written record shall be maintained by the clerk in a separate file for each committee.

The record of each committee meeting shall include, as a minimum, the following: the date; time and place of the meeting; the names of all persons attending; the text of each motion presented and voted on which deals with or relates to a recommendation regarding a proposed or existing ordinance, resolution, appointment, or election of an officer; the vote of each committee member on each such motion; and all other matters which at least one-third of the committee membership requests be included.

No committee shall sit during a session of Council unless Council first grants leave so to do.

The meeting record of each such committee meeting, unless otherwise exempt under applicable law, shall constitute a public record and shall be available to the general public for inspection and copying in accordance with the Freedom of Information Act and Resolution #1410 and any amendments thereto.

8.6 Committee of the Whole, Whenever Council shall meet, other than for a regular or special meeting, it shall be considered as meeting as a Committee of the Whole. The Mayor shall be the presiding officer over such meetings and, in his or her absence, the Mayor Pro-Tem shall so act.

Committee of the Whole meetings shall be subject to the notice requirements of the Open Meetings Act unless otherwise exempt under applicable law. The procedural rules generally applicable to Council shall remain in effect insofar as applicable.

The order of business at Committee of the Whole meetings shall be as follows:

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. Communications and Petitions
4. Public Comments
5. Written Reports of Boards, Commissions, and Department Heads
6. Special Presentations
7. City Manager and Department Reports
8. Closed Session (if requested and permitted by law)
9. Adjournment

9. EXECUTIVE OR CLOSED SESSION

Council and any committee may close a scheduled session or a meeting that is otherwise open to the public for any of the reasons permitted by law which, insofar as are pertinent to municipal government, are as follows:

- a. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing can rescind that request at any time, in which case the matter can only be considered after the rescission in open session (a roll call vote with a simple majority of those present is required to go into closed session);
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing (a roll call vote with a simple majority of those present is required to go into closed session);
- c. To consider the purchase (but not sale) or lease of real property up to the time an option to purchase or lease the subject real property is obtained (a 2/3 roll call vote of all elected or appointed and serving council members is required to go into closed session);

- d. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the Council (a 2/3 roll call vote of all elected or appointed and serving council members is required to go into closed session);
- e. To review the specific contents of an application for employment or appointment to a public office if the applicant requests that the application remain confidential. However, all interviews by a Council shall be held in open meeting pursuant to the act (a 2/3 roll call vote of all elected or appointed and serving council members is required to go into closed session); and
- f. To consider material exempt from discussion or disclosure under state or federal statute (a 2/3 roll call vote of all elected or appointed and serving council members is required to go into closed session).

9.1 Minutes of Closed Session. A separate set of written minutes shall be taken by the clerk at the closed session.

9.2 Record of Closed Meetings; Retention. Minutes of closed sessions shall be separately retained and shall be maintained by the clerk for not less than one year and one day following the date of the regular meeting at which the closed session was approved. Such minutes shall not be available to the public and shall not be disclosed absent a court order issued for their production and disclosure pursuant to applicable law.

10. PROCEDURE FOR COUNCIL DISCUSSIONS AND ACTION

10.1 Discussion of Issues. The issues for discussion at each council meeting shall be addressed in the order of their appearance on the agenda and when announced to the Council by the Mayor. General discussion of any issue listed on the agenda may ensue by council members after that issue is announced by the Mayor with or without a motion being first placed on the floor. However, no action shall be taken on any issue without there first being a motion made and seconded.

10.2 Main Motions. Any council member (inclusive of the Mayor) may make or second any main motion. Each main motion shall clearly state the issue to be voted on by Council. Unless supported by a second, there shall be no vote taken on a main motion and said main motion shall be considered a nullity for lack of support.

If the motion is seconded, the Mayor shall allow comments and debate on the main motion except as otherwise provided in Rule 10.3. During discussion and debate, if any, the question may be called by way of a motion

to call the question. When seconded, a motion to call the question shall be voted on immediately without debate and, if passed by a majority of the Council members then present, shall serve to call the question on the main motion.

Once called, there shall be no further discussion or debate on the main motion and the matter will proceed to a vote of Council.

Unless otherwise required by applicable law or Charter provisions, a simple majority of those present shall suffice to pass or defeat a main motion.

- 10.3 Amendatory Motions.** Any council member (inclusive of the Mayor) may seek to amend the main motion by way of one or more amendatory motions. Each amendatory motion shall clearly state the requested amendment to the main motion by way of one or more amendatory motions. Each amendatory motion shall clearly state the requested amendment to the main motion to be voted on by Council. Unless supported by a second, there shall be no vote taken on an amendatory motion and said amendatory motion shall be considered a nullity for lack of support.

If the amendment is seconded, the Mayor shall allow comments and debate on the amendatory motion. During discussion and debate, if any, the question may be called by way of a motion to call the question. When seconded, a motion to call the question shall be voted on immediately without debate and, if passed by a majority of the Council members then present, shall serve to call the question on the main motion.

Once called, there shall be no further discussion or debate on the main motion and the matter will proceed to a vote of Council.

Unless otherwise required by applicable law or Charter provisions, a simple majority of those present shall suffice to pass or defeat an amendatory motion.

Amendatory motions and the main motion shall be voted on in the reverse order in which they were made and seconded.

- 10.4 Nondebatable Motions.** Motions to fix the time of the next meeting; to adjourn; to recess; to table; to limit or extend debate; and to call the question shall, once supported by a second, be voted upon immediately without debate.
- 10.5 Motions to Reconsider.** A motion to reconsider any decision made or action taken by Council may be brought not more than once during the meeting at

which such decision was made or action was taken. A motion to reconsider may be made only by a member who voted on the prevailing side of the decision or action for which reconsideration is sought.

- 10.6 Temporary Suspension of Rules.** A temporary suspension of the rules may be accomplished by motion and second and adoption by a simple majority of those Council members present for the purpose of achieving any legal objective of Council.
- 10.7 Legal Opinions.** All legal opinions sought by a member or members of the Council shall first be approved by a majority vote of the Council at a regularly scheduled meeting.

11. VOTING

All council members present are required to vote on all motions before it at the time the question is presented, and no council member may abstain from voting except as hereinafter set forth.

- 11.1 Roll Call Votes.** A roll call vote shall be taken on all ordinances, resolutions, the appointment and election of officers, and all matters affecting the financial interests of the City. When a roll call vote is taken, the names of the council members and his or her "yes" or "no" vote shall be recorded. Each council member shall be called on to vote by the clerk in alphabetical order. In successive roll call votes, the name to be called first shall be advanced one position alphabetically from the position it occupied in the preceding roll call vote.
- 11.2 Voice Votes.** In all votes of council members wherein a roll call is not required, the presiding officer shall decide the outcome of the voice vote taken. Any council member may call for a division of the vote in which case the presiding officer shall poll each council member on the question and the motion thereupon decided on the results thereof.
- 11.3 Obligation to vote; Abstentions.** Each council member who is present shall vote on all questions submitted for the vote of the Council when his or her name is called by the clerk on a roll call vote or when a voice vote is requested by the presiding officer except:
- a. on questions in which he or she has a financial interest, other than the common public interest;
 - b. on any question concerning his or her own conduct; or
 - c. on any question from which he is expressly excused from voting on by the unanimous consent of the remaining council members then present.

11.4 Discussions or Debate During Vote. There shall be no further discussion, comments, or debate on any question, nor any amendatory motions made at any time after a motion is submitted to a vote until the vote is completed and the result announced.

12. INTERPRETATION OF RULES

The presiding officer of each council meeting shall be responsible and have the authority to interpret and apply these rules. The presiding officer's interpretation and application shall be final and conclusive unless overturned by a 2/3 majority of the council members present.

City of Hillsdale

Agenda Item Summary

MEETING DATE: June 17, 2024

AGENDA ITEM #: New Business

SUBJECT: Employee Handbook Update

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

Project Background:

On May 13th and 30th the O&G Committee held public meetings. One of the items on their agenda was conflict of interest rules in the City's Employee Handbook. Specifically the discussion pertained to the Personal Relationships in the Workplace policy. After discussion and consultation with the City Attorney, the O&G Committee voted to recommend to Council updating the current policy mentioned previously.

Attached is the clean and tracked copy of the updated policy.

RECOMMENDATION:

City Council consider the O&G Committee's recommendation and approving the updated Employee Handbook's policy on Personal Relationships in the Workplace.

Personal Relationships in the Workplace (Pg. 44-45 Employee Handbook)

The City strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations. The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purpose of this policy, a relative is any person who is related by blood or marriage. This includes a spouse, parent, child, brother, sister, grandparent, in-law, and step-relatives.

It is the City's policy that an employee shall not be hired, promoted, demoted, transferred, or in any manner moved into the same department in which a relative is employed or in which an individual with whom the employee is involved in a dating relationship is employed. No employee can directly supervise a relative of the employee or a person with whom the employee is involved in a dating relationship. Similarly, it is the City's policy that no member of any personnel committee of the board of directors of any City agency shall serve as a member of such committee when a relative of the committee member or an individual with whom the committee member is involved in a dating relationship is employed by that agency.

In the case of City employees, if an individual who is or becomes a relative of the employee or who is in or enters into a dating relationship with the employee is currently employed within the same department as the employee, or is hired, promoted, demoted, transferred, or in any manner moved into the same department as the employee, or comes under the direct supervision of the employee, it is the responsibility and obligation of that employee to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another position in another department or resign from employment if necessary. If that decision is not made within 30 calendar days, management will decide who is to be transferred, or if necessary, terminated from employment.

In the case of a personnel committee of the board of directors of a City agency, no member of the board of directors of such agency shall be appointed to the personnel committee if the member of the board has a relative who is employed by the agency or if an individual with whom the member of the board is involved in a dating relationship is employed by the agency. In the event that a relative of or an individual in a dating relationship with an existing member of a personnel committee of the board of directors of a City agency becomes an employee of the agency, the member of the personnel committee involved shall have a duty to report the relationship and immediately resign from his or her position as a member of the personnel committee of the board of directors of the agency.

Personal Relationships in the Workplace (Pg. 44-45 Employee Handbook)

The City strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations. The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purpose of this policy, a relative is any person who is related by blood or marriage. This includes a spouse, parent, child, brother, sister, grandparent, in-law, ~~step relative, or someone who's in a dating relationship with another employee that is similar to that of the persons who are related through blood or marriage and step-relatives.~~

It is the City's policy that an employee shall not be hired, promoted, demoted, transferred, or in any manner moved into the same department in which a relative is employed. ~~No relative can directly supervise another relative, or in which an individual with whom the employee is involved in a dating relationship is employed. No employee can directly supervise a relative of the employee or a person with whom the employee is involved in a dating relationship. Similarly, it is the City's policy that no member of any personnel committee of the board of directors of any City agency shall serve as a member of such committee when a relative of the committee member or an individual with whom the committee member is involved in a dating relationship is employed by that agency.~~

~~In the case of City employees, if an individual who is or becomes a relative relationship or of the employee or who is in or enters into a dating relationship is established after employment with the City, employees who are in a reporting situation described above employee is currently employed within the same department as the employee, or is hired, promoted, demoted, transferred, or in any manner moved into the same department as the employee, or comes under the direct supervision of the employee, it is the responsibility and obligation of the supervisor involved in the relationship that employee to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another position in another department or resign from employment if necessary. If that decision is not made within 30 calendar days, management will decide who is to be transferred, or if necessary, terminated from employment.~~

~~In the case of a personnel committee of the board of directors of a City agency, no member of the board of directors of such agency shall be appointed to the personnel committee if the member of the board has a relative who is employed by the agency or if an individual with whom the member of the board is involved in a dating relationship is employed by the agency. In the event that a~~

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relative of or an individual in a dating relationship with an existing member of a personnel committee of the board of directors of a City agency becomes an employee of the agency, the member of the personnel committee involved shall have a duty to report the relationship and immediately resign from his or her position as a member of the personnel committee of the board of directors of the agency.

City of Hillsdale

Agenda Item Summary

Meeting Date: June 17, 2024

Agenda Item: New Business

SUBJECT: TAP Grant Resolution

BACKGROUND PROVIDED BY STAFF (Alan Beeker, Zoning Administrator)

The TIFA Development plan and the City Master plan have cited the need for traffic calming of M-99 (Broad Street) through the downtown business district. The reduction of traffic lanes through the downtown will slow traffic and improve the pedestrian safety and experience in our historic downtown. In 2023, MDOT contacted the planning office and suggested that the traffic calming occur during the 2026 project to mill and resurface M-99 from W. Hallett to E. Carleton. Council approved a traffic study in 2023 that would determine whether a traffic calming project was viable for the stretch of M-99 from Steamburg to E. Carleton. The study has affirmed that a traffic calming of the stretch of M-99 is possible. In addition to reducing a traffic lane on M-99, bike lanes would be added to allow for non-motorized traffic through the downtown.

The majority of the work to be done will be re-striping the new cross section but the City and MDOT agree that some of the intersections along that stretch should be modified to improve safety for motorized and non-motorized traffic. In order to offset the costs of those modifications, the City would apply for a Transportation Alternative Program (TAP) Grant. One of the requirements of the grant is a resolution stating that the legislative body of the City is in agreement with moving forward with the grant application.

The Planning Department is requesting Council approve the resolution to apply for the TAP grant.

RECOMMENDATION:

Recommendation provided by City Manager. Info is then forwarded to Katy to be placed in the council packet.

CITY OF HILLSDALE

RESOLUTION NO. _____

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTANCE OF FUNDS AND TO AUTHORIZE THE APPLICATION FOR FUNDS FROM THE TRANSPORTATION ALTERNATIVE PROGRAM GRANT (TAP) PROGRAM, INCLUDING A COMMITMENT TO COMPLETE THE PROJECT SHOULD GRANT FUNDS BE AWARDED.

Minutes of a regular meeting of the City Council of the City of Hillsdale, Hillsdale County Michigan, held in the City Hall, City Council Chambers, 97 North Broad Street, Hillsdale, Michigan, in said City, on June 17, 2024 at 7:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____.

WHEREAS, the City of Hillsdale is applying for \$395,894 in funding through the Michigan Department of Transportation (MDOT) TAP program for street calming of North Broad Street (M99) from Steamburg Road to East Carleton Street, within the City of Hillsdale. This project is estimated to cost \$494,894 to complete.

WHEREAS, the TAP program requires formal City Council resolution from the legislative body confirming a firm commitment of matching funds, authorization to submit the application and confirmation, that should funds be received, that the city is committed to complete the project.

NOW, THEREFORE, BE IT RESOLVED THAT, the City has authorized David Mackie, City Manager, to act as agent on behalf of the City to request Transportation Alternative Program Grant funds and to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED THAT, the City attests to the existence of, and commits to, provide at least \$99,000 toward the construction costs of the project, and all costs for design, permit fees, administration costs, and cost overruns.

BE IT FURTHER RESOLVED THAT, the City attests to the commitment toward completion of this project in 2026, should funds be granted, for the betterment of the street system within the city's limits.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Adam L. Stockford, Mayor

Katy Price, City Clerk

CERTIFICATION

The foregoing resolution was certified at a regular meeting of the City Council of the City of Hillsdale held on June 17, 2024.

Katy Price, City Clerk

Date: June 17, 2024

City of Hillsdale

Agenda Item Summary

MEETING DATE: June 17, 2024

AGENDA ITEM #: New Business

SUBJECT: International Brotherhood of Teamsters Local 214

BACKGROUND PROVIDED BY: David Mackie, City Manager

Attached is the newly negotiated contract between the City of Hillsdale and the International Brotherhood of Teamsters Local 214 for City Council approval. The contract is for three-years with changes tracked in red. Items to note in the contract include:

- Increase wages in Year 1 - 5%, Year 2 - 4% and year 3 - 3% increases.
- Year 1 \$500.00 signing bonus. Years 2 and 3 \$500 retention bonus.
- CDL training payback agreement for all employees that leave employment before 2-years of service.
- Increase 8 hours to 10 hours of on-call pay.
- Change Employer provided uniforms to approved clothing with City logo.
- Addition of Juneteenth off as a holiday.

RECOMMENDATION:

City Council review and approve the Teamsters Local 214 union contract for the period of July 1, 2024 to June 30, 2027.

CITY OF HILLSDALE

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 214

~~**October 4, 2021 to June 30, 2024**~~

July 1, 2024 to June 30, 2027

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MASTER AGREEMENT

LOCAL 214

THIS AGREEMENT, made and entered into as of the ~~4th day of October, 2021~~ by and between the CITY OF HILLSDALE, MICHIGAN, located at Hillsdale, Michigan, party of the first part, and hereinafter termed the Employer, and LOCAL UNION NO. 214, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called Union.

WHEREAS: Both parties are desirous of preventing strikes and lockouts, and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of work for employees of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE 1 **RECOGNITION**

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached schedules.

Section 2. The Employer and the Union recognize and acknowledge that the Employer shall have the right to hire temporary employees to perform seasonal work for no longer than six (6) consecutive months and that such temporary employees shall not be Union employees, shall work at the will and sufferance of the Employer, and shall not be entitled or have recourse to any of the provisions, benefits or protections provided for in this Agreement; provided, however, that the hiring and employment of such seasonal employees shall not result in the lay off of any bargaining unit employees.

ARTICLE 2 **EXTRA CONTRACT AGREEMENTS**

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee. Any such Agreement shall be null and void.

ARTICLE 3
UNION SECURITY

Section 1. Membership. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters. The Union is required under this Agreement to represent employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

- (a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Section 2. Dues Checkoff. During the period of time covered by this Agreement, the Employer agrees to Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check-off authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union. The amount of initiation fees and dues will be certified to the Employer by the Secretary/Treasurer of the Union.

All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's Union membership dues owed for the previous month. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose within twenty (20) calendar days. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.

The Employer's sole obligation under this Section is limited to the deduction of Union membership dues and fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever. Disputes regarding the validity of a dues checkoff authorization or the validity of a revocation a dues checkoff authorization are not subject to resolution under the grievance and arbitration procedure of this agreement.

Section 3. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the Employer pursuant to Section 2.

ARTICLE 4
JURISDICTIONAL

Section 1. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees, other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units unless the performance of such work during regular working hours by non-bargaining unit employees would not displace members of the bargaining unit from their regular work or overtime pay.

ARTICLE 5
SUBCONTRACTING

Section 1. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit employees except when the contracting of such work or service will result in better services than provided by the City bargaining unit employees or when such contracting will reduce the cost of such service for the general benefit of the constituents of the City. Prior to the Employer subcontracting, transferring, leasing assigning or conveying, in whole or in Part, to any other plant, vendor, person or non-unit employees any work or services presently or hereafter assigned to the bargaining unit, the Employer will notify the Union and discuss the matter with them. The Employer will forthwith notify the employees by posting a copy of the purchase order on the bulletin board and notify the Union by mail.

Section 2. Part-Time Employees. The Employer reserves the right to hire and utilize regular part-time employees. Regular part-time employees shall not be hired so as to cause a current full-time bargaining unit member to be laid off, suffer a loss in work time or any other benefit provided by the collective bargaining unit.

ARTICLE 6
UNION ACTIVITIES

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with stewards of the local Union and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance at reasonable times at the discretion of the Employer, with employee consent.

Section 3. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer. Only official notices are to be posted and must have the signature of the Union business

representative or the shop steward for the Union and the City Manager or his representative for the City.

Section 4. The Employer agrees to grant time off without discrimination or loss of seniority rights and without pay to any one employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities and provided further that such absence will not disrupt normal work or create a condition which would necessitate overtime pay for an employee in the position created by such time off.

ARTICLE 7 **STEWARDS**

Section 1. The Union shall notify the Employer in writing of the names of stewards and alternates representing employees in the Dial-a-Ride and Street Departments. The authority of such stewards and alternates shall be limited to and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances with his Employer or the designated City representative in accordance with the provisions of the collective bargaining agreement.
2. The collection of dues when authorized by appropriate local action.
3. The transmission of such messages and information, which shall originate with, and are authorized by the local Union or its officers, provided such messages and information:
 - a. Have been reduced to writing, or,
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppage, slow-down, refusal to handle goods, or any other interference with the Employer's business.

The steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of steward or their alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The steward shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his regular working hours, provided this does not disrupt normal work and time is cleared with the department head. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the steward and the superintendent or department head. Permission shall be granted with a twenty-four (24) hour period if conditions in that department allow.

ARTICLE 8
MAINTENANCE OF STANDARDS

Section 1. The employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed wherever specific provisions for change are made elsewhere in this Agreement.

ARTICLE 9
MANAGEMENT

Section 1. The Employer shall remain vested with all management functions, including, but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge, discipline employees, to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer, to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency of operations; to determine the hours of work including starting and quitting time, length of work week; and to accomplish a reduction of the work force; to control, direct and supervise all equipment, subject to the terms of this Agreement.

Section 2. Rules and Regulations. The employer has the right to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement. Employer shall give Union written notice of any change in a rule or regulation. If the Union believes that any rule or regulation is inconsistent with the terms of this Agreement, a grievance may be filed within thirty (30) calendar days following written notification to Union of such change and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

ARTICLE 10
STRIKES AND LOCKOUTS

Section 1. Continued Work Pledge. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committeepersons, stewards, members, nor the employees covered by this agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not be limited to, such activities as sympathy strikes or the refusal of an employee or employees when called for emergency service to the premises of the Employer or a customer of one of the City-operated utilities, to cross a picket line.

Section 2. Violation of Continued Work Pledge. Any employee who violates the Continued Work Pledge of Section 1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the grievance procedure concerning an employee disciplined for violation of Section 1 shall be limited solely to the question or whether the employee or employees did in fact engage in any activity prohibited by Section 1.

Section 3. Affirmative Action. The Union agrees that it and its officers and representatives will take prompt affirmative action to prevent or stop any activity prohibited in Section 1 by notifying the employees it represents that it disavows such action.

Section 4. No Lockout. During the life of this Agreement, the Employer, in consideration for the Continued Work Pledge of the Union and the employees it represents to refrain from the conduct prohibited by Section 1, agrees not to lock out any employees covered by this Agreement.

ARTICLE 11 **LIMITATION OF AUTHORITY AND LIABILITY**

Section 1. No employee, Union member or other agent of the Union shall be empowered to call any strike, work stoppage or cessation of employment permitted under Act 379, P.A. 1965.

Section 2. Any individual employee or group of employees who willfully violate or disregard the grievance procedure set forth in Article 14 of this Agreement or who participate in any strike, work stoppage, slow-down, walk-out or other cessation of work may be summarily discharge by the Employer without liability on the part of the Employer or the Union.

ARTICLE 12 **DISCIPLINE**

Section 1. The intent and purpose of this Article is to provide for progressive disciplinary action. All disciplinary action shall be for just cause.

Section 2. In any case where disciplinary action is taken by the Employer, the following progressive disciplinary steps shall generally be followed:

1. Verbal reprimand;
2. Written reprimand;
3. Suspension not to exceed ten (10) days, transfer or demotion;
4. Discharge.

A verbal reprimand is not a prerequisite to a written reprimand.

Suspension without pay, transfer and/or demotion may be imposed without prior warning and in the absence of prior disciplinary actions when the seriousness of any individual offense indicates that such action is appropriate.

Discharge without prior disciplinary action of any kind may be imposed when the seriousness of any individual offense indicates that such action is appropriate. Generally, however, discharge will not generally be imposed in the absence of three (3) prior written reprimands and/or one or more suspensions within the preceding eighteen (18) months, or when the employee's total work record warrants such action based on documented unsatisfactory work performance,

Section 3. Notwithstanding the progressive disciplinary steps generally provided for in Section 2 of this Article, the Employer may proceed to impose immediate suspension without pay, transfer and/or demotion, or discharge, without regard for an employee's work record in any case involving recklessness or willful or wanton misconduct; and may proceed to impose immediate discharge, without regard for an employee's past work record, in any case involving dishonesty, violence and/or moral turpitude or unauthorized absences.

Section 3a. "Unauthorized absence" as used in this section shall mean any absence other than:

- a. Vacations earned, scheduled and taken pursuant to Article 37;
- b. Personal time earned, scheduled and taken pursuant to Article 38;
- c. Paid Time Off earned, scheduled and taken pursuant to Article 39;
- d. Sick leave earned, scheduled and taken pursuant to Article 40;
- e. Funeral leave scheduled and taken pursuant to Article 41;
- f. Any other absence specifically authorized by the Employer prior to being taken.

~~The Employer agrees that it shall notify each employee of the number of hours of accrued vacation, personal time and sick leave upon the written request of such employee not more than twice each calendar year.~~ The Employer agrees to provide access to employee's available number of hours accrued for vacation, personal time, sick leave and/or Paid Time Off (PTO). A written report will be given to the employee upon request.

The Employer further agrees that it shall provide written notice to each employee upon such employee's utilization of all his/her accrued vacation and personal time for each calendar year covered by this Agreement.

As to sick leave, the Employer agrees that it shall provide written notice to each employee the first time within each calendar year that his/her sick leave bank is reduced to eight (8) hours or less; provided, however, that no other additional notice shall be required to such employee for the balance of said calendar year.

Notwithstanding anything contained in this section to the contrary, for the first offense of unauthorized absence not exceeding two days in length, an offending employee shall receive two days off without pay. For an unauthorized absence of three days or more, or for a second offense of unauthorized absence, the offending employee shall be discharged pursuant to the provisions of Section 3 of Article 12 of this Agreement.

Section 4. The Employer may modify a disciplinary action by reducing its severity.

Section 5. No disciplinary action resulting in a written reprimand shall be considered in subsequent disciplinary actions if, in the twenty-four (24) month period following the date of the written reprimand, the employee is not subject to any further disciplinary action involving the same or a similar offense.

No disciplinary action result in suspension shall be considered in subsequent disciplinary actions if, in the twenty-four (24) month period following the date of the suspension, the employee is not subject to any further disciplinary action involving the same or a similar offense.

Section 6. It is agreed and understood between the parties that, when an employee files a grievance with respect to any disciplinary action, including suspension, transfer, demotion and/or discharge, the act of filing such grievance shall constitute his authorization to the Employer and Union to reveal to the decision making participants in the grievance procedure, all information available to the Employer and Union concerning his personnel and work record and concerning the alleged offense, and such filing shall further constitute a release of the Employer and Union from any and all claims for liability by reason of such disclosures.

Section 7. In the event that it is decided under the grievance procedure that an employee was suspended without pay or discharged in violation of this Agreement, the Employer shall reinstate such employee with full compensation, partial compensation or no compensation, as might be decided under the grievance procedure. Compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension without pay, less any compensation, earnings or income received from any source by the employee during the period he or she was off work due to the suspension without pay or discharge. If any employee is found to have been unjustly suspended without pay or discharge, his or her seniority rights shall not be affected.

Section 8. Disciplinary action which shall result in suspension without pay, transfer and/or demotion, or discharge, shall be immediately subject to Step 2 of the Grievance Procedure.

ARTICLE 13 **GRIEVANCE PROCEDURE**

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settle in accordance with the procedure herein provided.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement there shall be an earnest effort on the part of the parties to settle such grievance disputes promptly through the following steps:

Step 1. It shall be the responsibility of the aggrieved employee to reduce any grievance to writing on the regular grievance form provided by the local Union. Such grievance shall be presented to the employee's department head promptly but in no case later than ten (10) working

days after the Union or the aggrieved employee discovers or should have discovered the occurrence giving rise to the grievance, whichever is earlier. The burden of proving that neither the Union nor the aggrieved employee discovered or should have discovered the occurrence giving rise to the grievance within ten (10) working days of the occurrence, shall be on the aggrieved employee. Any grievance which is not submitted within the above prescribed time period is barred.

Within five (5) working days after receiving the written grievance, the department head shall meet with the employee, the steward, or both for the purpose of discussing and attempting to resolve the grievance within three (3) working days after the aforementioned meeting. The department head shall deliver a written response to the grievance to the employee and the steward. A resolution of a grievance at this step shall not serve as precedent for future grievances for or against either party. Resolutions made at any other step shall be only upon such conditions as the parties mutually agree upon.

Step 2. If the grievance is not resolved in Step 1, the aggrieved employee, the steward, or both, may present the written grievance, along with the department head's written response, to the City Manager, and shall notify the City Manager of their desire to proceed with the grievance. Such notification shall take place within five (5) working days following the receipt of the department head's written response in Step 1. Within five (5) working days after receiving such notification, the City Manager shall arrange to meet with the Union's representatives. Such meeting shall be held within fifteen (15) working days. Within five (5) working days following the aforementioned meeting, the City Manager shall deliver to the Union representative a written response to the grievance.

Step 3. If the grievance is not resolved in Step 2, it shall be referred to arbitration upon the request of either Union or the Employer. The President and/or Executive Board of the local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. Either party may demand arbitration by the Federal Mediation and Conciliation Service. The party first demanding arbitration shall give notice in writing to the other party of its desire to arbitration within ten (10) days of the Step 2 written decisions. There shall be no strikes, lockouts, cessation of employment or change in employment status during the progress of arbitration. Failure to submit to arbitration upon request made as provided in this Article, shall result in forfeiture and abandonment of said grievance. The arbitrator's fees shall be shared equally by both parties. All other expenses shall be borne by the party incurring them. The arbitrator shall not have power to add to, subtract from, or modify this Agreement, or to declare any provisions of this Agreement illegal.

Section 3. Selection of Arbitrator. The parties shall first attempt to mutually select an arbitrator to resolve the dispute. If the parties are unable to mutually agree upon an arbitrator, the Union shall request the Federal Mediation and Conciliation Service to provide a panel of arbitrators. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be

governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this agreement either directly or indirectly. The arbitrator shall have no authority to rule on the discipline or termination of any probationary employee, or to rule on any grievance considered settled between Employer and Employee, whether by affirmative agreement or expiration of time limits. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate.

Section 5. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step within Section 2. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

ARTICLE 14 **SPECIAL CONFERENCE**

Section 1. Either party may request a special conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party five (5) days before said conference. Only those items on the agenda will be discussed.

ARTICLE 15 **SAFETY COMMITTEE**

Section 1. A Safety Committee shall be composed of Union and Employer representatives who will meet on a quarterly basis for the purpose of discussing safety and promulgating regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules; provided, however, that special meetings of the safety committee may be called for good cause at the request of either party. In the course of making such determination, any and all federal and state laws that are applicable to Employer and employee covered by this Agreement shall be considered. The Employer will post in a conspicuous place the results of any safety inspections conducted by agencies other than City agencies. The Chief Steward shall be kept informed in writing of all safety rules, regulations, programs and procedures to be promulgated by the Employer or discussed or participated in by the Safety Committee membership.

ARTICLE 16 **SENIORITY**

Section 1. Probationary Period. Employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their active employment. Employees who have not completed their probationary period may be disciplined, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Arbitration Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. When

an employee finishes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire. There shall be no seniority or classification seniority among probationary employees.

Section 2. The Employer shall post a list of the employees, by classification, arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 3. Seniority shall be broken only by discharge not reversed by the grievance procedure, voluntary quit, retirement or failure to return to work after a leave of absence. Any employee on layoff will lose his seniority when the length of the layoff exceeds their length of service, or one year, whichever is less.

Section 4. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not maintain previously accumulated seniority within the bargaining unit beyond twelve (12) months from the date of promotion. The employee who is so transferred or demoted within said twelve (12) month period shall be permitted to utilize the bump procedure to commence work in a job generally similar to the one held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion.

Section 5. City-wide seniority is hereby defined as the total length of service with the Employer from the original date of hire without a break in service, and shall be used in determining the level of retirement benefits, longevity benefits, and earned vacation. It shall also be used in the determination of lay-offs and recall rights with respect to an employee who has transferred from one department to another, but who has not yet completed one year of service in the new department at the time of such lay-off.

Section 6. Department seniority is hereby defined as the total length of service in a department covered by this Agreement and shall be used to determine an individual's rights under this Agreement for purposes of job bidding, job promotion, job transfer, shift preference, the scheduling of vacations and, except as otherwise provided in the immediately preceding Section 5, lay-off and recall and shift preference.

ARTICLE 17

LAYOFF AND RECALL

Section 1. Layoff. When it is determined by the Employer that the work force in a particular job classification is to be reduced, the Employer shall lay off employees in the following order:

- (a) The first employee or employees to be laid off shall be non-bargaining unit employees (if any) in the department affected excluding supervision.
- (b) Probationary employees in the affected department shall be laid off next.
- (c) Further layoffs from the particular job classification affected by the layoff shall be accomplished by inverse order of classification seniority.

For purposes of layoff, there are two (2) departments in the bargaining unit: 1) Streets and Maintenance; and 2) Dial-A-Ride.

The Employer shall provide at least fourteen (14) calendar days advance notice of the layoff and, if known, the anticipated duration of the layoff.

Section 2. Members of the bargaining unit who are laid off shall be entitled to displace another bargaining unit member within the affected department provided:

- (a) The laid off bargaining unit member has greater seniority than the employee to be displaced.
- (b) The laid off employee presently has the necessary qualifications to perform the work.
- (c) Displacement rights are exercised within three (3) working days of notification of their layoff.

Stewards shall be granted super seniority in their classifications.

Demotions of supervision shall not be made during periods of layoff in the bargaining unit.

Section 3. Recall. When it is determined by the Employer to increase the work force after a layoff, employees with seniority previously laid off will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform the required work.

Section 4. Recall Procedure. When employees are to be recalled from layoff, the following procedures shall be follows:

- (a) The Employer shall attempt to telephone the employee with notification of recall. The Employer shall also give notification of recall with the required return to work date by certified mail, sent to the employee's last known address. It is the obligation of the bargaining unit members to keep the Employer apprised of their current phone number and address.
- (b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within five (5) work days of notification of recall by telephone or delivery of notice of recall by certified mail or personal service. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within time period specified in this subsection shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.
- (c) Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery of notice of recall by certified mail. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer such as needing up to two (2) weeks notice to another employer.

ARTICLE 18
JOB CLASSIFICATIONS

Section 1. When new job classifications are created within the bargaining unit for which rates of pay are not established, the Union shall have the right to enter into negotiations with the Employer concerning such rates of pay by notifying the Employer of its intent to do so within five (5) days after notification by the creation of such job classifications.

Section 2. Classifications for an equipment shall be established by the employer. The Union shall have the right to survey all equipment whenever the Union feels that said equipment is not properly classified. "The right to survey" shall be interpreted to mean at a time and place agreeable to the Employer and Union during normal working hours. Failure to agree shall be subject to the grievance procedure.

Section 3. If the Employer opens additional classifications of employment within the bargaining unit or combines existing classifications of the bargaining unit, the employee's work assignment, seniority and classification are subject to negotiation with the Union.

Section 4. When new or modified equipment is introduced, the most senior employee in that classification shall be offered such jobs first and be given a thirty (30) day trial period to learn to operate new or modified equipment (applies to Street Department). The Employer's supervisory staff, or designates, will train and instruct the employee and demonstrate the use of the necessary tools and equipment in the new operations. If the Employer determines that the employee cannot operate in said class, such employee will be reduced to the next lower pay grade that he can perform work in; provided that all trial runs, research and experimental work may be done by supervisory personnel or their designates.

Section 5. Changes in qualifications for job assignments and classifications are subject to review by the Union.

ARTICLE 19
VACANCIES

Section 1. Vacancies in a classification shall be offered first to employees in the bargaining unit in which the vacancies occur, and then to employees in other bargaining units of Teamsters Local 214 and shall be filled by the Employer based on seniority, provided the employees possess the minimum qualifications for classification. The offering of a vacancy in a classification shall be evidenced by the posting of a notice of said vacancy on the Union bulletin boards in each department for a period of not less than five (5) working days. Part of the minimum qualifications necessary for promotion is that the applicant shall not have received disciplinary action involving suspension during a period of twelve (12) months prior to the date of the posting for the vacancy they are bidding on and have a satisfactory attendance record.

Section 2. The successful bidder for a vacancy shall be given a training period of not to exceed thirty (30) days. When the instructor of the employee believes said employee to be qualified, an

appropriate exam may be given. In the event the employee cannot qualify, the employee shall be returned this former position and pay (all classifications will follow above procedure).

Section 3. The Employer reserves the right to hire from outside, provided, however, that no bids from qualified employees in the bargaining unit are received.

Section 4. The City will fill all vacancies as soon as possible when need for such action is deemed necessary by the Employer.

ARTICLE 20

TEMPORARY ASSIGNMENT

Section 1. In the event there is a temporary job opening due to illness, emergency, leave, vacations, temporary work increases, weather, etc., the City will fill such jobs by offering to the most senior employee within the lower classifications of the Department, if qualified, when need for such action is determined by the Employer to be necessary. If the assignments are not filled by the above method, the Employer shall fill such jobs at its own discretion, including voluntary cross Departmental assignments. In the event that a voluntary assignment includes a need for an upgraded license endorsement, the City will pay the costs associated with securing that endorsement.

Section 2. When ~~an~~ a qualified employee is assigned to work in a higher classification, he shall receive the higher rate of pay for those hours so worked in the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned work in a lower classification than his normal classification during the work day, he shall not suffer a reduction in pay.

ARTICLE 21

EQUIPMENT, ACCIDENTS, REPORTS AND DRUG AND ALCOHOL TESTING

Section 1. The Employer shall first consider the personal safety of the employees in establishing operation procedures.

Section 2. Under no circumstances will an employee be required or assigned to engage in any activity involving unnecessarily dangerous conditions of work or unnecessary danger to persons or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage or city safety officer.

Section 3. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority, will be paid for the whole day upon which such injury occurs.

Section 4. The Employer shall not require employees to take out on the streets or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such equipment has been determined to be in safe operating condition. The determination of "safe operating condition" shall be made by the garage foreman who shall advise the department director in writing as to his findings.

Section 5. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. He shall also turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer. The employee shall be provided a copy of the report submitted by him or her at the time it is filed.

Section 6. It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of mechanical equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one to be retained by the employee. The Employer shall not ask or require any employee to operate equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved by the foreman who shall advise the department director in writing as to his findings.

Section 7. Loss or Damage. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless clear proof of negligence or reckless use is shown.

Section 8. Random Drug and Alcohol Testing. Employees shall submit to random drug and alcohol testing.

ARTICLE 22 **PICKET LINE**

Section 1. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary line of Union's party to this Agreement, and including primary picket lines at the Employers place of business. Provided that this section shall not apply to City employees called for emergency service to the premises of the Employer or a customer of one of the City operated utilities.

Section 2. Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without

taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 23
LICENSING AND BONDING

Section 1. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 2. Any employee shall be required by the employer to obtain and maintain a valid Commercial Driver's License (CDL) as a condition of continued employment. New employees will be provided a period of ~~thirty (30) days~~ six (6) months to secure their CDL license. The employer shall pay up to \$135.00 toward any required physical examination and ~~one-half (1/2)~~ 100% of the difference between the fees charged for the employee's current licenses and the fees to be charged for the employee's required license as are necessarily incurred in connection with each employee's first attempt at compliance. In the event any employee is unsuccessful in his attempt to acquire the necessary license on a first attempt, all costs associated with subsequent attempts shall be the sole expense of the employee by whom they are incurred. Each existing employee who is required to obtain a CDL shall do so within forty five (45) days of receipt of such direction from the employer. Revocation or suspension of an employee's CDL for any reason whatsoever shall be grounds for immediate discharge and any such employee shall not have recourse to any other provision in this agreement, including, but not limited to, the grievance procedure.

The employer may pay up to 100% of all training cost associated with a new employee to obtain a CDL, providing that the employee agrees to sign a "Payback Agreement" upon hire. Upon signature of the "Payback Agreement" employees that leave employment will be required to reimburse the employer for 100% of all training cost, for less than 1 year of employment, and 50% of all training cost for 1 year to 2 years of employment.

ARTICLE 24
JURY DUTY AND COURT APPEARANCES

Section 1. Any employee who is subpoenaed as a result of a work related accident or is involved in or witnesses an accident while on duty who must attend court shall suffer no loss of pay but will be paid the difference between witness fees and his regular pay.

Section 2. Any employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay.

ARTICLE 25
MILEAGE

Section 1. When an employee is required by the Employer to provide his own transportation in the course of his employment, exclusive of home to job and job to home, he shall receive an

allowance of whatever rate per mile is paid by the City to its supervisory personnel or will be provided transportation by the City.

ARTICLE 26
PAY PERIODS

Section 1. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Payday will be every other Thursday after 12:00 noon.

Section 2. The Employer shall provide any employee requesting same not more than one (1) statement per quarter of the leave days accrued by that employee. Said statement shall reflect leave days accrued as of March 31, June 30, September 30 and December 31, and shall be provided not more than 30 days following the end of each quarter.

ARTICLE 27
SHIFT PREMIUM

Section 1. The Employer shall pay to each employee who is assigned to second or afternoon shift a shift premium of ten (10) cents per hour for all hours worked on the second or afternoon shift. The Employer shall pay to each employee who is assigned the third or midnight shift a shift premium of fifteen (15) cents per hour for all hours worked on the third or midnight shift. The employer shall pay to each employee who is assigned a swing shift a shift premium of twenty-five (25) cents per hour for all hours worked on the swing shift. A swing shift is defined as one in which an employee is assigned different shifts on different days of his work week on a permanent, ongoing basis. An employee working a standard schedule who, for the purposes of covering for vacation or other absence, is scheduled different shifts during his work week on a temporary basis, is not eligible for the swing shift premium.

Section 2. For the purpose of calculating overtime pay, the applicable shift premium shall be added to the employee's regular rate of pay for his or her classification and the resulting rate of pay shall be used when overtime pay is computed.

Section 3. The provisions of this article shall be applicable only to those departments or divisions for which regular shifts have been or will in the future be established.

ARTICLE 28
OVERTIME

Section 1. Overtime shall be offered by seniority in the classification required. In the event no employee accepts the overtime offer, such overtime shall be assigned on a mandatory basis by the Employer to the least senior qualified employee in the classification involved. In the event overtime cannot be covered by the above procedure, the Employer may assign overtime on a mandatory basis to the least senior qualified employee after first offering it and being refused by the more senior qualified employees.

Section 2. Overtime work will be permitted only when authorized by a foreman or supervisor.

Section 3. There shall be no pyramiding of overtime or overtime benefits.

ARTICLE 29 **CALL TIME**

Section 1. An employee reporting for call-in or weekend funeral/cremation assignments shall be guaranteed two (2) hours pay at the applicable overtime rate of pay and shall be assigned by classification needed. Employees who are called in on an emergency basis shall not be required to do additional non-emergency work but must check with the supervisor before leaving to make sure there is no other emergency work (applied to Street Department).

Section 2. The call time provisions of this article shall not be applicable to hours worked immediately before or after the employee's regularly scheduled work day.

ARTICLE 30 **ON - CALL**

Section 1. To insure that employees will be available for unscheduled work assignments, the Employer reserves the right to establish an on-call duty assignment in each department.

Section 2. When an on-call assignment is implemented in a department, the Employer shall establish a list for the purpose of placing employees on an on-call status. Employees who wish to be on call shall sign the list and will be on call on a rotating basis.

Section 3. An employee who has been on call for one week shall not be placed on call again until one week has elapsed since the completion of the on-call duty. An employee may volunteer to work on-call on a back-to-back basis when taking the scheduled on-call of another employee with the approval of the Director.

Section 4. In the event that an insufficient number of qualified employees volunteer for on-call duty, the Employer shall assign employees to an on-call duty, starting with the least senior qualified employee.

Section 5. Employees who are on-call, shall receive ~~eight (8)~~ ten (10) hours pay at the employee's regular rate of pay for each one week period of on-call duty. Employees who are on-call who are not available for work when called, shall forfeit all on-call pay for that one week period and subject to possible disciplinary action as stated in Article 12.

ARTICLE 31 **WORKER'S COMPENSATION**

Section 1. The Employer shall provide Worker's Compensation protection for all employees.

ARTICLE 32
LONGEVITY PAY

Section 1. The longevity pay shall be paid to the employees as follows: Five (5) annual increments of \$120 commencing on December 15 of each calendar year for any employee who completes or will have completed one (1) year of service on or before December 31st in said calendar year and an additional \$120 on December 15th of each of the next four (4) years. In addition to the forgoing, there shall thereafter be paid five (5) annual increments of \$100 commencing on December 15th of each calendar year for any employee who completes or will have completed six (6) years of service with the City on or before December 31st of each calendar year and an additional \$100 on December 15th of each of the next four (4) years. The maximum longevity pay payable to employees having completed ten (10) years of service or more with the City of Hillsdale shall be \$1,100. The amount of longevity pay payable to employees who leave City employment as a result of layoff, retirement, or permanent disability shall be a pro-rata amount based on the calendar year; provided, that the employee shall have passed his anniversary date of hire prior to leaving City employment in order to be eligible for such pro-rata payment. Employees hired on or after July 1, 2016 shall not be eligible for longevity pay.

Section 2. The amount of longevity pay payable under this subsection, except in cases where the longevity pay payment is a pro-rata amount shall be as follows:

After one (1) year of service	\$ 120.00
After two (2) years of service	240.00
After three (3) years of service	360.00
After four (4) years of service	480.00
After five (5) years of service	600.00
After six (6) years of service	700.00
After seven (7) years of service	800.00
After eight (8) years of service	900.00
After nine (9) years of service	1000.00
After ten (10) years of service	1100.00

ARTICLE 33
MEDICAL INSURANCE

Section 1. Hospitalization/Prescription Benefit. ~~The Employer will provide current employees with the Priority Health POS HAS Option 1 Plan medical coverage. The details of the Plan are set forth on Appendix A, but the Plan has a \$1,300/\$2,600 deductible and a 20% co-pay in network and a \$2600/\$5200 deductible and a 40% co-pay out of network, and the \$10/\$40/\$80/\$40/\$80 drug card, with a renewal date of January 1st. A twenty (20%) percent co-pay of the applicable premium will be withheld on a per-pay-period basis from each employee and applied toward the cost of said insurance.~~ The Employer will provide current full-time employees health insurance with The Western Michigan Health Insurance Pool. (Pool). The employer will cover 80% of the premium and the employee will cover 20% of the premium. Each year the City will work with the Pool to provide employees with the most competitive coverage available. Employees will be provided information during the medical opener each year.

Dual Health Insurance Coverage. The Employer will pay an amount not to exceed \$1,000 per calendar year, in monthly installments of \$83.33 to any employee who can qualify, as determined by the insurance carrier and in accordance with any applicable laws, rules, regulations, policy provisions and other requirements, and who opts to discontinue coverage under the Employer's group insurance coverage by reason of having coverage under a policy of health insurance provided to and covering said employee's spouse by said spouse's employer.

Section 2. Employer will continue to pay the Employer's portion of the cost of health insurance pursuant to Section 1 for those employees who, due to illness or injury, are unable to work. Such payment will be made for a period of thirteen (13) weeks following the date of the illness or injury to the end of short-term disability. Payments for health insurance will be discontinued for those employees who fail to comply with the provisions of Article 40, Section 7.

Section 3. Dental Insurance. ~~The City shall provide the Dental Insurance program with Blue Cross Blue Shield program CR-50-50-50 MBL 800 for all employees. A twenty percent (20%) co-pay of the applicable premium will be withheld on a per pay period basis from each employee and applied toward the cost of said insurance.~~ The Employer will provide current full-time employees dental insurance with Delta Dental. The employer will cover 80% of the premium and the employee will cover 20% of the premium. Each year the City will work with the Delta Dental to provide employees with the most competitive coverage available. Employees will be provided information during the medical opener each year.

Section 4. IRS Section 125. The Employer will make available the IRS Section 125 Cafeteria plan.

Section 5. Health Care Savings Program. The Employer will make available the Municipal Employees Retirement System (MERS) Health Care Savings Program to all bargaining unit members.

Section 6. Vision Insurance. ~~The City shall provide the Vision A-80 Program for all employees and eligible family members; provided, however, a twenty (20%) percent co-pay of the applicable premium for family continuation coverage will be withheld on a per pay period basis from each employee and applied toward the cost of said insurance coverage. A copy of the vision plan is attached as Appendix A.~~ The Employer will provide current full-time employees vision insurance with Delta Dental. The employer will cover 80% of the premium and the employee will cover 20% of the premium. Each year the City will work with the Delta Dental to provide employees with the most competitive coverage available. Employees will be provided information during the medical opener each year.

ARTICLE 34
LIFE INSURANCE

Section 1. The Employer agrees to pay the entire premium cost for \$40,000 face value life insurance with double indemnity for accidental death and dismemberment on all employees who have completed their orientation period.

ARTICLE 35
RETIREMENT

Section 1. Retirement Plan for Employees hired before July 1, 2017. Employees hired before July 1, 2017 participate in the City's Michigan Municipal Employees' Retirement System (MMERS) B-3, FAC-3 Plan with a five (5%) per cent employee contribution. The specific benefit levels of the plan, as presently in effect, are described in the employee benefit booklets, which may be obtained at the Personnel Department. A member or a vested former member may retire upon satisfaction of all of the following requirements:

- (a) A written application for retirement, on a form established by the retirement system, has been filed with the retirement system. The Retirement Board may establish required time periods, preceding or surrounding the date of retirement, for the filing of an application for retirement.
- (b) The member or vested former member has attained age sixty (60) years or older and has ten (10) or more years of credited service.
- (c) The member terminates membership before the date of retirement.

Section 2. Retirement Plan for Employees hired on or after July 1, 2017. The MMERS defined benefit plan was closed to new participants on June 30, 2017, and employees hired on or after July 1, 2017 will participate in Plan DC with the following provisions:

- (a) Mandatory Employer Contributions. The City will contribute an amount equal to 7.00% of the employee's compensation. Employees will be vested in the City's contribution in accordance with the following:

20% after one year of service
40% after two years of service
60% after three years of service
80% after four years of service
100% after five years of service

- (b) Mandatory Employee Contributions. Employees will contribute an amount equal to 5.00% of their compensation. Employees are immediately vested in their contributions.
- (c) Loans. Employees will not be able to apply for loans from the defined contribution plan.

ARTICLE 36
HOLIDAYS

Section 1. The following shall be the Holidays as established in this Agreement:

New Year's	New Year's Eve
Christmas	Christmas Eve
Good Friday	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Day after Thanksgiving Day
Veterans Day	Martin Luther King Day
<u>Juneteenth</u>	

Section 2. All probationary and regular employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on an eight (8) hour day for said holidays. In order to qualify for the holiday pay for the holiday so designated, an employee will be required to work the day prior to, and the day after the holiday or be on approved leave other than for sickness. Failure to be on duty on either the day preceding or the day following the holiday will disqualify an employee for holiday pay unless such employee was not on duty by reason of his being on approved leave other than for sickness.

Section 3. Employees working on a legally established holiday as established in Section 1 will be paid for hours worked at 150% of his regular rate in addition to the paid holiday.

Section 4. Holidays recognized in Section 1 that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period eight (8) hours for each such holiday or the employee can make arrangements for a personal leave day at a later date.

ARTICLE 37
VACATIONS

Section 1. All regular full-time employees hired on or before September 30, 2021 shall be entitled to vacation time with pay under the following schedule:

- (a) Employees will be granted forty (40) hours of vacation upon hire;
- (b) Employees who have completed one (1) year of service shall be granted eighty (80) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment;
- (c) Employees who have completed five (5) years of service shall be granted one hundred twenty (120) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment;
- (d) Employees who have completed ten (10) years of service shall be granted one hundred sixty (160) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment;

- (e) Employees who have completed fifteen (15) years of service shall be granted two hundred (200) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment.

Section 2. Employees who lose time due to on-the-job disability up to a maximum of one (1) year shall receive their vacation as though the time was worked.

Section 3. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 4. In the event available vacation time is not used by the end of the benefit year (anniversary date), employee shall carry forward to the next benefit year an amount not to exceed fifty (50%) per cent of his/her annual vacation award. If an employee requests to use vacation time no more than sixty (60) days prior to the end of the benefit year, but that request is denied in the discretion of management, the employee may carry over unused vacation time in excess of 50% to be used within the first sixty (60) days of the next benefit year. If the employee is unable to use vacation time carried over in excess of 50% in the first sixty (60) days of the benefit year, it shall be forfeited.

Section 5. Employees shall be permitted to use up to forty (40) hours of earned vacation in increments of a minimum of ~~one (1) hour~~ half hour (1/2) each provided the Director or foreman has been notified of such intention at the beginning of the day prior to such vacation day and the use thereof shall not result in overtime pay to any other bargaining unit employee or otherwise disrupt normal work.

Section 6. In case of retirement, resignation, discharge or death of an employee, the employee's estate will be paid for all vacation time which has accumulated to his/her credit.

Section 7. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1, each employee shall indicate on a yearly calendar his vacation request no later than March 15. Employees have the right, however, to revise their preference as late as March 15 of each vacation year. After March 15, all employees who have failed to select their vacation time will take whatever time is available.

Section 8. Employees absent on approved sick leave, which leave totals more than two hundred forty (240) work hours for the same illness or injury within one year, will earn vacation time on a prorated basis only during the first thirty (30) days of such approved leave and no further vacation time shall be earned during any absence which is thereafter caused by or related to the same illness or injury.

ARTICLE 38 **PERSONAL TIME**

Section 1. The City agrees to provide not to exceed twenty-four hours personal time per year. Each employee shall be entitled to twenty-four (24) hours personal time per year to be used at his

or her discretion with the approval of the Department Head. This time is earned from calendar year to calendar year and is not bankable. If the time is not taken, employee will be paid at his or her regular rate of pay for the remaining unused hours after the end of the calendar year.

ARTICLE 39 **PAID TIME OFF**

Full-time employees hired on or after October 1, 2021 shall, in lieu of vacation, sick and personal time receive Paid Time Off (PTO time). New employees will accrue PTO shall accumulate on a bi-weekly payroll basis on the following schedule:

- Upon hire to five years of service ~ 160 Hours
- Five years to fifteen years of service ~ 200 Hours
- Fifteen or more years of service ~ 240 Hours

In the event that available PTO is not used by the employee's anniversary date, the employee may carry over 50% of PTO balance not to exceed 240 hours. These PTO hours may be used for coordination with both Short/Long Term Disability. Any unused accrued PTO will be paid out upon separation of employment with the City.

The City will provide Short-term Disability (STD) at 70% of employee's base wage to employees that hired after July 1, 2021. STD will start after the employee is off for 7 consecutive days.

If the City agrees to increase PTO accumulation for any other organized group in the City, Teamsters 214 will receive the increase as well.

ARTICLE 40 **SICK LEAVE**

Section 1. Full-time employees hired on or before September 30, 2021 shall receive sick leave as set forth herein. There shall be no sick leave days granted during an employee's probationary employment. Upon becoming certified as a full time employee by the Department Director, sick leave shall be earned at the rate of sixty-four (64) hours per twelve (12) month period and shall be earned pro-rata on a monthly basis. Notwithstanding any provision contained in this contract, no employee shall earn any additional sick leave when absence from work and utilizing any accrued sick days, nor shall such employee earn or accrue any additional vacation time or other benefits (excepting seniority) under this contract if absent from work for more than twelve (12) calendar months, nor shall seniority be earned for any absence from work beyond one (1) calendar year in length.

Section 2. Sick leave may be accumulated to two hundred forty (240) hours. Employer will pay employee no portion of accumulated sick leave on retirement or leaving employment for reasons other than illness where the employee has less than five (5) years' service at the time of such retirement or leaving employment. Employer will pay employee twenty-five (25%) percent of accumulated sick leave on retirement or leaving employment for physical reasons other than

sickness where the employee has between five (5) and ten (10) years' service inclusive at the date of such retirement or leaving employment for physical reasons other than sickness and is otherwise in good standing. Employer will pay employee seventy-five (75%) percent of accumulated sick leave on retirement or leaving employment for physical reasons other than sickness where the employee has more than ten (10) years of service at the date of such retirement or leaving employment for physical reasons other than sickness and the employee is otherwise in good standing.

Section 3. Each employee may maintain an annual bank of up to two hundred forty (240) hours of sick leave. If an employee has a two hundred forty (240) hour bank, the Employer will pay each employee one hundred (100%) percent of eight (8) hours pay at the employee's regular rate of pay for each eight (8) hours of sick leave earned in excess of the accumulation of two hundred forty (240) hours. The maximum amount the Employer will pay is based on the maximum amount of time the employee can accrue in one year over the two hundred forty (240) hour bank. Payments pursuant to this Section will be made within thirty (30) days following the end of the calendar year and the payments shall be on hours earned as of the end of the calendar year.

Section 4. In case of illness, the employee shall inform his department director of his inability to be present because of such illness. A doctor's certificate may be required after an absence of two (2) days. The Employer may require an employee to furnish a doctor's certificate for such doctor as the Employer may designate at the sole expense of the Employer at any time proof of illness is desired. In case of illness of a member of the employee's immediate family, upon recommendation of the department director of the proof of such illness has been established, the employee may be absent two (2) days with pay, same to be deducted from employee's sick leave.

Section 5. Sick leave may be used for doctor and or dental appointments which cannot be scheduled during non-working hours.

Section 6. Accumulated sick leave may at an employee's request be used to supplement worker's compensation up to 100% of the employee's regular weekly paycheck to the nearest hour.

Section 7. Employees Without Paid Sick Leave. If an employee of the City is on sick leave and exhausts their own leave bank, other employees of the City (in an effort to extend said leave), may on a voluntary basis, donate up to two weeks of their own paid sick leave or vacation leave time to the employee on leave. If the employee returns from leave prior to the exhaustion of donated leave time, all donated time that remains will be equally distributed to the leave banks of those employees who chose to donate said leave time.

ARTICLE 41 **DISABILITY**

Section 1. The City shall maintain short term and long term disability benefits for the employees covered by this Agreement. The short term disability program shall provide income equal to seventy (70%) percent of an eligible employee's regular rate of pay. Short term disability benefits shall be payable to an employee who, if otherwise eligible, is unable to work due to verified illness or injury which is not compensable under workers' compensation. For employees hired on or

before September 30, 2021, payments made under the provisions of the short term disability program shall not commence until after the employee has missed at least thirty (30) consecutive work days due to a disability resulting from a non-work related injury or illness. For employees hired on after October 1, 2021, payments made under the provisions of the short term disability program shall not commence until after the employee has missed at least seven (7) days due to a disability resulting from a non-work related injury or illness. Short term disability benefits shall continue for a maximum of ninety (90) consecutive calendar days, or until the employee returns or is able to return to work, whichever comes first.

Section 2. Disability or disabled, for purposes of initial and continued eligibility for short term disability benefits, means that:

- (a) the employee must be suffering from a non-work related illness or injury for which he/she is not covered by workers' compensation;
- (b) the illness or injury and the resultant disability must be continuous in nature and, as a pre-qualification to the receipt of such benefits, must disable the employee from work for at least thirty (30) consecutive work days or seven (7) consecutive work days, depending upon date of hire;
- (c) during the pre-qualification period and at all times thereafter during which short term disability benefits are payable, the employee is required to be under the regular care and attendance of a licensed physician for the treatment of such illness or injury and the resultant disability;
- (d) during the pre-qualification period and at all times thereafter during which short term disability benefits are payable, the employee is continuously prevented by the disability resulting from such illness or injury from performing one or more of the material duties of his or her regular employment with the City;
- (e) during the pre-qualification period and at all times thereafter during which short term disability benefits are payable, the employee does not perform any other gainful employment;
- (f) the disability from work with the City due to said illness or injury and its duration are verified to the City's satisfaction by the licensed physician who is treating it and providing regular primary care and attendance to said employee; provided, that the City may, at its sole expense, obtain independent medical examination or examinations of the employee which it deems necessary to confirm the existence and/or continuation of said illness or injury and any disability it is claimed to create.

Section 3. The long term disability benefit shall provide income equal to sixty percent (60%) of the employee's regular rate of pay; provided, however, that the employer shall supplement the long-term benefit by self-funding an additional ten (10%) per cent of the employee's regular rate of pay during only the first ninety (90) days when employee is eligible for long-term disability. The payments under the provision of the long term disability program shall commence after employee has exhausted the benefits to which he/she is entitled under the provisions of the short term disability program and shall continue until the employee returns to work, retires or reaches seventy (70) years of age, whichever comes first.

Section 4. The employee's eligibility for benefits under the long term disability program shall be subject to the specific conditions, restrictions and qualifications imposed in the administration of said program by any disability insurance company with which the City places such long term disability coverage.

Section 5. The City shall maintain an employee's medical insurance benefits and his or her employment with the City while such employee is eligible for and receiving short term disability benefits, but in no case beyond the period provided for in this Article 41. During an employee's disability leave, there shall be no accrual of seniority, vacation, personal leave or other benefits of any kind.

Section 6. Each employee who receives disability benefits pursuant to Section 5 shall, as soon as is practicable, make application for any social security disability benefits which he or she might be eligible to receive.

ARTICLE 42 **FUNERAL LEAVE**

Section 1. Employee will be paid for not to exceed twenty-four (24) hours three (3) absence in the case of a death in his immediate family. Immediate family means grandfather, grandmother, father, mother, sister, brother, child, stepchildren, grandchild, wife or husband, mother-in-law, father-in-law, stepfather, stepmother, domestic partner and any other relative of the employee permanently residing in the employee's household at the date of death. Proof of residency may be required by the Employer. This is in addition to vacation and sick leave time. In the event the bereavement is outside of a circle having as its center the intersection of Carleton Road and Hillsdale Street in the City of Hillsdale and a radius of 325 miles, the employee will be paid for not to exceed forty (40) hours absence, proof of attendance may be required by Employer.

Section 2. The employee will be paid for eight (8) hours absence in the case of death of an aunt, uncle, great-grandparents, ~~current spouse~~ domestic partner of employee's brother or sister or brother or sister of employee's current spouse.

ARTICLE 43 **LEAVE**

Section 1. Family and Medical Leave. Employees who have been employed for at least twelve (12) months and have been employed for at least 1,250 hours of service during the immediately preceding twelve-month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (a) The birth of a son or daughter, and to care for the newborn child;
- (b) The placement with the employee of a son or daughter for adoption or foster care;
- (c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of twelve (12) workweeks of leave during a “rolling” 12-month period measured backward from the date an employee uses any leave. For purposes of leaves under subparagraphs (c) and (d) above, a “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves (a) **inpatient care** (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) **continuing treatment** by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

Employees shall make requests for family and medical leave to their supervisors at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider’s statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information shall be promptly reported to City. Employees returning from medical leave must submit a health care provider’s verification of their fitness to return to work.

Employees requesting family leave related to the serious health condition of a child, spouse or parent may be required to submit a health care provider’s statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

Any combination of family leave and medical leave may not exceed a maximum of twelve (12) work weeks within any 12 month period. Employees shall first use any accrued paid leave time before taking unpaid family or medical leave. Married employee couples may be restricted to a combined total of twelve (12) weeks leave within any 12 month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

Subject to the terms, conditions, and limitations of the applicable plans, Employer will continue to provide health insurance benefits for the full period of the approved family and medical leave.

Unless otherwise specified herein, benefit accruals such as vacation, sick leave or holiday benefits shall be suspended during the leave and will resume upon return to active employment.

An employee on family or medical leave is required to provide City with at least two (2) weeks advance notice of the date the employee intends to return to work so that employee’s return can be properly scheduled. When a family or medical leave ends, Employee will be reinstated to the same position, if it is available, or to an equivalent position for which the Employee is qualified.

If an Employee fails to return to work on the agreed upon return date, Employer will assume that employee has resigned.

In the event of conflict between the language contained in this section and applicable law, the language of the law shall control.

Section 2. Military Leave. A military leave of absence will be granted to Employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, Employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the Employee is otherwise eligible.

Sick leave, personal leave and holiday benefits will be suspended during the leave and will resume upon the Employee's return to active employment. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

In the event of conflict between the language contained in this section and applicable law, the language of the law shall control.

ARTICLE 44

SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provisions of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 45
EMERGENCY MANAGEMENT

Section 1. Rejection, Modification or Termination of Agreement after Appointment of Financial Manager. The terms of this Agreement are subject to rejection, modification, or termination pursuant to the provisions of the Local Financial Stability and Choice Act, PA 436 of 2012. A financial manager appointed pursuant to that Act may reject, modify, or terminate one or more terms of this Agreement.

ARTICLE 46
TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from ~~October 4, 2021~~ July 1, 2024 to and including June 30, ~~2024~~ 2027 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel, terminate or amend the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment to this Agreement, the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement. In the event that neither party shall serve a notice upon the other as above provided, this Agreement shall automatically renew itself for successive annual periods following the anniversary of the above specified expiration date.

Section 2. ~~2022~~ 2025 Medical Insurance Reopener. The provisions of Article 46, Section 1 notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, ~~2022~~ 2025, upon written notice to the other party served not later than October 1, ~~2021~~ 2024, provided that the insurance rates for ~~2022~~ 2025 are projected to increase by more than 10% over the cost for ~~2021~~ 2024. If this Agreement is reopened pursuant to this paragraph, the reopener negotiations shall be limited to medical insurance provisions (including the coverage to be provided and that amount that employees are to pay for this coverage).

Section 3. ~~2023~~ 2026 Medical Insurance Reopener. The provisions of Article 46, Section 1 notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, ~~2023~~ 2026, upon written notice to the other party served not later than October 1, ~~2022~~ 2025, provided that the insurance rates for ~~2023~~ 2026 are projected to increase by more than 10% over the cost for ~~2022~~ 2025. If this Agreement is reopened pursuant to this paragraph, the reopener negotiations shall be limited to medical insurance provisions (including the coverage to be provided and that amount that employees are to pay for this coverage).

Section 4. ~~2024~~ 2027 Medical Insurance Reopener. The provisions of Article 46, Section 1 notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, ~~2024~~ 2027 upon written notice to the other party served not later than October 1, ~~2023~~ 2026, provided that the insurance rates for ~~2024~~ 2027 are projected to increase by more than 10% over the cost for ~~2023~~ 2026. If this Agreement is reopened pursuant to this paragraph, the reopener negotiations shall be limited to medical insurance provisions (including the coverage to be provided and that amount that employees are to pay for this coverage).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF HILLSDALE

LOCAL UNION NO. 214
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA

Adam Stockford, Mayor

~~Joel Gutzki~~ Marty Bingaman
Business Representative

Katy Price, City Clerk

Frank Engle, Steward

Sandy Ladd, Steward

APPENDIX A: HEALTH INSURANCE

The hospitalization Insurance Plan is ~~Priority Health POS~~ [Blue Cross Blue Shield, The Pool PPO](#) – Option 1. A summary of this coverage is set forth in the attached Benefits Summary.

LETTER OF UNDERSTANDING REGARDING MISCELLANEOUS MATTERS

1. **Emergency Manager.** This collective bargaining agreement contains language that is required under Section 15(7) of the Public Employment Relations Act. Inclusion of the language does not constitute a waiver of the Union’s right to raise Constitutional and/or other legal challenges to the validity of:

- (a) Appointment of an Emergency Financial Manager.
- (b) PA 436 of 2012 (Local Financial Stability and Choice Act).
- (c) Any action of an Emergency Financial Manager which acts to reject, modify or terminate the collective bargaining agreement.

2. **Longevity.** The provisions of Article 32, Section 1 notwithstanding, the longevity payments for employees hired prior to July 1, 2016 are frozen at the amounts they received on 1-1-2017.

3. If the State Minimum Wage is increased, the parties agree to reopen for wages only to discuss remaining competitive for wages.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

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Sandy Ladd, Steward

CITY OF HILLSDALE

STREETS AND MAINTENANCE UNITS

The Agreement, made and entered into this 1st day of July, ~~2016~~ 2024 by and between the City of Hillsdale, Michigan, hereinafter referred to as the Employer, and the Streets and Maintenance units, Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helper of America; hereinafter referred to as the Union, is as follows:

Whereas, the parties to this Supplemental Agreement are parties to a master agreement and are desirous of further describing and defining the wages, hours and conditions of employment of employees of the aforementioned bargaining unit.

WITNESSETH:

Section 1. Apprentice Program. There is hereby established an apprentice program for bargaining unit employees in the street and maintenance unit for the purpose of attempting to obtain properly trained and qualified mechanics, said program to work as follows:

1. Any present or future employee of the street maintenance unit in the ~~general labor~~ operator classification who applies for admission to the maintenance mechanic apprenticeship program and is deemed acceptable by the Employer in its sole discretion for admission thereto shall be assigned for training in the order of acceptance within the apprenticeship program when an opening occurs for the following training, the sequence of which shall be determined solely by the Employer.

- (a) The employee shall work in operation as a mechanic's helper on a shift assigned by management under the supervision of a qualified maintenance mechanic for a period of not less than thirty (30) working days.
- (b) An employee admitted to the apprenticeship program shall be paid at the "start" pay rate for the "~~General Service~~" "Operator" classification and shall be increased as shown in Section 8 Wages.
- (c) The apprenticeship program shall be at least one (1) year in length. Upon completion of said program in a manner acceptable and satisfactory to the Employer, the employee in question shall be certified eligible for a maintenance mechanic classification. The determination that the apprentice has completed the program in an acceptable and satisfactory manner shall include the presentation of two state certifications to the Employer.
- (d) Upon being certified eligible for a maintenance mechanic classification, an employee shall be assigned to work within said classification as soon as a job opening occurs therein; provided, that assignments to said job openings shall be made in the order of their certification for eligibility for a maintenance mechanic classification.
- (e) When an employee who has successfully completed the apprenticeship program is assigned to maintenance mechanic classification job, he shall be paid at the "start"

pay rate shown in Section 8 Wages for said classification and shall be increased as shown therein.

- (f) At any time during the apprenticeship period it is determined by the Employer that an employee apprentice is not making acceptable or satisfactory progress in the apprentice program or if the Employer determines that the employee has not completed apprenticeship program in a manner acceptable and satisfactory to the Employer, such employee shall be thereupon returned to the general service classification at the rate of pay that would have been attained in said classification had the employee not participated in the apprentice program.
- (g) If an assignment to the maintenance mechanic classification cannot be made from an employee of the bargaining unit certified eligible for such classification as provided herein, Employer shall fill such assignment at its own discretion without reference hereto.

2. The Employer shall pay all tuition costs for any training program required by Employer whether in connection with the apprenticeship program for bargaining unit employees to obtain state certification. In addition, Employer agrees to pay for mileage and meal expenses for any employee required to attend examinations away from the City in connection with the courses of study pursued by them under this paragraph.

Section 2. Hours of Work. The work week for Public Service Department employees is established as eight (8) hours a day, five (5) days a week from Monday through Friday. The regular workday shall be scheduled by the Department Director between the hours of 7:00 a.m. and 3:30 p.m. excepting for summer hours as hereinafter provided. There shall be a lunch period from 12:00 noon to 12:30 p.m. each workday on the jobsite. Notwithstanding any other provision contained in this contract, the summer hours of work for the Department of Public Services employee will consist of four (4) consecutive days of ten (10) hours each day at straight time, with overtime to be paid after ten (10) hours in any one day, or forty (40) hours in any one week. There shall be two (2) working crews with one crew assigned Monday through and including Thursday and the other crew assigned Tuesday through and including Friday. All benefits i.e. holiday, vacation, sick and personal time will be calculated on ten (10) hours per day. The Employer shall determine the beginning and ending date of summer hours, and reserves the right to schedule work hours between 6:00 am. and 6:00 p.m. Summer hours shall not start prior to first Monday of each May. Summer hours, unless terminated earlier by action by the employer as hereinafter provided, shall terminate at 6:00 p.m. on the third Friday of each September during this contract.

The employer reserves the right to reassign any employee back to the contractually specified eight (8) hour work day at any time prior to the termination date for summer hours established herein.

Section 3. Overtime. Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours worked in excess of eight (8) hours in any one (1) day or over forty (40) hours in any week, before or after regular starting time.

Time and one-half (1 1/2) will be paid for all hours worked on Saturday and double time (2) will be paid for all hours worked on Sunday.

Section 4. Breaks. An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute coffee break. In the event that such overtime is extended past the twelfth (12th) hour, the employees will be granted a paid meal period of thirty (30) minutes at the end of the twelfth (12th) hour.

Employees of the Department of Public Services shall be granted a twenty (20) minute break each morning on the job site after completing two (2) hours of work. A member of the crew shall be allowed to pick up coffee or non-alcoholic beverages.

Section 5. Wash-up, Washroom and Lockers. There shall be a ~~ten (10)~~ fifteen (15) minute wash-up period at the end of each shift and disinfectant soap will be provided where required by law, rule or regulation. The Employer will maintain the washroom and lockers and locker areas presently at the Public Services building for the changing and storing of clothing.

Section 6. Uniforms. ~~The Employer's policy on uniforms and footwear shall be as follows: Each employee shall have provided to him or her: Seven (7) uniforms with three (3) changes per week for each employee except when additional uniforms become imperative due to unusual conditions encountered in the work performed by the employee.~~ The employer's contribution for the purpose of uniforms of the bargaining unit, during July 1st, 2024 – June 30, 2025 shall be \$500 per employee. Employer contributions through July 1, 2025 – June 30, 2027 shall be \$300 per employee, per contract year. Request for additional uniforms shall be reviewed and/or granted by the Department of Public Services.

Notwithstanding anything hereinbefore to the contrary, Employer's contribution for the purpose of safety footwear and equipment for the employees of the bargaining unit shall be ~~\$250~~ \$150 per year per employee during the term of this agreement to be used to purchase footwear and equipment from a list approved by the City; provided, however, when work shoes of an employee in the bargaining unit are destroyed as a result of an accident while working within the scope of his employment with the City of Hillsdale and said destruction is the direct result of an on-duty accident, the City will replace said shoes at no cost to Employee; provided further that proof of purchase of such footwear may be required by the Employer as prerequisite to the contribution otherwise required by the provisions of this section.

Employer agrees to provide employees rubber overshoes on an unassigned basis for the use by employees when engaged in seal coating operations.

Section 7. Mechanics Tools. Mechanics shall lock away and otherwise secure all their personal tools before leaving their work station for any purpose. In the event a mechanic breaks a tool while performing his or her assigned job or has a tool stolen from his or her locked toolbox, the City, upon being supplied with proof of such loss satisfactory to the Director, shall replace such broken or stolen tool, but not otherwise.

Section 8. Wages. The following wages shall be in effect:

(a) Wages

October 4, 2021 to June 30, 2022 - July 1st, 2024 – June 30th, 2025					
<u>\$500 Signing Bonus</u>	Start	1 Yr.	2 Yrs.	3 Yrs.	
General Labor	16.00 <u>17.73</u>				
Operator I	18.91 <u>20.96</u>	19.39 <u>21.49</u>	20.67 <u>22.92</u>	20.92 <u>23.18</u>	
Mechanic	21.23 <u>23.53</u>				

	Start	5 Yr.	10 Yr.
DRIVERS	17.37 <u>19.24</u>	17.69 <u>19.60</u>	18.02 <u>19.97</u>

July 1, 2022 to June 30, 2023 - July 1st, 2025 – June 30th, 2026					
<u>\$500 Retention Bonus</u>	Start	1 Yr.	2 Yrs.	3 Yrs.	
General Labor	16.40 <u>18.44</u>				
Operator I	19.38 <u>21.80</u>	19.87 <u>22.35</u>	21.19 <u>23.84</u>	21.44 <u>24.11</u>	
Mechanic	21.76 <u>24.47</u>				

	Start	5 Yr.	10 Yr.
DRIVERS	17.80 <u>20.01</u>	18.13 <u>20.38</u>	18.47 <u>20.77</u>

July 1, 2023 to June 30, 2024 - July 1st, 2026 – June 30th, 2027					
<u>\$500 Retention Bonus</u>	Start	1 Yr.	2 Yrs.	3 Yrs.	
General Labor	16.89 <u>18.99</u>				
Operator I	19.96 <u>22.45</u>	20.47 <u>23.02</u>	21.83 <u>24.56</u>	22.08 <u>24.83</u>	
Mechanic	22.41 <u>25.20</u>				

	Start	5 Yr.	10 Yr.
DRIVERS	18.33 <u>20.61</u>	18.67 <u>20.99</u>	19.02 <u>21.39</u>

DPS employees will start at General Laborer pay unless they have a valid CDL license.

- (b) When required to travel for work or for training during regular non-working hours, the City will pay employees for travel at their regular hourly rate of pay, plus mileage pursuant to Section 25 of this Agreement.

The crew leader will receive an additional \$1.00 per hour.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF HILLSDALE

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Business Representative

Katy Price, City Clerk

Frank Engle, Steward

Sandy Ladd, Steward

CITY OF HILLSDALE DIAL-A-RIDE

SUPPLEMENTAL AGREEMENT

This Agreement, made and entered into this 4th day of October by and between the City of Hillsdale, Michigan, hereinafter referred to as the Employer, and the Dial-a-Ride bargaining unit, Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helpers of America, hereinafter referred to as the Union is as follows:

Whereas, the parties to this Supplemental Agreement are parties to a master agreement and are desirous of further describing and defining the wages, hours and conditions of employment of employees of the aforementioned bargaining unit.

WITNESSETH:

Section 1.

- A. Hours of Work. The work week for Dial-a-Ride employees is established as eight (8) hours a day, five (5) days a week from Monday through Saturday; provided that so long as possible part-time employees shall be scheduled to work Saturdays. The regular workday shall be scheduled within the period commencing at 6:30 a.m. and ending at 5:30 p.m. including a minimum period of one (1) hour, without pay, for lunch. Employees may stop in route for lunch and/or refreshments. The Employer may change the regular work week and/or the regular workday upon giving a forty-eight (48) hour notice to the Union and employees.
- B. Attendance. Late arrivals constituting tardiness shall be computed in increments of one-tenth (1/10) hour. At no time shall an employee punch another employee's time card. Discipline for a violation of either of the above shall be in accordance with Article 12 of the Agreement between the City of Hillsdale and Teamsters Local #214.

Section 2. Overtime. All overtime shall be authorized by a supervisor and will be paid at one and one-half (1/1/2) times the hourly rate in increments of one-tenth (1/10) hour for all hours worked in excess of eight (8) hours in any one day, or over forty (40) hours in any week. Double time will be paid for all hours worked on a Sunday so long as Sunday is not a regularly scheduled workday, in which case only the regular rate of pay shall be paid.

Section 3. Breaks. Employees shall be granted one twenty (20) minute break each day provided, however, that such break must occur after the employee has completed at least one (1) hour of work and may not be taken within one (1) hour prior to the end of the employee's work day. Provided further, that the break shall not be taken in conjunction with a lunch period nor shall it be waived in lieu of either starting late or leaving early. Notwithstanding the foregoing, employees scheduled to work four (4) hours or less may be granted one ten (10) minute break and if taken, must be taken within the parameters stated herein.

An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute break. In the event that such overtime is extended past the twelfth (12th) hour, the employees will be granted a paid meal period of thirty (30) minutes at the end of the twelfth (12th) hour.

Section 4. Vacations. Notwithstanding language contained in Article 37, vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1, each employee shall indicate on a yearly calendar his/her vacation request no later than January 15. After January 15, all employees who have failed to select their vacation time will take whatever time is available.

Section 5. Inclement Weather. Dial-a-Ride drivers who are scheduled to work on days affected by inclement weather shall be paid the equivalent of their regular shift if both the following facts exist:

- (a) City Hall is closed due to inclement weather;
- (b) The Public Safety Director, in his discretion, determines that as a result of such inclement weather, there is a safety issue for drivers.

Section 6. Shoes. Dial-a-Ride drivers will ~~not be required to wear any special type of shoes. That choice will be left to the individual driver, however,~~ be required to wear a shoe with a closed toe and heel, the color must be consistent with the uniforms provided.

Section 7. ~~The Employer shall provide uniforms and jackets for the bus drivers upon the mutual agreement of both parties as to the uniform.~~ The employer's contribution for the purpose of uniforms of the bargaining unit, during July 1st, 2024 – June 30, 2025 shall be \$300 per employee. Employer contributions through July 1, 2025 – June 30, 2027 shall be \$100 per employee, per contract year.

Section 8. Wages.

- (a) Wages

October 4, 2021 to June 30, 2022 <u>July 1st, 2024 – June 30th, 2025</u>			
<u>\$500 Signing Bonus</u>	Starting	5 yr	10 yr
Driver	17.37 <u>19.24</u>	17.69 <u>19.60</u>	18.02 <u>19.97</u>

July 1, 2022 to June 30, 2023 <u>July 1st, 2025 – June 30th, 2026</u>			
<u>\$500 Retention Bonus</u>	Starting	5 yr	10 yr
Driver	17.80 <u>20.01</u>	18.13 <u>20.38</u>	18.47 <u>20.77</u>

July 1, 2023 to June 30, 2024 <u>July 1st, 2026 – June 30th, 2027</u>			
<u>\$500 Retention Bonus</u>	Starting	5 yr	10 yr
Driver	18.33 <u>20.61</u>	18.67 <u>20.99</u>	19.02 <u>21.39</u>

- (b) When required to travel for work or for training during regular non-working hours, the City will pay employees for travel at their regular hourly rate of pay, plus mileage pursuant to Section 25 of this Agreement.
- (c) Dial-a-Ride employees who perform substitute work for a Dispatcher shall receive a premium of \$0.75 per hour for that work. The Dial-a-Ride employee performing substitute Dispatcher work will be compensated in one hour increments only.

Section 9. Mechanical Breakdowns. In the event of a mechanical breakdown of a driver’s assigned bus, said driver, in the absence of an available replacement bus to which such employee can be assigned, shall be assigned to other duties until such time as the bus or a replacement is available; provided however, that in the event no reassignment is made, the employee shall receive either compensation not exceeding four (4) hours regular pay or pay for the remainder of the day on which such breakdown occurs, whichever is less. In the event there is no replacement bus available on subsequent days, employees of the bargaining unit, by seniority, on a rotating basis, may elect time off by utilizing available leave time until such time as a replacement bus is available.

Section 10. Repairs. In the event bus repairs are required to be performed at an out-of-town facility, the driver assigned to the bus shall be assigned to take the bus to the repair facility. If the assigned driver is not available, the supervisor shall assign another driver to take the bus; provided, however, that the regularly assigned driver shall prepare a written list of problems with the bus for use by the repair facility.

Section 11. Water Cooler and Water. The Employer shall provide bottled water for the water cooler in the current Dial-a-Ride facilities for consumption by Dial-a-Ride employees.

Section 12. Dispatcher. Effective upon execution hereof, the Dispatcher classification is hereby removed and shall no longer be covered by this collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF HILLSDALE

Adam Stockford, Mayor

Kathy Price, City Clerk

LOCAL UNION NO. 214
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA

Amy Roddy Marty Bingham
Business Representative

Frank Engle, Steward

Sandy Ladd, Steward

City of Hillsdale Agenda Item Summary

Meeting Date: June 17, 2024

Agenda Item : New Business

SUBJECT: Homeless Task Force Report & Policy Recommendations

BACKGROUND PROVIDED BY STAFF (Adam Stockford, Mayor)

The Homeless Task Force meet on Wednesday, June 5, 2024 to review information and come up with policy recommendations for homelessness. Attached is the report and recommendations for Council to review.

RECOMMENDATION:

Council review policy recommendations.

Homelessness Task Force Report
May 7, 2024
Compiled by Secretary Josiah Lippincott

The homelessness crisis in Hillsdale is a choice.

Choices at the individual, city, county, state, and federal level brought us here. The good news is that because political choices exacerbated this crisis, political choices can significantly reduce it.

The only answer to the worsening homelessness crisis in our city is discipline. We need the political will to put the requisite solutions into practice.

Law and order are the necessary foundations of any attempt to reduce homelessness. Until the City of Hillsdale is able to consistently punish drug dealing, antisocial behavior, and petty criminality, there is little hope of any meaningful reduction in homelessness.

The population of homeless in Hillsdale can be divided into two groups: those who want to get help and those who reject assistance, whether due to significant mental health problems, substance abuse, or because they enjoy the freedom from social norms that living on the streets provides.

Without an aggressive use of the city's police power, this antisocial homeless faction will continue to degrade the quality of life in our community by dragging others into the same cycle of despair. To have public order, we cannot allow this element to engage in public misbehavior like trespassing on public and private property, loitering in public spaces, littering, public drunkenness, drug use, and sex trafficking. These crimes make life much worse for the impoverished and the middle class alike.

Any solution to homelessness must focus on making Hillsdale a good place to live for the upright and decent people who call this city home. Hillsdale citizens, both poor and rich alike, deserve to have clean parks, safe streets, and orderly public spaces.

As it stands, the crisis of drug addiction and homelessness is especially harsh on the poor. Prostitution is an endemic feature of the drug dens within Hillsdale's city limits. The victims of sex trafficking are often homeless, and the lack of law and order deeply harms the individuals victimized by these predatory criminals.

Moreover, the positive aid given to the homeless must *actually help them*. Aid that provides temporary relief without directing the recipient to become a productive and stable member of our community is a moral hazard that harms instead of helps. Instead of empowering struggling

individuals to better themselves, this kind of aid softens the blow of bad decision-making. It is all too easy for the safety net to become a hammock.

It is good that individuals in our community feel charitable toward the homeless. It is imperative that we ensure that such aid, however, is being used in a maximally effective way.

Recommendations

In light of this reality, the task force recommends a two-pronged approach to the problem of homelessness concentrating on public order and effective assistance:

Public Order:

- 1.) Dramatically expand jail space at the county and, if need be, the city level in order to effectively punish antisocial behavior, especially drug dealing and sex trafficking.
- 2.) Revive the Drug Task Force to aggressively prosecute the illegal drug trade and shut down "drug dens" within the city.

Effective Assistance:

- 1.) Allow the creation of a full-time, transitional shelter, PROVIDED that it is not in a residential area, that it serves the citizens of our own community, that it works to address the underlying causes of homelessness, that it has a community service work or employment requirement, and that it maintains strict rules against misbehavior.
- 2.) Hold taxpayer funded social service organizations that operate in the city accountable for the effectiveness of their policies. We need clear metrics for success and a more aggressive approach in collecting much needed information on homelessness within the city.

History of the Task Force

We, the members of the Hillsdale City Homelessness Task Force, came to these conclusions after more than a year of investigation into the nature and scope of the homelessness crisis within the city.

Mayor Adam Stockford created the Homelessness Task Force in January of 2023. The first meeting was in February at the Community Action Agency headquarters. The Task Force began with 16 members; by the spring of 2024 only five individuals remained: Stephanie Stockford (Chair), Josiah Lippincott (Secretary), Jacob Bruns, Elizabeth Schlueter, and Casey Sullivan.

Below is a timeline of the Task Force's meetings with public and private groups within Hillsdale City that deal directly with homelessness.

February 2023: Community Action Agency

March 2023: Penny Meyers of Share the Warmth

April 2023: Shannon Clevenger of Lifeways

August 2023: Pamela Cobb of the Salvation Army

September 2023: Missy DesJardins of Hillsdale Thrift Store and Sheriff Scott Hodshire

November 2023: Hillsdale County District Attorney Neal Brady

February 2023: Share the Warmth Shelter visit

There are other organizations involved with homelessness within the city beyond those listed here. Indeed, every non-profit and government entity that is involved in anti-poverty efforts, mental health, substance abuse, sexual violence, and crime generally will inevitably encounter homeless individuals.

In the course of our research, the Task Force has gained enough information to present a snapshot of homelessness within the city.

Understanding the Problem

First, what is homelessness? The federal government uses several technical legal definitions in order to determine who should receive federal aid.^[1] We, however, will use a simple, encompassing, common-sense definition. A homeless individual is an impoverished person who does not rent, own a home, or otherwise have a consistent and stable living arrangement. An individual who sleeps on the street is obviously homeless, but so is a person who stays night to night in a hotel room paid for by a local charity or lives in a shelter. These latter persons might have a roof over their heads, but their situation is still precarious. A hotel room is not a home.

By this definition, there are, by our estimate, around 80 homeless people within Hillsdale City. Roughly 30-40 of these individuals are receiving some kind of aid and will work with those who want to help them. Another 20 are drug addicts who cannot be in a shelter environment without causing serious problems. Another 20 individuals will refuse all assistance simply. We should note here, that there are a number of homeless families in Hillsdale and that this number is growing. There are probably around a half dozen or so families that have been in a state of homelessness in the last year within the city. We must qualify these assertions by noting that getting an adequate census of the homeless population is not easy due to the lack of any kind of centralized record keeping among the various organizations and government entities dealing with the homeless in the Hillsdale area.

What we do know is that the homelessness problem in Hillsdale has skyrocketed in the last decade. By the summer of 2023, the number of encampments within the city had grown so large and were in such bad condition that a major community effort was launched to try and clean up these sites. That effort produced good results but it, in and of itself, could not solve the fundamental issues facing the city.

Drug addiction, economic problems, and the collapse of the American family are the leading causes of homelessness. In Hillsdale County, many of the factories that once served as the backbone of economic prosperity in the region have been outsourced to other parts of America or to foreign countries. The loss of those jobs did serious damage to the blue-collar and working-class community.

Poverty alone cannot explain the homelessness problem, however. A deeper spiritual crisis accompanied the economic decline in places like Hillsdale. Many Americans feel a loss of identity and authority. The older legal, social, and moral frameworks that defined American life are either gone or lack authority.

A sense of alienation and uprootedness, combined with poverty and violence, easily leads to despair and personal chaos. For individuals already near the fringe of society, the addition of this chaos is backbreaking and leads to a cycle of poverty and bad decision-making that make even the hope for a better life difficult to imagine.

Drug use, in particular, is a leading symptom of our spiritual and social chaos. Neal Brady, the District Attorney, reports that methamphetamines are as common today as marijuana was two decades ago. Brady estimates that 70% of crimes in Hillsdale are drug related. Brady also reports that most of the crimes committed in Hillsdale are by residents of the county. There is a consensus among law enforcement and aid workers that the overwhelming majority of the homeless here in Hillsdale are from the local area. At the very least, we can state that homelessness in Hillsdale is an organic problem.

Sheriff Scott Hodshire estimates that 15-20% of the inmates in the jail are homeless. Hodshire has room for 67 inmates in the jail for the entire county but averages 10-12 inmates over this limit. Moreover, he estimates that there are 450 open warrants by the Sheriff's Department and another 450 by the State Police.

Some of the homeless that we have spoken with indicate that there are as many as 6 to 12 drug dens within the city limits. These "trap houses" are epicenters of drug addiction and sexual abuse. Addicts who cannot afford drugs often turn to prostitution, both male and female, in order to feed their habit.

A particularly horrific example is that of a young homeless woman in the city who was pimped out by her own family to a local drug den in return for drugs. This young woman has serious cognitive deficits as well as mental health issues. This individual and others like her are easily taken advantage of by predatory drug dealers and criminals.

What Has Been Done So Far

There is an entire complex of entities and well-meaning individuals that work with the homeless in some capacity in Hillsdale. These include, but are not limited to,

- Lifeways (a mental health education and behavior health care provider that predominantly receives federal funds from Medicaid)
- Salvation Army
- Drop-In Center (a Lifeways provider)
- Share the Warmth homeless shelter at Sozo Church
- Thrift Store homeless encampment
- Community Action Agency (predominantly federally funded)
- McKinney-Vento (a federally funded entity that works with homeless students)

Other organizations like King's Kupboard (a food bank based out of Trinity Lutheran Church) and Key Opportunities (an organization that provides vocational training for individuals with disabilities) also have some contact with the homeless. All of these organizations collectively spend millions of dollars on anti-poverty, mental health, and homelessness projects within the County.

The Share the Warmth shelter operates on less than \$50,000 a year and provides a place for as many as two dozen homeless to sleep at night during the winter. Share the Warmth does receive a subsidy by being able to use Sozo Church facilities at low to no cost. Share the Warmth has one paid employee: director Penny Meyers, who makes \$15,000 a year. It also has several dozen volunteers who watch the residents of the shelter at night in order to ensure there is no misbehavior. Share the Warmth operates off of local donations.

The Salvation Army (SA) in Hillsdale has an annual budget of \$1.2 million, with two full-time staff and two part-time staff. Salvation Army has a national structure, an effective fundraising operation, and receives corporate grants. SA does help pay utilities for some individuals during the winter and also provide direct food aid to the poor. They generally hand out about 150-175 boxes of food a month; during COVID that number went as high as 300. They also provide daily lunches. About half of the individuals who come in for those lunches do so every day. Kroger donates fresh produce three times a week. Pamela Cobb is the director.

The Community Action Agency, a federally funded entity engaged with, among other things, providing anti-poverty programs in Hillsdale County, has an annual Permanent Supportive Housing grant that pays \$100,000 for rent and utility support to 11 households in Hillsdale on an annual basis. This grant provides another \$80,000 in funding for security deposits to help impoverished individuals get into housing as well as funding for a full-time “Housing Advocate” who helps “offer intensive housing-focused case management to all in the program.” Another \$8,500 dollars is spent on administrative costs associated with the grant.

CAA also receives another grant, the Hillsdale Emergency Solutions grant, which it uses to pay the bulk of the \$41,000 per year salary of a “Housing Specialist” who does case management for the program. This grant provides \$9,100 for individuals facing immediate risk of eviction and rapid rehousing funds of \$15,200 for the literally homeless. It can fund 6 months of rent for four families. CAA also has a grant that provides housing assistance for 9 veterans in Hillsdale County.

The Hillsdale Thrift Store operates a homeless shelter that hosts roughly 10-20 individuals at a time. Missy DesJardins, the manager of the store and the encampment, reports that she has a work requirement for her facility and that she tests for drugs. She also reports that she works to have the homeless people in her charge acquire needed legal documents.

Activities Recovery Empowerment Inc. of Hillsdale and Jackson is a local peer-to-peer counseling and therapy non-profit whose goal is “helping people with mental health diagnoses attain their recovery goals.”^[2] According to their most recent publicly released Form 990 filing with the IRS, the organization has an annual budget of \$1.05 million. The organization’s CEO, Ann Monroe, made \$38,000 that year. The organization made \$880,000 in government contracts and another \$150,000 in non-profit grants. ARE Inc. operates the Drop-In Center at the corner of Monroe and Hillsdale St. They also operate a similar facility in Jackson. ARE Inc. is closely allied with LifeWays which recognizes it as an official mental health provider.^[3]

Lifeways is arguably the most important entity in regard to mental health in the county due to the size of its budget. Lifeways is a mental health provider service that operates in Jackson and Hillsdale counties. Lifeways, in FY2022, brought in \$115 million in revenues.^[4] The bulk of this money comes in the form of a “capitation” payment from Medicaid—money paid out by the federal government, based on population numbers, in anticipation of expenditures for mental health services. Lifeways also receives money from the state of Michigan’s Healthy Michigan program (\$8 million) and from the State General Fund (\$2.4 million). That is not all. In addition to this federal and state money, Lifeways also receives \$800,000 a year collected from Hillsdale County residents due to a mental health millage that passed in 2018. LifeWays most recent report on its activities can be found at the following footnote.^[5]

Ongoing Problems

Our current solutions to homelessness are not working.

Despite all of the non-profits, government entities, and individuals ostensibly engaged in combating poverty, mental illness, and substance abuse in Hillsdale County, the homelessness crisis continues to grow.

Stock's Park continues to be an epicenter for misbehavior by the homeless. Needles, weapons, beer cans, bedding, and trash from Salvation Army food distributions have been found in the park. During the summer, a number of homeless individuals like to loiter in the park, especially in the main gazebo, where they can charge their phones, get drunk, and hang out in the shade.

The Drop-In Center is another serious problem. In theory, the Drop-In Center provides a space for homeless and other down-and-out individuals to congregate and engage in "peer-to-peer" mentoring in order to help one another get off of drugs and find community. In practice, the Drop-In Center is a vector for drug use, loitering, and other antisocial behaviors. Individuals have been seen "tweaking" and getting high on a near-daily basis outside the building. Many of these individuals are clearly homeless or close to it.

Though the no-camping municipal ordinance passed by Council last June to prohibit encampments on public land has been moderately successful, homeless encampments remain an ongoing problem in and around the city. The Share the Warmth shelter is only available during the winter. Outside of those months, the individuals who live there must seek housing elsewhere. This generally means encampments. It can also mean living in a "trap house," a house where drugs are sold.

Based on accounts given by Hillsdale homeless directly, homeless people living in a drug den generally will generally end up prostituting themselves in exchange for drugs and housing. The homeless individuals interviewed for this report generally put the number of drug dens in Hillsdale at around 5 to 10.

Solutions

If the City of Hillsdale wishes to get the problem of homelessness under control, it should follow the two-step plan spelled out below.

First, the City needs to strengthen law and order.

When it comes to reducing crime, punishment is more important than policing. Hillsdale has plenty of police officers, and the response time to calls is very good. The problem lies in what happens *after* the police arrive. Without adequate jail space, there is no way to punish criminals for misbehavior. At most, these criminals might have to go through a laborious process of paperwork and court hearings. In many of these cases, however, they simply don't show up. This is clearly evidenced by the hundreds of unfulfilled warrants that hang like a dark cloud over the county.

The City needs to shut down drug dens, keep addicts from getting high in public, and put a stop to loitering and trespassing. Our children and families deserve to use our parks and public spaces without worrying about finding needles, knives, bedding, and trash in these places.

The City should either come up with the funds itself or work with the County in order to conduct a large-scale jail expansion for low-level offenders. From observation, about 1% of the adult population in Hillsdale County is responsible for the vast bulk of crime that occurs here. Putting the operators of the dozen or so drug dens in Hillsdale City in jail would put a major dent in crime within the city. It would also reduce some of the leading abusers of the homeless and impoverished.

The County arguably needs another 150 to 200 jail beds beyond the 67 it has now. A lack of space should *never* be an argument against punishing criminals with jail time. If we do not enforce the law then the very foundation of government legitimacy goes away. What is the point of taxes if taxes cannot provide law and order?

Where will the funding come from for such a program? Right now, the County has a mental health millage in place that gives nearly a million dollars a year to LifeWays, an organization with a budget over \$100 million. If that money were instead used to fund a jail expansion for low level offenders we could, arguably, build as much jail space as we need.

The money Hillsdale County is spending on mental health measures isn't working as evidenced by the explosion in homelessness and mental health issues among the populace. That money would be better spent on strengthening public order. Law and order should be the priority. Though County spending isn't the purview of the Hillsdale City Council, our local leaders can and should make an effort to work with the County in whatever way possible to come up with the funds for a jail expansion. It should work to do so without raising taxes by redirecting existing funds from secondary functions of the local government.

Second, the City should also allow the creation of a full-time homeless shelter by a private charity under specific, non-negotiable conditions.

Namely, any full-time shelter within city limits should have a community service requirement in addition to rules against misbehavior. It must be located away from residential areas and the downtown in order to minimize conflicts between the public and the residents of the shelter. Individuals who want to get help should be able to get help. However, individuals who violate the rules in such a facility should be punished.

This full-time shelter should provide a safe, warm, and clean environment. It should not, under any circumstances, turn into a drug den in its own right. It should not, under any circumstances, become a vector for sexual abuse or any other kind of violence.

It is necessary, therefore, that such a facility have rules against drug use, alcohol consumption, and harassment of staff and other residents. To this end, it should segregate residents by gender and mandate a daily hygiene ritual.

Share the Warmth currently has rules along these lines. The difficulty they face is that, as a private organization, they have no way to enforce these rules save by expelling unruly residents. These rule-breakers end up right back on the street. However, with additional jail space, these individuals could be punished with misdemeanors and public disorder charges for disturbing the peace.

Once a full-time shelter is in place, there will be zero excuses for individuals living on the streets. The no-camping ordinance can be even more effectively enforced in these circumstances. At no time should anyone be allowed to sleep on the streets within Hillsdale City limits.

Again, any homeless shelter that operates within Hillsdale city should meet non-negotiable requirements in order to operate.

- 1.) It must be located in a non-residential area and serve our local residents only.
- 2.) It must be "Treatment First:" and constantly working to address the underlying causes of homelessness by actively connecting residents with the agencies and help they need to better their condition. This means consistent records collection on the homeless population as a whole.
- 3.) This shelter must come with a community service work requirement for residents in order to ensure that residents are contributing in a positive way to the town.
- 4) It is an imperative that any shelter maintains strict rules against misbehavior.

It Is Time for Change

It would not take a superhuman effort to dramatically improve the quality of life in Hillsdale. We can meaningfully reduce the homelessness crisis and the attendant spread of petty criminality by

making moderate and intentional changes to the City and County budget and by more aggressively cracking down on the drug trade, especially.

The resources to effect meaningful change already exist. The County could easily redirect funds toward law and order. We could spend our tax dollars differently. Our current situation is not inevitable or unalterable. We do not have to live this way.

The massive increase in mental health care spending in Hillsdale County has been followed by an *increase* in mental illness and homelessness. Something is not working.

It is time for a change.

We need to prioritize our resources by strengthening law and order and providing a place for the indigent homeless to seek meaningful shelter in a way that is good for them and the rest of society. If we do these things, we will go a long way to meaningfully reducing homelessness and improving the quality of life for all Hillsdale citizens.

[1] https://www.acf.hhs.gov/sites/default/files/documents/ece/homelessness_definition.pdf

[2] <https://www.apeerservices.org>

[3] <https://www.lifewaysmi.org/list-of-providers>

[4] https://static1.squarespace.com/static/6101c0c986936961bf8ba978/t/62587500f6e7d3256bdac71b/1649964288945/FY22_LifeWays_Budget_Approved_091521.pdf

[5] <https://static1.squarespace.com/static/6101c0c986936961bf8ba978/t/6463d7a6cacf5f22842b035c/1684264878127/FY+2022+Annual+Report+-+Web.pdf>

[6]

<https://www.hillsdalecrc.org/about-us#:~:text=The%20Hillsdale%20County%20Road%20Commission%20also%20maintains%2093%20miles%20of,amount%20of%20construction%20every%20year.>

Homelessness Task Force Policy Recommendations Summary

Convened by the Health and Safety Subcommittee of the Hillsdale City Council at the request of Mayor Stockford in January of 2023, the Homelessness Task Force has spent the last year gathering information from a wide range of local entities and citizens. After deliberation and in order to better address the serious homelessness problem in our city, the Task Force respectfully recommends to the Mayor and Council the two-step plan outlined below.

I. First, the City needs to strengthen law and order.

Law and order benefits everyone in our community. Hillsdale taxpayers deserve to have clean parks, safe streets, and orderly public spaces. The poor and destitute deserve not to be victimized by predatory criminals.

Specific Policy Recommendations:

1. **Dramatically *expand jail space at the county and city level*** in order to more effectively punish antisocial behaviors that exacerbate homelessness, especially drug dealing and sexual abuse.
2. **Aggressively *prosecute the illegal drug trade and eliminate "drug dens" within the city.*** Revive the "Drug Task Force" to encourage cooperation between police, prosecution, concerned citizens, and state enforcement to accomplish this goal. Hold landlords accountable if their properties are used for drug dealing.

II. Second, the city should encourage *truly effective assistance to the homeless that actively addresses underlying causes* like addiction, mental illness, or past criminal convictions.

Any aid given to the homeless must *actually help them*. Aid that provides temporary relief without directing and helping the recipient to become a productive and stable member of our community is a moral hazard, most tragically for homeless individuals themselves.

Specific Policy Recommendations:

1. **Allow the creation of a year-round, transitional shelter, but ONLY under the following conditions:**
 - a. Serves only our local homeless population,
 - b. Is not in a residential area;
 - c. Constantly, actively, and creatively works with residents to address the underlying causes of homelessness with a "treatment first" approach;
 - d. Comes with a community service work or employment requirement for residents;
 - e. Maintains strict rules against drug use and misbehavior.
2. **Hold taxpayer funded social service organizations that serve the city accountable for the effectiveness of their homelessness policies.** Agencies that receive taxpayer funding to assist with the homelessness crisis in our city should be required to report to Council once a year and provide proof of the effectiveness of their programs. Programs that do not have a proven record of addressing the root causes of homelessness should not be supported by our city, and their resources should instead be redirected toward policies with better results.