



City Council Agenda

August 19, 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 August 1, 2024: \$2,270,625.09
 - 2. Payroll of August 1, 2024: \$207,553.85
 - B. City Council Minutes of August 5, 2024
 - C. Finance Minutes of August 5, 2024
 - D. Cemetery Minutes of August 7, 2024
 - E. Community Development Minutes of August 7, 2024
 - F. Park Use Agreement- Indiana Outboard Association
 - G. BPU Automated Doors
 - H. BPU VMI Contract Extension
 - I. BPU Water Meter Order
 - J. BPU Eaton C2SXD Electric Meter Purchase
 - K. BPU DEED Grant/Text Message Notification System
 - L. BPU WTP Hillsdale Service Pump 1 VFD
- VI. Communications/Petitions**
 - A. Airport Operational Discussion
 - B. Hillsdale County Commissioner Update – Doug Ingles
- VII. Introduction and Adoption of Ordinances/Public Hearing**
- VIII. Old Business**
- IX. New Business**
 - A. Airport Asphalt Project
 - B. Dow Hotel Expansion/ Development Agreement
 - C. Set Public Hearing for E. Galloway Drive and Summit Street Vacation Resolution
 - D. Dial-A-Ride Transportation Advertising Policy
 - E. OPRA Certificate Transfer
 - F. Keefer House Hotel, LLC OPRA Resolution Amendment Request
 - G. 2024-27 IBEW Union Contract
- X. Miscellaneous Reports**
 - A. Proclamation- None

- B. Appointments – Economic Development Corp- Clark Judge, Russell Richardson,
Ken Joswiak – Reappointment
- C. Other- None
- XI. General Public Comment**
- XII. City Manager’s Report**
- XIII. Council Comment**
- XIV. Adjournment**

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 172.000 CITY MANAGER					
101-172.000-715.000	LIFE INSURANCE - CITY MANAGER	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	6.50	913
101-172.000-721.000	DISABILITY INSURANCE - CITY MANA	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	15.39	913
Total For Dept 172.000 CITY MANAGER				21.89	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-715.000	LIFE INSURANCE - ADMIN	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	1.63	913
101-175.000-721.000	DISABILITY INSURANCE - ADMIN	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	2.32	913
101-175.000-802.000	LOGITECH MOUSE QTY 3	AMAZON CAPITAL SERVICES, I	LOGITECH MOUSE QTY 3	13.47	108951
101-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (JULY)	159.82	109022
101-175.000-818.000	ENDORSEMENT COMMERCIAL PKG	VESTED RISK STRATEGIES INC	ENDORSEMENT COMMERCIAL PKG	163.00	109044
101-175.000-818.000	CREDIT - EDORSEMENT COMMERCIAL P	VESTED RISK STRATEGIES INC	CREDIT - EDORSEMENT COMMERCIAL PKG	(158.00)	109044
101-175.000-818.000	EDORSEMENT COMMERCIAL PKG	VESTED RISK STRATEGIES INC	EDORSEMENT COMMERCIAL PKG	160.00	109044
101-175.000-818.000	CREDIT - EDORSEMENT COMMERCIAL P	VESTED RISK STRATEGIES INC	CREDIT - EDORSEMENT COMMERCIAL PKG	(157.00)	109044
Total For Dept 175.000 ADMINISTRATIVE SERVICES				185.24	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-715.000	LIFE INSURANCE - FINANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	6.50	913
101-191.000-721.000	DISABILITY INSURANCE - FINANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	8.66	913
101-191.000-801.000	ACCOUNTING SERVICES - JUNE 2024	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - JUNE 2024	2,977.28	109033
Total For Dept 191.000 FINANCE DEPARTMENT				2,992.44	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-715.000	LIFE INSURANCE - CITY CLERK	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	16.24	913
101-215.000-721.000	DISABILITY INSURANCE - CITY CLER	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	16.53	913
101-215.000-734.000	POSTAGE	CARD SERVICES CENTER	K. PRICE CREDIT CARD	480.00	911
101-215.000-801.000	COPIER LEASES - CITY - JUNE 2024	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY - JUNE 2024	238.91	108969
101-215.000-810.000	DUES & SUBSCRIPTIONS	SUSAN DRYER	REFUND FOR ANIMAL KEEPING PERMIT	25.00	109030
101-215.000-905.000	PUBLIC HEARING IFE CORECOYLE REV	GANNETT MICHIGAN LOCALIQ	PUBLIC HEARING IFE CORECOYLE REVOKE	48.40	108978
101-215.000-905.000	NOTICE PC- CIP PLAN 2024	GANNETT MICHIGAN LOCALIQ	NOTICE PC- CIP PLAN 2024	47.10	108978
Total For Dept 215.000 CITY CLERK DEPARTMENT				872.18	
Dept 253.000 CITY TREASURER					
101-253.000-964.000	BILLBACK FOR 30 006 126 176 06	HILLSDALE CO TREASURER	BILLBACK FOR 30 006 126 176 06	449.25	108985
101-253.000-964.000	BILL BACK FOR 30 006 126 176 06	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 126 176 06	2.05	108985
101-253.000-964.000	BILL BACK FOR 30 006 126 101 08	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 126 101 08	326.14	108985
101-253.000-964.000	BILL BACK FOR 30 006 227 252 12	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 252 12	8.77	108985
101-253.000-964.000	BILL BACK FOR 30 006 227 152 25	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 152 25	158.29	108985
Total For Dept 253.000 CITY TREASURER				944.50	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-715.000	LIFE INSURANCE - ASSESSING	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	32.48	913
101-257.000-721.000	DISABILITY INSURANCE - ASSESSING	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	47.26	913
101-257.000-726.000	SUPPLIES	AMAZON CAPITAL SERVICES, I	STANDING DESK CONVERSIONS	179.99	108951
101-257.000-801.000	COPIER LEASES - CITY - JUNE 2024	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY - JUNE 2024	60.47	108969
101-257.000-810.000	DUES & SUBSCRIPTIONS	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	50.00	911
Total For Dept 257.000 ASSESSING DEPARTMENT				370.20	
Dept 262.000 ELECTIONS					
101-262.000-726.000	BARCODE SCANNERS ELECTIONS	AMAZON CAPITAL SERVICES, I	BARCODE SCANNERS ELECTIONS	130.47	108951
101-262.000-726.000	POSTAGE	CARD SERVICES CENTER	K. PRICE CREDIT CARD	198.98	911
Total For Dept 262.000 ELECTIONS				329.45	
Dept 265.000 BUILDING AND GROUNDS					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	10.00	108984
101-265.000-801.000	MATS FOR CITY HALL	CINTAS CORPORATION	MATS FOR CITY HALL	15.74	108965
101-265.000-801.000	MATS FOR CITY HALL	CINTAS CORPORATION	MATS FOR CITY HALL	15.74	108965
101-265.000-801.000	MATS FOR CITY HALL	CINTAS CORPORATION	MATS FOR CITY HALL	15.74	108965
101-265.000-801.000	MOP & BUFF DISPATCH OFFICE	EAST 2 WEST ENTERPRISES, I	MOP & BUFF DISPATCH OFFICE	40.00	108972
101-265.000-850.000	OOMA FAXING EQUIP JUL 24	OOMA, INC.	OOMA FAXING EQUIP JUL 24	129.36	109006
101-265.000-920.000	505119616 - 97 N BROAD - CITY HA	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 97 N BROAD	38.12	903
101-265.000-920.000	505431439 - 22 N MANNING - MITCH	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 22 N MANNING	38.59	906
Total For Dept 265.000 BUILDING AND GROUNDS				303.29	
Dept 270.000 HUMAN RESOURCES					
101-270.000-715.000	LIFE INSURANCE - HR	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	6.50	913
101-270.000-721.000	DISABILITY INSURANCE - HR	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	12.89	913
Total For Dept 270.000 HUMAN RESOURCES				19.39	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-715.000	LIFE INSURANCE - POLICE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	251.72	913
101-301.000-721.000	DISABILITY INSURANCE - POLICE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	333.86	913
101-301.000-726.000	FILE FOLDERS AND TAPE DISPENSER	CURRENT OFFICE SOLUTIONS	FILE FOLDERS AND TAPE DISPENSER	21.38	108969
101-301.000-726.000	FLARES	GALL'S, INC	FLARES	166.89	108977
101-301.000-726.000	REIMBURSEMENT TO DET. MARTIN FOR	MARTIN BRAD	REIMBURSEMENT TO DET. MARTIN FOR THUMB	27.28	108997
101-301.000-726.000	PREM PAPER ROLLS	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	62.63	911
101-301.000-730.000	LICENSE PLATE RENEWAL FOR DETECT	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	13.27	911
101-301.000-742.000	2 SS AND 2 LS PDU SHIRTS FOR SGT	GALL'S, INC	2 SS AND 2 LS PDU SHIRTS FOR SGT. JUNE	283.04	108977
101-301.000-801.000	COPIER LEASES - CITY - JUNE 2024	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY - JUNE 2024	26.53	108969
101-301.000-801.000	MAY AND JUNE CAR WASHES	RR&D ENTERPRISES	MAY AND JUNE CAR WASHES	155.00	109018
101-301.000-801.000	POLICE UNITS INTERNET FOR COMPUT	VERIZON WIRELESS	POLICE UNITS INTERNET FOR COMPUTERS	160.04	109043
101-301.000-900.000	CRIMINIAL LAW PROCEDURES	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	118.03	911
101-301.000-930.000	UNIT 2-4 SPARK PLUGS, SENSORS, T	STILLWELL FORD MERCURY, I	UNIT 2-4 SPARK PLUGS, SENSORS, TIRE PAI	1,283.12	109027
Total For Dept 301.000 POLICE DEPARTMENT				2,902.79	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-715.000	LIFE INSURANCE - FIRE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	73.08	913
101-336.000-721.000	DISABILITY INSURANCE - FIRE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	93.56	913
101-336.000-726.000	SUPPLIES	BOUND TREE MEDICAL, LLC	2 CASES LG GLOVES, 1 CASE XL GLOVES	593.94	108958
101-336.000-726.000	ANTIFREEZE	FAMILY FARM & HOME	ANTIFREEZE	39.98	108975
101-336.000-726.000	3PK HOT SHOT FOGGER	GELZER HJ & SON INC	3PK HOT SHOT FOGGER	9.99	108979
101-336.000-726.000	SUPPLIES	PERFORMANCE AUTOMOTIVE	COP TOP AAA, STAR GAS AD 8OZ, 22-18 GA	50.67	109010
101-336.000-726.000	FUEL LINE HOSE	PERFORMANCE AUTOMOTIVE	FUEL LINE HOSE	9.16	109010
101-336.000-726.000	HD EXTENDED LIFE ANTIFREEZE	PERFORMANCE AUTOMOTIVE	HD EXTENDED LIFE ANTIFREEZE	17.49	109010
101-336.000-742.000	BLACKINTON 2 CROSSED BUGLES PINS	GALL'S, INC	BLACKINTON 2 CROSSED BUGLES PINS	18.10	108977
101-336.000-801.000	SEMI ANNUAL PREVENTITIVE MAINTEN	BREATHING AIR SYSTEMS	SEMI ANNUAL PREVENTITIVE MAINTENANCE	828.77	108959
101-336.000-801.000	ANNUAL FIRE POLICY MAN, BULLETIN	LEXIPOL, LLC	ANNUAL FIRE POLICY MAN, BULLETINS, PROC	3,714.82	108995
101-336.000-920.000	502806085 - 77 E CARLETON - FIRE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 77 E CARLETON	62.95	905
101-336.000-930.000	LIGHT ID/MARKER BULLET RED	HALT FIRE, INC	LIGHT ID/MARKER BULLET RED	112.49	108983
101-336.000-930.000	OIL CHANGE FOR 2016 FORD F350 SU	PARNEY'S CAR CARE, LLC	OIL CHANGE FOR 2016 FORD F350 SUPER DU	48.75	109008
101-336.000-930.000	OIL CHANGE 2022 FORD F550 SUPER	PARNEY'S CAR CARE, LLC	OIL CHANGE 2022 FORD F550 SUPER DUTY	206.36	109008
Total For Dept 336.000 FIRE DEPARTMENT				5,880.11	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-715.000	LIFE INSURANCE - DPS	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	51.97	913
101-441.000-715.000	LIFE INSURANCE - DPS	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	4.87	913
101-441.000-721.000	DISABILITY INSURANCE - DPS	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	70.60	913

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 08/01/2024 - 08/01/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-721.000	DISABILITY INSURANCE - DPS	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	6.96	913
101-441.000-726.000	SUPPLIES FOR DPS	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR DPS	195.86	108951
101-441.000-726.000	SUPPLIES FOR DPS	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR DPS AND DART	129.39	108951
101-441.000-726.000	RTCHT LASH STRAP AND SPRAYER	FAMILY FARM & HOME	RTCHT LASH STRAP AND SPRAYER	169.97	108975
101-441.000-726.000	SHOVEL, PLIERS AND RAKE FOR DPS	FAMILY FARM & HOME	SHOVEL, PLIERS AND RAKE FOR DPS	333.90	108975
101-441.000-726.000	CREDIT MEMO FOR RETURN ON INV 24	GELZER HJ & SON INC	CREDIT MEMO FOR RETURN ON INV 2405-1892	(25.99)	108979
101-441.000-726.000	LEVEL FOR DPS	GELZER HJ & SON INC	CONCRETE AND LEVEL FOR ST JOE PROJECT	11.99	108979
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	15.00	108984
101-441.000-742.000	UNIFORMS	CINTAS CORPORATION	MATS, RAGS AND UNIFORMS FOR DPS	25.65	108965
101-441.000-742.000	UNIFORMS	CINTAS CORPORATION	MATS, RAGS AND UNIFORMS FOR DPS	12.13	108965
101-441.000-801.000	MATS	CINTAS CORPORATION	MATS, RAGS AND UNIFORMS FOR DPS	37.26	108965
101-441.000-801.000	MATS	CINTAS CORPORATION	MATS, RAGS AND UNIFORMS FOR DPS	37.26	108965
101-441.000-801.000	COPIER LEASES - CITY - JUNE 2024	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY - JUNE 2024	171.21	108969
101-441.000-905.000	POSTAGE	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	8.73	911
101-441.000-955.441	UNIFORM ALLOWANCE FRANK ENGLE	FRANK ENGLE	UNIFORM ALLOWANCE FRANK ENGLE	127.67	108973
101-441.000-955.441	UNIFORM ALLOWANCE FRANK ENGLE	FRANK ENGLE	UNIFORM ALLOWANCE FRANK ENGLE	128.22	108973
101-441.000-955.441	UNIFORM ALLOWANCE ERVIN YORK	ERVIN YORK	UNIFORM ALLOWANCE ERVIN YORK	42.32	108974
101-441.000-955.441	UNIFORM ALLOWANCE RON SHAW	RON SHAW	UNIFORM ALLOWANCE RON SHAW	114.35	109021
101-441.000-956.200	HOTEL STAY FOR FRANK ENGLE FOR C	BAVARIAN INN LODGE	HOTEL STAY FOR FRANK ENGLE FOR CEM CONE	307.40	108954
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				1,976.72	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-715.000	LIFE INSURANCE - ENGINEERING	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	16.24	913
101-447.000-721.000	DISABILITY INSURANCE - ENGINEERI	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	38.47	913
101-447.000-801.000	COPIER LEASES - CITY - JUNE 2024	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY - JUNE 2024	60.46	108969
Total For Dept 447.000 ENGINEERING SERVICES				115.17	
Dept 567.000 CEMETERIES					
101-567.000-726.000	FOUNDATION	BECKER & SCRIVENS CONCRETE	FOUNDATION	42.70	108955
101-567.000-726.000	HOT PATCH FOR CEM 7642	GERKEN MATERIAL, INC	HOT PATCH FOR LOCALS, MAJORS AND CEM	7.50	108980
101-567.000-801.000	CEM TREES	LONSBERY, JEFFREY	TREE TRIMMING, REMOVAL AND STUMP GRINDI	1,750.00	108967
101-567.000-801.000	LV AND OG MOWING CONTRACT 24-25	TKC LAWN SNOW AND WOOD LLC	CEM MOWING CONTRACT 2024-2025	11,150.00	109034
Total For Dept 567.000 CEMETERIES				12,950.20	
Dept 595.000 AIRPORT					
101-595.000-715.000	LIFE INSURANCE - AIRPORT	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	16.24	913
101-595.000-721.000	DISABILITY INSURANCE - AIRPORT	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	19.75	913
101-595.000-726.000	GLOVES	AMAZON CAPITAL SERVICES, I	GLOVES	43.54	108951
101-595.000-726.000	MOWER BLADES & HALOGEN LAMP	AMAZON CAPITAL SERVICES, I	MOWER BLADES & HALOGEN LAMP	448.61	108951
101-595.000-726.000	CREDIT MEMO - ADAPTER COUPLING	AMAZON CAPITAL SERVICES, I	CREDIT MEMO - ADAPTER COUPLING	(39.84)	108951
101-595.000-726.000	ADAPTER COUPLING, CABLE	AMAZON CAPITAL SERVICES, I	ADAPTER COUPLING, CABLE	111.66	108951
101-595.000-726.000	REMOTE KEY FOB	AMAZON CAPITAL SERVICES, I	REMOTE KEY FOB	6.95	108951
101-595.000-726.000	FLOOR & CARPENT CLEANERS	GELZER HJ & SON INC	FLOOR & CARPENT CLEANERS	24.28	108979
101-595.000-726.000	WATER - AIRPORT	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	5.00	108984
101-595.000-726.000	CUPS,ICE,SOAP,SNACKS	HILLSDALE MARKET HOUSE, I	CUPS,ICE,SOAP,SNACKS	39.01	108986
101-595.000-726.000	FUELING NOZZEL	CARD SERVICES CENTER	T. BUMPUS CREDIT CARD	76.17	911
101-595.000-740.000	DIESEL FUEL FOR TRACTOR	BRINER OIL CO, INC	DIESEL FUEL FOR TRACTOR	552.39	108960
101-595.000-801.000	REFUELING TRUCK RENTAL BILLING	AVFUEL CORP	REFUELING TRUCK RENTAL BILLING	950.00	910
101-595.000-801.000	MERCHANT EQUIP RENTAL BILLING	AVFUEL CORP	MERCHANT EQUIP RENTAL BILLING	200.00	910
101-595.000-930.000	BLADES FOR CUB CADET	SPRATT'S TRADING POST INC	BLADES FOR CUB CADET	94.14	109023
101-595.000-930.000	TIRE REPAIR ON CUB CADET	SPRATT'S TRADING POST INC	TIRE REPAIR ON CUB CADET	92.99	109023
Total For Dept 595.000 AIRPORT				2,460.89	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-715.000	LIFE INSURANCE - PLANNING	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	16.24	913
101-701.000-721.000	DISABILITY INSURANCE - PLANNING	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	19.23	913
101-701.000-726.000	SUPPLIES	AMAZON CAPITAL SERVICES, I	STANDING DESK CONVERSIONS	199.99	108951
101-701.000-801.000	COPIER LEASES - CITY - JUNE 2024	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY - JUNE 2024	60.46	108969
101-701.000-801.372	ANNUAL SOFTWARE - FIELD INSPECTI	BS&A SOFTWARE	ANNUAL SOFTWARE - FIELD INSPECTION	620.00	108961
101-701.000-801.372	CONTRACTUAL SERVICES - CODE ENFO	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	204.00	911
101-701.000-860.000	TRANSPORTATION & MILEAGE	ALAN BEEKER	REGION 2 PLANNING COMMISSION MEETING	42.88	108956
Total For Dept 701.000 PLANNING DEPARTMENT				1,162.80	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-715.000	LIFE INSURANCE - ECON DEVELOPMEN	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	16.24	913
101-728.000-721.000	DISABILITY INSURANCE - ECON DEVE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	19.00	913
Total For Dept 728.000 ECONOMIC DEVELOPMENT				35.24	
Dept 756.000 PARKS					
101-756.000-726.000	FERTILIZER SPIKES FOR FLOWERS	AMAZON CAPITAL SERVICES, I	FERTILIZER SPIKES FOR DPS	20.00	108951
101-756.000-726.000	CLEANER FOR FIELD OF DREAMS	GELZER HJ & SON INC	CLEANER FOR FIELD OF DREAMS	32.99	108979
101-756.000-726.000	TOILET AT FIELD OF DREAMS	GELZER HJ & SON INC	TOILET AT FIELD OF DREAMS	25.48	108979
101-756.000-726.000	BROOM FOR FIELD OF DREAMS	GELZER HJ & SON INC	BROOM FOR FIELD OF DREAMS	20.79	108979
101-756.000-801.000	PARK TREES	LONSBERY, JEFFREY	TREE TRIMMING, REMOVAL AND STUMP GRINDI	650.00	108967
101-756.000-801.000	FERTILIZING FOD	HOOP LAWN & SNOW, LLC	FERTILIZING FOD	1,436.00	108988
Total For Dept 756.000 PARKS				2,185.26	
Total For Fund 101 GENERAL FUND				35,707.76	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 450.000 STREET SURFACE					
202-450.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	4.98	913
202-450.000-726.000	HOT PATCH FOR MAJORS 7639	GERKEN MATERIAL, INC	HOT PATCH FOR LOCALS, MAJORS AND CEM	225.00	108980
202-450.000-726.000	HOT PATCH FOR MAJORS 1558	GERKEN MATERIAL, INC	HOT PATCH FOR LOCALS AND MAJORS	146.68	108980
202-450.000-726.000	HOT PATCH FOR MAJORS 7639	GERKEN MATERIAL, INC	HOT PATCH FOR LOCALS AND MAJORS	150.00	108980
Total For Dept 450.000 STREET SURFACE				526.66	
Dept 460.000 R.O.W. MAINTENANCE					
202-460.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	4.98	913
202-460.000-726.000	FERTILIZER SPIKES FOR FLOWERS	AMAZON CAPITAL SERVICES, I	FERTILIZER SPIKES FOR DPS	33.06	108951
Total For Dept 460.000 R.O.W. MAINTENANCE				38.04	
Dept 470.000 TREES					
202-470.000-801.000	MAJOR TREES	LONSBERY, JEFFREY	TREE TRIMMING, REMOVAL AND STUMP GRINDI	5,050.00	108967
Total For Dept 470.000 TREES				5,050.00	
Dept 480.000 DRAINAGE					
202-480.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	4.98	913
Total For Dept 480.000 DRAINAGE				4.98	
Dept 490.000 TRAFFIC					
202-490.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	4.97	913
202-490.000-726.000	CONCRETE MIX FOR ST JOE PROJECT	GELZER HJ & SON INC	CONCRETE MIX FOR ST JOE PROJECT	59.43	108979
202-490.000-726.000	CONCRETE FOR ST JOE PROJECT	GELZER HJ & SON INC	CONCRETE AND LEVEL FOR ST JOE PROJECT	25.47	108979
Total For Dept 490.000 TRAFFIC				89.87	
Dept 900.000 CAPITAL OUTLAY					
202-900.000-970.000-215032	TESTING FOR ST JOE/GRISWOLD PROJ	MATERIALS TESTING CONSULT/	CONSTRUCTION & MATERIAL TESTING - ST JC	9,793.50	108998

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 900.000 CAPITAL OUTLAY					
202-900.000-970.000-215032	ST JOE/GRISWOLD PAYMENT (JN21546	STATE OF MICHIGAN	ST JOE/GRISWOLD PROJECT PAYMENT (JN2154	81,925.80	109026
Total For Dept 900.000 CAPITAL OUTLAY				91,719.30	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				97,428.85	
Fund 203 LOCAL STREET FUND					
Dept 450.000 STREET SURFACE					
203-450.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	5.17	913
203-450.000-726.000	FASTENERS AND ANCHORS FOR WESTWO	GELZER HJ & SON INC	FASTENERS AND ANCHORS FOR WESTWOOD PRO	16.39	108979
203-450.000-726.000	HOT PATCH FOR LOCALS 1558	GERKEN MATERIAL, INC	HOT PATCH FOR LOCALS	142.88	108980
203-450.000-726.000	HOT PATCH FOR LOCALS 7640	GERKEN MATERIAL, INC	HOT PATCH FOR LOCALS, MAJORS AND CEM	67.50	108980
203-450.000-726.000	HOT PATCH FOR LOCALS 7719	GERKEN MATERIAL, INC	HOT PATCH FOR LOCALS AND MAJORS	134.52	108980
203-450.000-726.000	HOT PATCH FOR LOCALS 7640	GERKEN MATERIAL, INC	HOT PATCH FOR LOCALS AND MAJORS	282.75	108980
203-450.000-726.000	WESTWOOD PROJECT SUPPLIES	JONESVILLE LUMBER	WESTWOOD PROJECT SUPPLIES	177.25	108993
203-450.000-726.000	STAKES FOR WESTWOOD PROJECT	JONESVILLE LUMBER	STAKES FOR WESTWOOD PROJECT	79.96	108993
Total For Dept 450.000 STREET SURFACE				906.42	
Dept 460.000 R.O.W. MAINTENANCE					
203-460.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	5.16	913
Total For Dept 460.000 R.O.W. MAINTENANCE				5.16	
Dept 470.000 TREES					
203-470.000-801.000	MAJOR TREES	LONSBERY, JEFFREY	TREE TRIMMING, REMOVAL AND STUMP GRINDI	2,250.00	108967
Total For Dept 470.000 TREES				2,250.00	
Dept 480.000 DRAINAGE					
203-480.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	5.15	913
Total For Dept 480.000 DRAINAGE				5.15	
Dept 490.000 TRAFFIC					
203-490.000-726.000	CONCRETE FOR 25MPH ON LYNWOOD	GELZER HJ & SON INC	CONCRETE FOR 25MPH ON LYNWOOD	8.49	108979
Total For Dept 490.000 TRAFFIC				8.49	
Dept 900.000 CAPITAL OUTLAY					
203-900.000-970.000-215005	WESTWOOD PROJECT - ROAD/STORM	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTI	14,426.39	109009
203-900.000-970.000-215005	WESTWOOD PROJECT - ROAD/STORM	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTI	619,283.70	109009
203-900.000-970.000-215005	AS-NEEDED CONSTRUCTION SURVEYING	THE MANNIK & SMITH GROUP,	CONSTRUCTION SURVEYING ASSISTANCE - AS	99.00	109032
Total For Dept 900.000 CAPITAL OUTLAY				633,809.09	
Total For Fund 203 LOCAL STREET FUND				636,984.31	
Fund 204 MUNICIPAL STREET FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
204-175.000-964.000	BILLBACK FOR 30 006 126 176 06	HILLSDALE CO TREASURER	BILLBACK FOR 30 006 126 176 06	190.55	108985
204-175.000-964.000	BILL BACK FOR 30 006 126 101 08	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 126 101 08	150.43	108985
204-175.000-964.000	BILL BACK FOR 30 006 227 252 12	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 252 12	4.05	108985
204-175.000-964.000	BILL BACK FOR 30 006 227 152 25	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 152 25	74.03	108985
Total For Dept 175.000 ADMINISTRATIVE SERVICES				419.06	
Dept 572.000 LEAF COLLECTION					
204-572.000-964.000	BILLBACK FOR 30 006 126 176 06	HILLSDALE CO TREASURER	BILLBACK FOR 30 006 126 176 06	15.96	108985
204-572.000-964.000	BILL BACK FOR 30 006 126 101 08	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 126 101 08	12.60	108985
204-572.000-964.000	BILL BACK FOR 30 006 227 252 12	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 252 12	0.34	108985
204-572.000-964.000	BILL BACK FOR 30 006 227 152 25	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 152 25	6.21	108985

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 204 MUNICIPAL STREET FUND Dept 572.000 LEAF COLLECTION					
Total For Dept 572.000 LEAF COLLECTION				35.11	
Total For Fund 204 MUNICIPAL STREET FUND				454.17	
Fund 208 RECREATION FUND Dept 751.000 RECREATION DEPARTMENT					
208-751.000-715.000	LIFE INSURANCE - RECREATION	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	16.24	913
208-751.000-721.000	DISABILITY INSURANCE - RECREATIO	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	28.01	913
208-751.000-726.000	T-BALLS	GELZER HJ & SON INC	T-BALLS	89.97	108979
208-751.000-726.000	BOLTS FOR TEES	GELZER HJ & SON INC	BOLTS FOR TEES	4.58	108979
208-751.000-726.000	SCOREBOOKS - COACH PITCH	GELZER HJ & SON INC	SCOREBOOKS - COACH PITCH	24.95	108979
208-751.000-726.000	SUPPLIES	GELZER HJ & SON INC	TAPE	5.49	108979
208-751.000-726.000	T-BALL AND COACH PITCH SHIRTS	URBAN GRAFFITI	T-BALL AND COACH PITCH SHIRTS	3,374.40	109038
208-751.000-726.000	COACHES SHIRTS, ADDITIONAL PLAYE	URBAN GRAFFITI	COACHES SHIRTS, ADDITIONAL PLAYERS SHIF	37.40	109038
208-751.000-726.000	COACH PITCH COACHES SHIRTS	URBAN GRAFFITI	COACH PITCH COACHES SHIRTS	61.70	109038
208-751.000-726.006	HOTDOGS AND BUNS - BEACH CONCESS	HILLSDALE MARKET HOUSE, IN	HOTDOGS AND BUNS - BEACH CONCESSIONS	21.52	108986
208-751.000-726.006	CONDIMENTS, HOTDOG BUNS, FREEZER	HILLSDALE MARKET HOUSE, IN	CONDIMENTS, HOTDOG BUNS, FREEZER POPS	63.56	108986
208-751.000-726.006	CHIPS, POP - BEACH CONCESSIONS	HILLSDALE MARKET HOUSE, IN	CHIPS, POP - BEACH CONCESSIONS	47.17	108986
208-751.000-726.006	HOTDOGS - BEACH CONCESSIONS	HILLSDALE MARKET HOUSE, IN	HOTDOGS - BEACH CONCESSIONS	32.97	108986
208-751.000-726.006	DAY PASSES - SANDY BEACH	STOCKHOUSE CORPORATION	DAY PASSES - SANDY BEACH	150.00	109028
208-751.000-726.006	HOT DOGS, BUNS, SODA	CARD SERVICES CENTER	M. LOREN CREDIT CARD	627.54	911
208-751.000-801.008	COACH PITCH UMPIRING	JACE LENNOX	COACH PITCH UMPIRING	80.00	108991
208-751.000-801.008	COACH PITCH UMPIRING	LARRY OWENS	COACH PITCH UMPIRING	40.00	108994
208-751.000-801.008	BASEBALL UMPIRING	LUKAS CIMBAL	BASEBALL UMPIRING	320.00	108996
208-751.000-801.008	BASEBALL UMPIRING	MICHAEL A. GRANGER	BASEBALL UMPIRING	100.00	109001
208-751.000-801.008	BASEBALL UMPIRING	TRAVIS LEE STUKEY	BASEBALL UMPIRING	120.00	109035
Total For Dept 751.000 RECREATION DEPARTMENT				5,245.50	
Total For Fund 208 RECREATION FUND				5,245.50	
Fund 247 TAX INCREMENT FINANCE ATH. Dept 900.000 CAPITAL OUTLAY					
247-900.000-801.000-215004	WEED CONTROL APPLICATIONS	HOOP LAWN & SNOW, LLC	WEED CONTROL IN TIFA DISTRICT	400.00	108988
Total For Dept 900.000 CAPITAL OUTLAY				400.00	
Total For Fund 247 TAX INCREMENT FINANCE ATH.				400.00	
Fund 271 LIBRARY FUND Dept 000.000					
271-000.000-123.000	24-25 ALARM & DETECTION MONITORI	JOHNSON CONTROLS FIRE PRO	24-25 ALARM & DETECTION MONITORING	720.00	108992
Total For Dept 000.000				720.00	
Dept 790.000 LIBRARY					
271-790.000-715.000	LIFE INSURANCE - LIBRARY	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - AUG 2024	16.24	913
271-790.000-721.000	DISABILITY INSURANCE - LIBRARY	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - AUG 2024	21.64	913
271-790.000-726.000	BOOKSHELF FOR NF PIC BOOKS	DEMCO, INC	BOOKSHELF FOR NF PIC BOOKS (MONEY FROM	1,662.97	108970
271-790.000-726.000	WATER - LIBRARY	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	5.00	108984
271-790.000-726.000	CARDSTOCK	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	314.77	911
271-790.000-801.000	COPIER LEASE & PRINTS	CURRENT OFFICE SOLUTIONS	COPIER LEASE & PRINTS	176.62	108969
271-790.000-801.000	CLEANING FOYER ONCE & BATHROOM 8	EAST 2 WEST ENTERPRISES, I	CLEANING FOYER ONCE & BATHROOM 8 TIMES	400.00	108972
271-790.000-801.000	ANNUAL FIRE/WATER/SPRINKLER/ALAR	PREMIER FIRE PROTECTION, I	ANNUAL FIRE/WATER/SPRINKLER/ALARM INSP	300.00	109013
271-790.000-801.000	MONTHLY WATER COOLER RENTAL	TRI-COUNTY WATER CONDITIO	MONTHLY WATER COOLER RENTAL	12.00	109036
271-790.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (JULY)	35.52	109022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-802.000	WATCHGUARD PUBLIC FIREWALL 3YR	SONIT SYSTEMS, LLC	WATCHGUARD PUBLIC FIREWALL 3YR	2,492.43	109022
271-790.000-810.000	CRICUST ACCESS	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	95.88	911
271-790.000-850.000	OOMA FAXING EQUIP JUL 24	OOMA, INC.	OOMA FAXING EQUIP JUL 24	64.68	109006
271-790.000-920.000	503691550 - 12 N MANNING - LIBRA	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 12 N MANNING	38.12	907
271-790.000-930.000	LIGHT BULB REPLACEMENT	AMERICAN COPPER AND BRASS,	LIGHT BULB REPLACEMENT	1.85	108952
271-790.000-956.000	MLA 2024 CONFERENCE OCT 16-18	MICHIGAN LIBRARY ASSOCIATI	MLA 2024 CONFERENCE OCT 16-18	300.00	109003
271-790.000-956.200	HOTEL	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	219.00	911
271-790.000-964.000	BILL BACK FOR 30 006 126 176 06	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 126 176 06	31.51	108985
271-790.000-964.000	BILL BACK FOR 30 006 126 101 08	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 126 101 08	24.88	108985
271-790.000-964.000	BILL BACK FOR 30 006 227 252 12	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 252 12	0.67	108985
271-790.000-964.000	BILL BACK FOR 30 006 227 152 25	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 152 25	12.25	108985
271-790.000-982.000	BOOKS - JULY24 ADULT	INGRAM LIBRARY SERVICES	BOOKS - JULY24 ADULT	73.24	108990
271-790.000-982.000	BOOKS - AUG24 ADULT	INGRAM LIBRARY SERVICES	BOOKS - AUG24 ADULT	522.04	108990
271-790.000-982.000	BOOKS - AUG24 ADULT	INGRAM LIBRARY SERVICES	BOOKS - AUG24 ADULT	143.89	108990
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - CREDIT MEMO FOR REORDER	(212.78)	108990
271-790.000-982.000	BOOKS - JULY24ADULT	INGRAM LIBRARY SERVICES	BOOKS - JULY24ADULT	71.82	108990
271-790.000-982.000	BOOKS - MAY24 ADULT	INGRAM LIBRARY SERVICES	BOOKS - MAY24 ADULT	52.10	108990
271-790.000-982.000	BOOKS JULY24 ADULT	INGRAM LIBRARY SERVICES	BOOKS JULY24 ADULT	99.22	108990
271-790.000-982.000	CREDIT FOR DAMAGED BOOK "MIDDL	INGRAM LIBRARY SERVICES	CREDIT FOR DAMAGED BOOK "MIDDL	(16.44)	108990
271-790.000-982.000	BOOKS - JULY24 ADULT	INGRAM LIBRARY SERVICES	BOOKS - JULY24 ADULT	740.88	108990
271-790.000-982.000	BOOKS	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	11.15	911
271-790.000-982.002	BOOKS - LOST/DAMAGED - THE BEE S	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	17.99	911
Total For Dept 790.000 LIBRARY				7,729.14	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-726.000	SUPPLIES	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	155.13	911
271-792.000-726.010	REBATE - ICE	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	71.71	911
271-792.000-982.000	BOOKS - AUG24 CHILD	INGRAM LIBRARY SERVICES	BOOKS - AUG24 CHILD	474.16	108990
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - CREDIT MEMO FOR REORDER	(105.70)	108990
271-792.000-982.000	BOOKS - JULY24 CHILD	INGRAM LIBRARY SERVICES	BOOKS - JULY24 CHILD	22.98	108990
271-792.000-982.000	BOOKS - JULY 24CHILD	INGRAM LIBRARY SERVICES	BOOKS - JULY 24CHILD	517.70	108990
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				1,135.98	
Total For Fund 271 LIBRARY FUND				9,585.12	
Fund 409 STOCK'S PARK					
Dept 756.000 PARKS					
409-756.000-726.000	DINNER-MIKE BOYD GROUP 125TH CEL	CARD SERVICES CENTER	M. LOREN CREDIT CARD	84.19	911
Total For Dept 756.000 PARKS				84.19	
Total For Fund 409 STOCK'S PARK				84.19	
Fund 481 AIRPORT IMPROVEMENT FUND					
Dept 900.000 CAPITAL OUTLAY					
481-900.000-970.000-215041	FUSE - CORP HANGAR RENOVATIONS	GELZER HJ & SON INC	FUSE - CORP HANGAR RENOVATIONS	14.79	108979
Total For Dept 900.000 CAPITAL OUTLAY				14.79	
Total For Fund 481 AIRPORT IMPROVEMENT FUND				14.79	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	6X12 ALL SS REP CLMP 6.84-7.24	FERGUSON WATERWORKS	INVENTORY	539.16	108976
582-000.000-110.000	BRACKET - 3 GANG SWITCH	POWER LINE SUPPLY	INVENTORY REPLENISHMENT	567.27	109012

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	COVER KIT W/R - 21116 SQUIRREL	POWER LINE SUPPLY	ANIMAL GAURD/COVER UP	684.00	109012
582-000.000-110.000	WIRE - URD - #2 STR 15KV	POWER LINE SUPPLY	WIRE INVENTORY	28,250.00	109012
582-000.000-110.000	SWITCH - 600 AMP 14.4KV SOL	POWER LINE SUPPLY	POWER SECURE SWITCHES	2,388.05	109012
582-000.000-110.000	WIRE - URD - 4/0 TRIPLEX (POWER LINE SUPPLY	WIRE URD INVENTORY	8,376.80	109012
582-000.000-110.000	CONNECTOR 4-COND. SECONDARY CLEA	POWER LINE SUPPLY	INVENTORY	261.36	109012
582-000.000-110.000	FUSE LINK - 2 AMP T	POWER LINE SUPPLY	INVENTORY	114.40	109012
582-000.000-110.000	STRUCTURE ARM PIN - 5/8"	POWER LINE SUPPLY	INVENTORY	283.00	109012
582-000.000-110.000	INSULATOR STRAIN	POWER LINE SUPPLY	INVENTORY	56.70	109012
582-000.000-158.000-191006	IND SUB SWITCHGEAR ENGINEERING	S SOE, INC.	IND SUB SWITCHGEAR ENGINEERING	1,062.50	109024
582-000.000-158.000-201009	13200/7620 100 KVA	T & R ELECTRIC SUPPLY COME	PADMOUNT TRANSFORMERS FOR INVENTORY	3,821.89	109031
582-000.000-202.100	4ENBK1	BEITZ, DANIEL K	UB refund for account: 305603	73.65	108957
582-000.000-202.100	ROUND	BUTTERBAUGH, TAMI L	UB refund for account: 022348	11.42	108962
582-000.000-202.100	4ENBK1	CARPENTER, ASHLEY L	UB refund for account: 026079	58.86	108963
582-000.000-202.100	4CCH	CARRINGTON, EMILY L	UB refund for account: 010961	256.00	108964
582-000.000-202.100	4ENBK1	CLARK, J ROBERT	UB refund for account: 015293	37.00	108966
582-000.000-202.100	4ENBK1	MOORE, ETHAN G	UB refund for account: 026058	31.00	109004
582-000.000-202.100	4CCH	PARKER, MARK D	UB refund for account: 011108	13.50	109007
582-000.000-202.100	4ENBK1	PERRY, KATHRYN H	UB refund for account: 024789	102.66	109011
582-000.000-202.100	4ENBK1	QUIGGLE, BEN L & FERRON D	UB refund for account: 022203	6.79	109016
582-000.000-202.100	4ENBK1	STANLEY, JASMINE H	UB refund for account: 011238	4.89	109025
582-000.000-202.100	4ENBK1	STRASBURG, JAMES D	UB refund for account: 012433	45.10	109029
582-000.000-202.100	4ENBK1	WILSON, TYLER A	UB refund for account: 019519	187.91	109046
Total For Dept 000.000				47,233.91	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-715.000	LIFE INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	22.76	913
582-175.000-715.000	LIFE INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	215.99	913
582-175.000-721.000	DISABILITY INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	39.25	913
582-175.000-721.000	DISABILITY INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	366.14	913
582-175.000-726.000	BLACK MECHANICS GLOVES	AMAZON CAPITAL SERVICES, 1	BLACK MECHANICS GLOVES	31.99	108951
582-175.000-726.000	LEATHER GLOVES	AMAZON CAPITAL SERVICES, 1	LEATHER GLOVES	52.98	108951
582-175.000-726.000	SUPPLIES - 45 MONROE ST	AMAZON CAPITAL SERVICES, 1	SUPPLIES - 45 MONROE ST	15.55	108951
582-175.000-726.000	SUPPLIES - 45 MONROE ST	AMAZON CAPITAL SERVICES, 1	SUPPLIES - 45 MONROE ST	15.74	108951
582-175.000-726.000	SUPPLIES - 45 MONROE STREET	AMAZON CAPITAL SERVICES, 1	SUPPLIES - 45 MONROE STREET	3.78	108951
582-175.000-726.000	COPY PAPER - 45 MONROE STREET	CURRENT OFFICE SOLUTIONS	COPY PAPER - 45 MONROE STREET	76.50	108969
582-175.000-726.000	POSTAGE SUPPLIES	QUADIENT FINANCE USA, INC.	POSTAGE SUPPLIES	87.50	109014
582-175.000-726.000	WATER 45 MONROE ST	RUPERT'S CULLIGAN	WATER 45 MONROE ST	16.50	109019
582-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	2.50	108965
582-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	2.50	108965
582-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	2.50	108965
582-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	2.50	108965
582-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	2.50	108965
582-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	2.50	108965
582-175.000-801.000	POSTAGE MACHINE - AUGUST 18, 202	QUADIENT LEASING USA, INC	POSTAGE MACHINE - AUGUST 18, 2024-NOV.	234.07	109015
582-175.000-801.000	ACCOUNTING SERVICES - JUNE 2024	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - JUNE 2024	1,488.64	109033
582-175.000-802.000	LOGITECH MOUSE QTY 3	AMAZON CAPITAL SERVICES, 1	LOGITECH MOUSE QTY 3	13.48	108951
582-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (JULY)	79.91	109022
582-175.000-802.000	WINDMIL, LIGHTTABLE, LANDBASE SU	MILSOFT	WINDMIL, LIGHTTABLE, LANDBASE SUPPORT 2	3,990.00	109042
582-175.000-850.000	OOMA FAXING EQUIP JUL 24	OOMA, INC.	OOMA FAXING EQUIP JUL 24	32.34	109006
582-175.000-956.000	MMEA 2024 FALL CONFERENCE REGIST	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	245.00	911
582-175.000-956.000	MMEA 20214 FALL CONFERENCE REGIS	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	245.00	911
Total For Dept 175.000 ADMINISTRATIVE SERVICES				7,288.12	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 543.000 PRODUCTION					
582-543.000-739.000	MSCPA MEMBER POWER BILLING - JUN	MICHIGAN SOUTH CENTRAL POW	MSCPA MEMBER POWER BILLING - JUNE 2024	930,059.41	912
582-543.000-740.300	504504154 - 201 WATERWORKS XX -	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS X	18.42	909
582-543.000-740.400	504504154 - 201 WATERWORKS XX -	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS X	18.43	909
582-543.000-742.000	RAIN BIB, RAIN COAT	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	316.80	911
582-543.000-920.400	504504154 - 201 WATERWORKS - PP	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS	36.85	908
582-543.000-930.050	REPAIR ENGINE 5	UTILITIES INSTRUMENTATION	REPAIR ENGINE 5	2,576.00	109040
Total For Dept 543.000 PRODUCTION				933,025.91	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	DRY ERASE BOARDS	AMAZON CAPITAL SERVICES, I	DRY ERASE BOARDS	45.10	108951
582-544.000-726.800	FIELD AIR INSPECITON TOOL	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	274.61	911
582-544.000-730.000	HARDWARE AND CLEVIS	FAMILY FARM & HOME	HARDWARE AND CLEVIS	80.56	108975
582-544.000-730.000	HARDWARE TIE DOWNS	FAMILY FARM & HOME	HARDWARE TIE DOWNS	73.69	108975
582-544.000-730.000	BUCKET BOLTS	GELZER HJ & SON INC	BUCKET BOLTS	4.36	108979
582-544.000-730.000	FUEL AND OIL FILTERS SKIDDY	PERFORMANCE AUTOMOTIVE	FUEL AND OIL FILTERS SKIDDY	75.83	109010
582-544.000-730.000	BATTERIES 3	PERFORMANCE AUTOMOTIVE	BATTERIES 3	581.97	109010
582-544.000-730.000	ANTIFREEZE	PERFORMANCE AUTOMOTIVE	ANTIFREEZE	17.49	109010
582-544.000-730.000	BATTERY PROTECOR AND CLEANER	PERFORMANCE AUTOMOTIVE	BATTERY PROTECOR AND CLEANER	18.18	109010
582-544.000-730.000	BATTERY CORE CREDIT	PERFORMANCE AUTOMOTIVE	BATTERY CORE CREDIT	(81.00)	109010
582-544.000-730.000	DEF FLUID	PERFORMANCE AUTOMOTIVE	DEF FLUID	372.39	109010
582-544.000-730.000	ONE MAN BUCKET REFURBISHED	UTILITY EQUIPMENT PARTS, I	REFURBISH BUCKETS	2,621.00	109041
582-544.000-740.000	DEF FLUID	FAMILY FARM & HOME	DEF FLUID	16.98	108975
582-544.000-740.000	DEF FLUID	FAMILY FARM & HOME	DEF FLUID	16.98	108975
582-544.000-740.000	RED GREASE	PERFORMANCE AUTOMOTIVE	RED GREASE	62.90	109010
582-544.000-742.000	RAIN BIB	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	101.00	911
582-544.000-801.300	VINE KILL SUPPLIES	AMAZON CAPITAL SERVICES, I	VINE KILL SUPPLIES	375.08	108951
582-544.000-930.000	UNDERGROUND TAPE	AMAZON CAPITAL SERVICES, I	UNDERGROUND TAPE	87.90	108951
582-544.000-930.000	WASP SPRAY AND WD40	FAMILY FARM & HOME	WASP SPRAY AND WD40	19.48	108975
582-544.000-930.000	CONDUIT STRAPS	GELZER HJ & SON INC	CONDUIT STRAPS	5.78	108979
582-544.000-930.000	FASTENERS	GELZER HJ & SON INC	FASTENERS	4.36	108979
582-544.000-930.000	REFILL JUGS AND CAP	HEFFERNAN SOFT WATER SERV	REFILL JUGS AND CAP	10.88	108984
582-544.000-930.000	SHAPEN CHAINS	SPRATT'S TRADING POST INC	SHAPEN CHAINS	6.00	109023
582-544.000-930.546	FUSES	GELZER HJ & SON INC	FUSES	27.49	108979
582-544.000-930.546	NUTS AND BOLTS	GELZER HJ & SON INC	NUTS AND BOLTS	5.67	108979
582-544.000-930.546	HOSE FOR 277 OCB	PERFORMANCE AUTOMOTIVE	HOSE FOR 277 OCB	48.05	109010
582-544.000-956.000	RESORT CHARGES FOR BRANDON JOHNS	MCGUIRES EVERGREEN GOLF CC	RESORT CHARGES FOR BRANDON JOHNS	464.10	108999
582-544.000-956.000	RESORT CHARGES FOR BRANDON JOHNS	MCGUIRES EVERGREEN GOLF CC	RESORT CHARGES FOR BRANDON JOHNS	464.10	108999
Total For Dept 544.000 DISTRIBUTION				5,800.93	
Total For Fund 582 ELECTRIC FUND				993,348.87	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-715.000	LIFE INSURANCE - DART	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - AUG 2024	64.96	913
588-596.000-721.000	DISABILITY INSURANCE - DART	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - AUG 2024	70.77	913
588-596.000-726.000	SUPPLIES FOR DART	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR DPS AND DART	25.37	108951
588-596.000-726.000	WATER - DIAL-A-RIDE	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE - JULY	15.00	108984
588-596.000-726.000	MALE PLUG FOR SHOP TOOLS	PERFORMANCE AUTOMOTIVE	MALE PLUG FOR SHOP TOOLS	4.29	109010
588-596.000-726.000	13PC MET. LRG.WR FOR SHOP	PERFORMANCE AUTOMOTIVE	13PC MET. LRG.WR FOR SHOP	213.39	109010
588-596.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	HOEKSTRA TRANSPORTATION, I	ROD FOR INTERIOR LATCH AND LATCH FOR LI	108.95	108987
588-596.000-730.000	DART SPARE TIRE	NORM'S TIRE & SERVICE	DART SPARE TIRE	245.99	109005
588-596.000-730.000	BELT AND REB CALP FOR #61 AND #6	PERFORMANCE AUTOMOTIVE	FILTERS, BELT AND REB CALP FOR #41 #61	223.18	109010
588-596.000-730.000	BRAKE ROTOR AND GALV PADS FOR DA	PERFORMANCE AUTOMOTIVE	BRAKE ROTOR AND GALV PADS FOR DART 62	206.73	109010

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-730.000	BRAKE FLUID FOR DART #62	PERFORMANCE AUTOMOTIVE	BRAKE FLUID FOR DART #62	11.27	109010
588-596.000-730.000	BRAKE FLUID FOR DART #62	PERFORMANCE AUTOMOTIVE	BRAKE FLUID FOR DART #62	11.27	109010
588-596.000-801.000	RUG & MOP RENTALS - JULY	CINTAS CORPORATION	RUG & MOP RENTALS - JULY	16.47	108965
Total For Dept 596.000 DIAL-A-RIDE				1,217.64	
Total For Fund 588 DIAL A RIDE				1,217.64	
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-110.000	INVENTORY	USABLUBOOK	RETURNED ITEMS CREDIT	(734.58)	109039
590-000.000-158.000-215005	WESTWOOD PROJECT - SANITARY	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC	16,295.70	109009
590-000.000-158.000-215005	AS-NEEDED CONSTRUCTION SURVEYING	THE MANNIK & SMITH GROUP,	CONSTRUCTION SURVEYING ASSISTANCE - AS	99.00	109032
590-000.000-158.000-215006	CDBG - SANITARY SEWER PROJECT	CONCORD EXCAVATING & GRAD	CDBG - SANITARY PROJECT	372,468.31	108968
590-000.000-202.100	SBK1	BEITZ, DANIEL K	UB refund for account: 305603	52.11	108957
590-000.000-202.100	SCCH	PARKER, MARK D	UB refund for account: 011108	10.10	109007
590-000.000-202.100	SBK1	PERRY, KATHRYN H	UB refund for account: 024789	55.56	109011
590-000.000-202.100	SCCH	QUIGGLE, BEN L & FERRON D	UB refund for account: 022203	1.33	109016
590-000.000-202.100	SBK1	SCHAUB, DALE W	UB refund for account: 019931	231.25	109020
590-000.000-202.100	SCCH	STANLEY, JASMINE H	UB refund for account: 011238	0.18	109025
590-000.000-202.100	SCCH	STRASBURG, JAMES D	UB refund for account: 012433	19.44	109029
590-000.000-202.100	SBK1	WILSON, TYLER A	UB refund for account: 023565	69.59	109047
Total For Dept 000.000				388,567.99	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-715.000	LIFE INSURANCE - SEWER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	11.35	913
590-175.000-715.000	LIFE INSURANCE - SEWER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	83.66	913
590-175.000-721.000	DISABILITY INSURANCE - SEWER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	19.61	913
590-175.000-721.000	DISABILITY INSURANCE - SEWER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	112.57	913
590-175.000-726.000	SUPPLIES - 45 MONROE ST	AMAZON CAPITAL SERVICES, I	SUPPLIES - 45 MONROE ST	7.77	108951
590-175.000-726.000	SUPPLIES - 45 MONROE ST	AMAZON CAPITAL SERVICES, I	SUPPLIES - 45 MONROE ST	7.87	108951
590-175.000-726.000	SUPPLIES - 45 MONROE STREET	AMAZON CAPITAL SERVICES, I	SUPPLIES - 45 MONROE STREET	1.88	108951
590-175.000-726.000	COPY PAPER - 45 MONROE STREET	CURRENT OFFICE SOLUTIONS	COPY PAPER - 45 MONROE STREET	38.25	108969
590-175.000-726.000	POSTAGE SUPPLIES	QUADIENT FINANCE USA, INC.	POSTAGE SUPPLIES	43.75	109014
590-175.000-726.000	WATER 45 MONROE ST	RUPERT'S CULLIGAN	WATER 45 MONROE ST	8.25	109019
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
590-175.000-801.000	POSTAGE MACHINE - AUGUST 18, 202	QUADIENT LEASING USA, INC	POSTAGE MACHINE - AUGUST 18, 2024-NOV.	117.04	109015
590-175.000-801.000	ACCOUNTING SERVICES - JUNE 2024	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - JUNE 2024	744.32	109033
590-175.000-802.000	LOGITECH MOUSE QTY 3	AMAZON CAPITAL SERVICES, I	LOGITECH MOUSE QTY 3	6.73	108951
590-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (JULY)	39.96	109022
590-175.000-802.000	WINDMIL, LIGHTTABLE, LANDBASE SU	MILSOFT	WINDMIL, LIGHTTABLE, LANDBASE SUPPORT 2	1,995.00	109042
590-175.000-810.000	JOB POSTING FEE	CARD SERVICES CENTER	J. GIER CREDIT CARD	49.00	911
590-175.000-850.000	OOMA FAXING EQUIP JUL 24	OOMA, INC.	OOMA FAXING EQUIP JUL 24	16.17	109006
Total For Dept 175.000 ADMINISTRATIVE SERVICES				3,310.68	
Dept 546.000 OPERATIONS					
590-546.000-730.039	BPU VEHICLE MAINT/SUPPLIES	FAMILY FARM & HOME	OIL	29.99	108975
590-546.000-930.960	EMERGENCY SEWER REPAIR ON BACON	PARRISH EXCAVATING, INC.	EMERGENCY SEWER REPAIR ON BACON ST	29,380.01	109009
590-546.000-930.970	10 X READY MIX CONCRETE	GELZER HJ & SON INC	10 X READY MIX CONCRETE	84.90	108979

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 546.000 OPERATIONS					
590-546.000-930.970	MORTAR MIX	GELZER HJ & SON INC	MORTAR MIX	18.78	108979
Total For Dept 546.000 OPERATIONS				29,513.68	
Dept 547.000 TREATMENT					
590-547.000-726.900	DISTILLED LABORATORY WATER WWTP	RUPERT'S CULLIGAN	DISTILLED LABORATORY WATER WWTP - 101 W	21.00	109019
590-547.000-726.900	SUPPLIES - LABORATORY	USABBLUEBOOK	LAB SUPPLIES	84.35	109039
590-547.000-726.900	SUPPLIES - LABORATORY	USABBLUEBOOK	LAB SUPPLIES	45.45	109039
590-547.000-726.900	SUPPLIES - LABORATORY	USABBLUEBOOK	LAB SUPPLIES	4,525.47	109039
590-547.000-726.900	RETURNED ITEM	USABBLUEBOOK	RETURNED ITEM	(45.45)	109039
590-547.000-726.900	SUPPLIES - LABORATORY	USABBLUEBOOK	LAB SUPPLIES	37.65	109039
590-547.000-726.900	SUPPLIES - LABORATORY	USABBLUEBOOK	LAB SUPPLIES	26.19	109039
590-547.000-801.000	TOXICITY TESTING	GLOBAL ENVIRONMENTAL CONSU	TOXICITY TESTING	770.00	108981
590-547.000-801.000	WATER SAMPLING	MERIT LABORATORIES	WATER SAMPLING	152.00	109000
590-547.000-801.000	ALKALINITY SAMPLING	MERIT LABORATORIES	ALKALINITY SAMPLING	72.00	109000
590-547.000-801.000	MERCURY TESTING	MERIT LABORATORIES	MERCURY TESTING	575.00	109000
590-547.000-801.000	IPP SAMPLING	MERIT LABORATORIES	IPP SAMPLING	478.00	109000
590-547.000-801.000	BEF TESTING FEES	MERIT LABORATORIES	BEF TESTING FEES	4,053.00	109000
590-547.000-930.000	600V FUSES	AMERICAN COPPER AND BRASS,	600V FUSES	181.40	108952
590-547.000-930.000	MIDGEFLY COMPLETE ADDITIVE	AQUAFIX, INC.	MIDGEFLY COMPLETE ADDITIVE	6,074.11	108953
590-547.000-930.000	HARDWARE	GELZER HJ & SON INC	HARDWARE	8.94	108979
590-547.000-930.000	FASTENERS	GELZER HJ & SON INC	FASTENERS	9.18	108979
590-547.000-930.000	HOSE PARTS	GELZER HJ & SON INC	HOSE PARTS	11.68	108979
Total For Dept 547.000 TREATMENT				17,079.97	
Total For Fund 590 SEWER FUND				438,472.32	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-158.000-215005	WESTWOOD PROJECT - WATER	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC	28,045.40	109009
591-000.000-158.000-215005	AS NEEDED CONSTRUCITON SURVEYING	THE MANNIK & SMITH GROUP,	CONSTRUCTION SURVEYING ASSISTANCE - AS	99.00	109032
591-000.000-202.100	WCCH	BEITZ, DANIEL K	UB refund for account: 305603	37.74	108957
591-000.000-202.100	WCCH	PARKER, MARK D	UB refund for account: 011108	9.57	109007
591-000.000-202.100	WBK1	PERRY, KATHRYN H	UB refund for account: 024789	40.94	109011
591-000.000-202.100	WCCH	QUIGGLE, BEN L & FERRON D	UB refund for account: 022203	2.08	109016
591-000.000-202.100	WCCH	STANLEY, JASMINE H	UB refund for account: 011238	0.61	109025
591-000.000-202.100	WCCH	STRASBURG, JAMES D	UB refund for account: 012433	16.05	109029
591-000.000-202.100	WCCH	WILSON, TYLER A	UB refund for account: 023565	56.00	109047
Total For Dept 000.000				28,307.39	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-715.000	LIFE INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	11.35	913
591-175.000-715.000	LIFE INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	83.62	913
591-175.000-721.000	DISABILITY INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	19.61	913
591-175.000-721.000	DISABILITY INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE - AUG 2024	114.56	913
591-175.000-726.000	SUPPLIES - 45 MONROE ST	AMAZON CAPITAL SERVICES, I	SUPPLIES - 45 MONROE ST	7.78	108951
591-175.000-726.000	SUPPLIES - 45 MONROE ST	AMAZON CAPITAL SERVICES, I	SUPPLIES - 45 MONROE ST	7.87	108951
591-175.000-726.000	SUPPLIES - 45 MONROE STREET	AMAZON CAPITAL SERVICES, I	SUPPLIES - 45 MONROE STREET	1.89	108951
591-175.000-726.000	COPY PAPER - 45 MONROE STREET	CURRENT OFFICE SOLUTIONS	COPY PAPER - 45 MONROE STREET	38.25	108969
591-175.000-726.000	POSTAGE SUPPLIES	QUADIENT FINANCE USA, INC.	POSTAGE SUPPLIES	43.75	109014
591-175.000-726.000	WATER 45 MONROE ST	RUPERT'S CULLIGAN	WATER 45 MONROE ST	8.25	109019
591-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
591-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
591-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
591-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
591-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	108965
591-175.000-801.000	POSTAGE MACHINE - AUGUST 18, 202	QUADIENT LEASING USA, INC	POSTAGE MACHINE - AUGUST 18, 2024-NOV.	117.04	109015
591-175.000-801.000	ACCOUNTING SERVICES - JUNE 2024	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - JUNE 2024	744.32	109033
591-175.000-802.000	LOGITECH MOUSE QTY 3	AMAZON CAPITAL SERVICES, I	LOGITECH MOUSE QTY 3	6.73	108951
591-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (JULY)	39.96	109022
591-175.000-802.000	WINDMIL, LIGHTTABLE, LANDBASE SU	MILSOFT	WINDMIL, LIGHTTABLE, LANDBASE SUPPORT 2	1,995.00	109042
591-175.000-850.000	OOMA FAXING EQUIP JUL 24	OOMA, INC.	OOMA FAXING EQUIP JUL 24	16.17	109006
Total For Dept 175.000 ADMINISTRATIVE SERVICES				3,263.65	
Dept 543.000 PRODUCTION					
591-543.000-930.000	POSTS AND NO TRESPASSING SIGNS	FAMILY FARM & HOME	POSTS AND NO TRESPASSING SIGNS	10.98	108975
591-543.000-930.000	ALUMINUM SCREEN FOR WELL OVERFLO	FAMILY FARM & HOME	ALUMINUM SCREEN FOR WELL OVERFLOWS	6.99	108975
Total For Dept 543.000 PRODUCTION				17.97	
Dept 544.000 DISTRIBUTION					
591-544.000-726.800	SUPPLIES - OPERATIONS	FAMILY FARM & HOME	SUPPLIES	19.48	108975
591-544.000-726.800	SUPPLIES - OPERATIONS	FAMILY FARM & HOME	SUPPLIES	107.93	108975
591-544.000-801.000	CCC PROGRAM	HYDROCORP, LLC	CCC PROGRAM	1,564.50	108989
591-544.000-930.000	BUFFALO SOCKETS	PERFORMANCE AUTOMOTIVE	BUFFALO SOCKETS	87.35	109010
591-544.000-930.990	PEASTONE FOR BPU	DRY MAR TRUCKING & DIRTWOF	PEASTONE FOR BPU	579.50	108971
591-544.000-930.990	CONTRACTED LSL REPLACEMENTS	RJT CONSTRUCTION CO.	FYE 2025 LEAD SERVICE LINE REPLACEMENTS	10,258.75	109017
Total For Dept 544.000 DISTRIBUTION				12,617.51	
Dept 545.000 PURIFICATION					
591-545.000-727.200	SUPPLIES - SODIUM HYPOCHLORITE	UNIVAR SOLUTIONS USA INC	SODIUM HYPOCHLORITE	4,708.42	109037
591-545.000-801.000	LEAD AND COPPER SAMPLING	MERIT LABORATORIES	LEAD AND COPPER SAMPLING	152.00	109000
591-545.000-801.000	WATER SAMPLING	MERIT LABORATORIES	WATER SAMPLING	76.00	109000
591-545.000-930.000	SUPPLIES	FAMILY FARM & HOME	SUPPLIES	26.06	108975
591-545.000-930.000	HOOR METERS	GRAINGER INDUSTRIAL SUPPLY	HOOR METERS	206.28	108982
591-545.000-930.000	PUMP HEAD ASSEMBLIES	USABUEBOOK	PUMP HEAD ASSEMBLIES	482.00	109039
Total For Dept 545.000 PURIFICATION				5,650.76	
Total For Fund 591 WATER FUND				49,857.28	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-726.000	HEX BUSH BRASS FOR SHOP	GELZER HJ & SON INC	HEX BUSH BRASS FOR SHOP	3.29	108979
640-443.000-726.000	CERAMIC BK LUBE FOR SHOP	PERFORMANCE AUTOMOTIVE	CERAMIC BK LUBE FOR SHOP	26.59	109010
640-443.000-726.000	ANTIFREEZE TESTER FOR SHOP	PERFORMANCE AUTOMOTIVE	ANTIFREEZE TESTER FOR SHOP	2.49	109010
640-443.000-726.000	SERVICE GAUGE FOR SHOP	PERFORMANCE AUTOMOTIVE	SERVICE GAUGE, AIR FILTER, OIL PAN FOR	38.99	109010
640-443.000-730.000	EDGE FOR #18	MICHIGAN CAT	EDGE FOR #18	211.37	109002
640-443.000-730.000	EDGE CUTTING FOR #18	MICHIGAN CAT	EDGE CUTTING FOR #18	222.54	109002
640-443.000-730.000	EDGE CUTTING RETURN FOR #18	MICHIGAN CAT	EDGE CUTTING RETURN FOR #18	(189.16)	109002
640-443.000-730.000	FUEL FILTER AND OIL FOR #70	PERFORMANCE AUTOMOTIVE	FUEL FILTER AND OIL FOR #70	26.37	109010
640-443.000-730.000	STEER SHIFT FOR #14 AND 12V FOR	PERFORMANCE AUTOMOTIVE	STEER SHIFT FOR #14 AND 12V FOR #10	390.26	109010
640-443.000-730.000	FUEL FILTER AND OIL FILTER FOR #	PERFORMANCE AUTOMOTIVE	FILTERS, BELT AND REB CALP FOR #41 #61	142.10	109010
640-443.000-730.000	OIL FILTER FOR #41	PERFORMANCE AUTOMOTIVE	OIL FILTER FOR #41	54.66	109010
640-443.000-730.000	FUEL FILTER FOR #41	PERFORMANCE AUTOMOTIVE	FUEL FILTER FOR #41	70.26	109010
640-443.000-730.000	FILTER AND OIL PAN FOR #41 AND #	PERFORMANCE AUTOMOTIVE	SERVICE GAUGE, AIR FILTER, OIL PAN FOR	212.90	109010
640-443.000-730.000	COOLANT FOR VEHICLES	WATKINS TRANSPORT INC	COOLANT FOR VEHICLE MAINT	354.78	109045
640-443.000-801.000	RAGS	CINTAS CORPORATION	MATS, RAGS AND UNIFORMS FOR DPS	5.00	108965

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 08/01/2024 - 08/01/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-801.000	RAGS	CINTAS CORPORATION	MATS, RAGS AND UNIFORMS FOR DPS	5.00	108965
640-443.000-920.000	505153845 - 149 WATERWORKS - RME	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 149 WATERWORKS	40.42	904
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				1,617.86	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				1,617.86	
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Dept 336.000 FIRE DEPARTMENT					
663-336.000-964.000	BILLBACK FOR 30 006 126 176 06	HILLSDALE CO TREASURER	BILLBACK FOR 30 006 126 176 06	31.68	108985
663-336.000-964.000	BILL BACK FOR 30 006 126 101 08	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 126 101 08	25.01	108985
663-336.000-964.000	BILL BACK FOR 30 006 227 252 12	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 252 12	0.67	108985
663-336.000-964.000	BILL BACK FOR 30 006 227 152 25	HILLSDALE CO TREASURER	BILL BACK FOR 30 006 227 152 25	12.31	108985
Total For Dept 336.000 FIRE DEPARTMENT				69.67	
Total For Fund 663 FIRE VEHICLE & EQUIPMENT FUND				69.67	
Fund 699 DPS LEAVE AND BENEFITS FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
699-441.000-715.000	LIFE INSURANCE - DPS LEAVE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	64.96	913
699-441.000-721.000	DISABILITY INSURANCE - DPS LEAVE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - AUG 2024	71.80	913
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				136.76	
Total For Fund 699 DPS LEAVE AND BENEFITS FUND				136.76	

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

Fund 101 GENERAL FUND	35,707.76
Fund 202 MAJOR ST./TRUNK	97,428.85
Fund 203 LOCAL STREET F	636,984.31
Fund 204 MUNICIPAL STREI	454.17
Fund 208 RECREATION FUNI	5,245.50
Fund 247 TAX INCREMENT I	400.00
Fund 271 LIBRARY FUND	9,585.12
Fund 409 STOCK'S PARK	84.19
Fund 481 AIRPORT IMPROVI	14.79
Fund 582 ELECTRIC FUND	993,348.87
Fund 588 DIAL A RIDE	1,217.64
Fund 590 SEWER FUND	438,472.32
Fund 591 WATER FUND	49,857.28
Fund 640 REVOLVING MOBII	1,617.86
Fund 663 FIRE VEHICLE &	69.67
Fund 699 DPS LEAVE AND I	136.76

Total For All Funds:	<u>2,270,625.09</u>
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CITY COUNCIL MINUTES

City of Hillsdale
August 5, 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
Cynthia Pratt, Ward 2
Gary Wolfram, Ward 3
Joshua Paladino, Ward 4
Robert Socha, Ward 4

Council Members absent: William Morrissey, Ward 2
Bruce Sharp, Ward 3

Also Present: David Mackie (City Manager), Tom Thompson (City Attorney), Katy Price (City Clerk), Jason Blake (DPS Director), Sam Fry (EDC Coordinator), Scott Hephner (HCPD), Dan Poole (HCFD), Brandon Janes (I.T.), Jessica Miller, Russell Miller, CJ Toncray, Scott Session, Shannon Gainer, Maggi Monroe, Jeramy Monroe and Robert Eichler.

Approval of Agenda

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

All ayes. Motion carried.

Public Comment

Shannon Gainer, 134 S. Howell St., commented on the fee schedule. Specifically the beach admission increase and she spoke on the airport.

Jack McClain, Hillsdale Township, commented on the sale of property on Union St.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of July 11, 2024: \$418,606.32
 - 2. Payroll of July 18, 2024: \$206,232.08
- B. City Council Minutes of July 15, 2024
- C. Finance Minutes of July 15, 2024
- D. Board of Review Minutes of July 2024
- E. Airport Advisory Committee Minutes of July 13, 2024
- F. Traffic Control Order for Hillsdale College Freshman Convocation
- G. Hillsdale American Legion 53 Fun Walk/Run

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

All ayes. Motion carried.

Communications/Petitions

- A. Hillsdale Senior Center Verbal Update- Maggi Monroe
- B. Dial-A-Ride Bus Advertising Flyer
- C. Hillsdale Municipal Airport Fly-in Flyer
- D. Comcast Programming Letter
- E. Lawrence Peter Email
- F. MERS Annual Actuarial Report
- G. Hillsdale County Commissioner Update – Doug Ingles

Maggi Monroe, Senior Center Director reported on programs and services the Center offered this past year.

Commissioner Ingles, scaffolding is coming down from the Courthouse. Things are moving in a good fashion and reminded everyone to get out and vote tomorrow, Tuesday, August 6, 2024.

Introduction and Adoption of Ordinances/Public Hearings

- A. Intro to Adoption: Amend Section 18-172 Article II, Division 6 of Chapter 18 (Land Divisions/Subdivisions)

Alan Beeker, Zoning Administrator reported in order to encourage new single family housing in the City, the Planning Dept. acknowledged that the definition and requirements for dwellings were not realistic considering current construction costs. The Planning Commission has revised the dwelling requirements in Sec. 18-172.

Motion by Councilman Paladino, support by Councilman Vear to amend Section 18-172 Article II, Division 6 of Chapter 18 (Land Divisions/Subdivisions). **Ordinance 2024-07.**

All ayes. Motion carried.

- B. Intro to Adoption: Amend Section 36-5 Article I, Chapter 36 of Zoning Code (Dwellings)

Alan Beeker, Zoning Administrator reported in order to encourage new single family housing in the City, the Planning Dept. acknowledged that the definition and requirements for dwellings were not realistic considering current construction costs. The Planning Commission has revised the dwelling requirements in Sec. 36-5.

Motion by Councilman Paladino, support by Councilman Vear to amend Section 36-5 Article I, Chapter 36 of Zoning Code (Dwellings). **Ordinance 2024-08.**

All ayes. Motion carried.

Old Business

- A. Temporary TCO 2023-29

Police Chief Hephner, reviewed on July 13, 2023 a temporary traffic control order was issued authorizing the placement of stop signs for both north bound and south bound traffic on N. West Street at the intersection of Fayette Street. No issues were reported. Police department is looking to make it a permanent TCO.

Motion by Councilman Socha, support by Councilwoman Pratt to approve TCO 2023-29 as permanent. **Resolution #3611.**

All ayes. Motion carried.

New Business

- A. Capital Improvement Plan (Resolution)

Alan Beeker, Planning Administrator reported as part of Michigan Public Act 33 of 2008, the City is required to have a Capital Improvement Plan (CIP) that is updated annually. In addition to the City

Master Plan, the CIP is a coordinated spending plan that helps the City implement the adopted Master Plan along with other long-range physical goals. After meeting with City Department Heads and consolidating information. The plan must be reviewed by the City Planning Commission and the public must have an opportunity to review the plan at a public hearing.

The City Planning Commission held a public hearing during their regular meeting on July 17, 2024. Following the public hearing, the Commission moved to send the 2024 Capital Improvement Plan to City Council with a recommendation to adopt.

Motion by Councilman Vear, support by Councilman Socha to approve the Capital Improvement Plan as presented. **Resolution #3612.**

All ayes. Motion carried.

B. Dial-A- Ride Student Rates

In January 2024 Council approved a Resolution of Intent that is required by the Michigan Department of Transportation (MDOT) as part of the application process for the anticipated 2024-2025 budget, in the amount of \$399,646. The approved resolution reflected that the City would receive 18% (\$71,936) from Federal Sources, 40.2993% (\$161,055) from state sources. The remaining 41.7007% would come from local ticket fares (\$45,000) and the City's General Fund (\$121,655).

On March 8, 2024, the City was notified that the reimbursement percentages that were included in the FY 2025 annual application instructions (40.2993%, provided by MDOT) were not the adjusted percentages (approximate 30.9021%) that were calculated to reflect the reduction of a onetime funding that was previously included in the 2024 budget. Unfortunately, the error was not realized until MDOT received budgets from many municipalities. MDOT sent a final estimate on July 24, 2024 of a reimbursement rate of 35.0085%. (5.2908%, \$21,144.74 decrease).

To help offset previous estimated 9.397% (\$37,000) decrease in the States reimbursement rate, a \$0.50 increase to all current Dial-A-Ride (DART) fares was approved in the 24/25 fiscal year budget. The increase would help fund the shortfall by an estimated \$13,385.50 (please see attached sheet for previous and new rates).

During the process of evaluating rate increases, it was found that riders that are utilizing DART services for Will Carleton Academy were paying in town rates (\$1.50) instead of the out of town rate (\$2.25).

DART services an average of 15-30 (30-38 fares) students per day, pending activities, programs etc., with an estimated revenue to Dial-A-Ride of \$45-\$57, with many fares paid for by the school or other organizations for riders (fares) going to activities, programs, etc. throughout the day. DART spends an average of 3.25 hours daily to service the request to and from Will Carleton. Due to the low clearance of the Hallett St. bridge all trips to Will Carleton, Three Meadows, etc. must be routed around to Lake Wilson Rd, causing additional delays and time spent. Due to cost of running the buses (\$67.42 per hour per bus), increased general fund contributions (from \$121,655 to \$142,799) and outside of city limits and time spent for service, fare rates were adjusted to the out of town rate in addition to the \$0.50 increase. DART fare increases, in addition to Will Carleton's out of town increase, were presented and discussed at the June 25, 2024 Public Service Committee Meeting. No action was taken but during discussion, in an attempt to keep fares as low as possible and to fund the remaining shortfall, the City is also looking into renting advertisement space on three of the DART buses.

Due to the lack of ridership, operational cost and with Meijer being located within DART's regular service area, City Staff, in addition to the Public Service Committee, recommended to eliminate Walmart trips from DART's Out of Town Service with the exception of November and December if needed.

Lengthy council discussion ensued.

No action taken.

C. Parking Lot Preservation Project

City owned parking lots are on a 5 year cycle to clean pavement cracks and apply over band crack filling in addition to applying two coats of sealer and reestablishing existing pavement markings.

Sealed bids were returned and opened on July 8, 2024 with the following bids:

- K& B Asphalt \$101,052.80
- Wolverine Sealcoating \$33,190.00
- Thompson Construction Co. \$77,080.00

Parking lots Included in Project: Parking Lot F – 39 N. Manning St.

- Parking Lot I – 11 N. Manning St.
- Parking Lot K – 20 North St.
- Field of Dreams – 3000 N. Hillsdale St.
- DNR Boat Launch – Waterworks Ave.
- Owens Park – Waterworks Ave.
- Kekoose Park – 25 Logan St.

Motion by Councilman Stuchell, support by Councilman Socha, to approve the contract to the lowest bidder Wolverine Sealcoating in the amount of \$33,190.00.

Roll Call:

Councilwoman Pratt	Aye
Councilman Stuchell	Aye
Councilman Wolfram	Aye
Councilman Vear	Aye
Mayor Stockford	Aye
Councilman Socha	Aye
Councilman Paladino	Aye

Motion passed 7-0

D. Pavement Marking Project

The Department of Public Services and the City Engineer solicited bids for applying 353,026 LF of pavement markings (lane lines) throughout the city. Pavement markings are traditionally budgeted and installed biannually.

Sealed bids were returned and opened on July 8, 2024 with the following bids:

- M & M Pavement Markings Inc. \$38,271.42
- PK Contracting \$35,338.76

Motion by Councilman Socha, support by Councilwoman Pratt, to approve the contract to the lowest bidder PK Contracting in the amount of \$35,338.76.

Roll Call:

Councilwoman Pratt	Aye
Councilman Stuchell	Aye
Councilman Wolfram	Aye
Councilman Vear	Aye
Mayor Stockford	Aye
Councilman Socha	Aye
Councilman Paladino	Aye

Motion passed 7-0

Miscellaneous Reports

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

General Public Comment

Shannon Gainer, 134 S. Howell St., commented on the Capital Improvement Plan, The airport and Hillsdale College as well as Dial-A-Ride services as she expressed her displeasure for it.

Scott Sessions, 102 Cold Springs Circle, commented on the Mayor’s article for the Hillsdale Collegian, the mayor accepting donations for his campaign and a political donation process.

Robert Eichler, Scipio Township, commented on the millages as he is not in favor of them.

Matt Kniffin, W3, commented on the Capital Improvement Plan and special assessments.

Russell Miller, 9 Lake St., thanked Council for looking at his driveway a few weeks ago.

City Manager Report

None.

Council Comment

Councilman Socha took offense to Mayor campaign donation comment previously made in public comment.

Councilman Paladino commented on the sale of the Union Street property.

Adjournment

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

By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:33 p.m.

Adam Stockford, Mayor

Katy Price, City Clerk

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: August 5, 2024

Time: 6:30 PM

PRESENT:

COMMITTEE: Gary Wolfram, Bruce Sharp

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

PUBLIC: None

BOARD OF PUBLIC UTILITIES AND CITY OF HILLSDALE ACCOUNTS PAYABLE
INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE

Questions asked on Invoice Distribution Report by Finance Committee:

Fund 101

Department 336: Additional work besides oil change

Fund 202

Department 900: Consultant inspection of materials for St. Joe/Griswold project. Required for grant

Fund 271

Department 790: Security software for public computer at library

Fund 582

Department 175: Software for BPU

Department 543: Two separate weeks of training

Fund 291

Department 000: Part of Westwood project

Motioned by Sharp seconded by Wolfram to approve.

Motion passed 2-0.

Motioned by Wolfram and seconded by Sharp to adjourn.

Motion passed 2-0.

Adjournment 6:38 PM

Minutes prepared by Gary Wolfram



**Cemetery Board
Minutes**

**2nd Floor Conference Room
City Hall**

August 7, 2024
2:00p.m.

Call to Order:

The meeting was called to order by Jason Blake at 2:02 p.m.

Board members present:

DPS Director Jason Blake, Richard Smith, Carol Lackey, Joanne Miller, John Barrett

Board members absent:

None

Also present were:

Cemetery Sexton Frank Engle, Deputy City Clerk Michelle Loren

APPROVAL OF MINUTES

Motion by Miller, seconded by Barrett, to approve the May 1, 2024 Cemetery Board meeting minutes.

All ayes, motion carried.

PUBLIC COMMENT

None

OLD BUSINESS

None

NEW BUSINESS

A. MAMC Conference in Frankenmuth, Michigan August 14-16

Frank Engle gave an overview of what the conference entails highlighting the benefits of the networking with other communities. He also made mention of the vendors that will be present.

The topic of the GPR (ground penetrating radar) was brought up as a result of the overview.

Miller inquired about cost to which \$15-20,000 was the response. Miller stated she has grant writing experience and would be happy to pursue a grant. The board welcomed the idea and were in agreement that a grant would be a good option. Engle stated he would gather the most current information about the GPR at the MAMC conference and get with Miller with that information.

B. Lakeview expansion updates

Sexton Frank Engle reported 1 grave newly occupied, 9 graves sold and 2-4 prospective sales in the new addition and 4 sold graves in the original section of the cemetery. Engle went on to report that tree planting would begin in spring, 2025 in both Lakeview and Oak Grove cemeteries.

C. Sending Previous Recommendation to Council

DPS Director Jason Blake reported that a motion had the Cemetery Board had passed a height restriction on grave markers at the October 6, 2021 board meeting, however; it was not sent to Council for approval and inclusion in the Cemetery Rules and Regulations. Blake recommended the recommendation be sent to Council for approval and inclusion in the Cemetery Rules and Regulations.

Motion by Miller, support by Barrett, recommendation of *“set four feet high Restrictions on grave markers and anything over four feet will need to come to the Board for approval”* with amended language to include “Cemetery” Board be sent to Council for approval and inclusion in the Cemetery Rules and Regulations.

All Ayes. Motion carried.

ADJOURNMENT

Motion by Miller, support by Smith, to adjourn.

All Ayes.

The meeting adjourned at 2:33 p.m.

Respectfully submitted,

Michelle Loren, Deputy Clerk

COMMUNITY DEVELOPMENT COMMITTEE

PLACE: CITY HALL COUNCIL CHAMBERS

DATE: August 7, 2024

TIME: 5:00 PM

PRESENT: Tony Vear and Cindy Pratt

ABSENT: Gary Wolfram

STAFF: David Mackie, City Manager and BPU Director, Sam Fry, Marketing
And Economic Development

PUBLIC: Tim Wells on behalf of Hillsdale College and Bruce Sharp

APPROVAL OF AGENDA: Motion by Cindy, seconded by Tony, motion passed 2-0

PUBLIC COMMENT:

None

NEW BUSINESS:

- A. Hillsdale College Economic Impact Presentation and Draft Development Agreement
Tim explained the desire for the College to build a 150ish room hotel along with a restaurant to better accommodate the College's functions and educational opportunities the College hosts. Because of the limited rooms in the City, this would enable the College to host a greater number of attendees on their campus. The benefit to the City would be the jobs that would be created in the construction and running the expansion. In order for the College to go forward with this endeavor it would require the City to support any action filed by the College with the Hillsdale County Circuit Court to vacate Galloway Street between N. West Street and Hillsdale Street. In consideration of the City allowing the College to obtain Galloway Street the City would receive \$1,700,000 in an Endowment at the Hillsdale Community Foundation ("HCF") on behalf of the City, creating an annuity for the City. Additionally the City would receive 3 annual payments in the amount of \$100,000. Much discussion ensued with Bruce saying he supported also. Motioned by Tony and seconded by Cindy to send to Council for approval.
- B. Sam on the Economic Development Strategy Discussion and Review. The requirements by the State to review and adjust annually to enable the City to maintain compliance for Grant Funding. Encouraged the committee to review and make suggestions.

Old Business:

None

Motion to Adjourn

Passed 2-0

ADJOURNMENT: 5:50PM

Next Meeting; none scheduled

Minutes prepared by Tony Vear, Chair

City of Hillsdale Agenda Item Summary

MEETING DATE: August 19, 2024

AGENDA ITEM: Consent

SUBJECT: Park Use Agreement – Indiana Outboard Association

BACKGROUND: Michelle Loren, Recreation Director

Indiana Outboard racing Association requests the use of the Owen Memorial shoreline to stage an annual national outboard boating race. The association wishes to use the shoreline of the park to launch their boars and camp again in 2024 as they have done for several years. This is a 3 day event that is open to the public and serves as a great event, free of charge. Racers and their families welcome members of the community to drop by and take a look at the boats and enjoy the racing experience.

RECOMMENDATION:

I recommend Council approve the Park Use Agreement as presented and authorize signatures by the Mayor and Clerk.

**AGREEMENT FOR USE OF PARK
INDIANA OUTBOARD ASSOCIATION
September, 2024**

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (Hillsdale) and Indiana Outboard Association, 761 Courtney Circle, Danville, IN 46144

Preamble

Hillsdale owns and operates a series of parks for the use and benefit of its citizens and members of the general public. Among other things, Hillsdale seeks to promote the use of its parks by providing for and encouraging activities within them that increase their usage by its citizens, as well as bring members of the public from other areas into Hillsdale for the potential economic benefit of the community at large. In doing so, Hillsdale is concerned with regulating the use of its parks so as to reasonably assure that they are not used in a manner that either exposes persons attending activities or who are otherwise present within its parks to unreasonable risks of harm or causes damage to the parks and park facilities.

The Association is an Indiana corporation that promotes and sponsors outboard boat races for its members and authorized participants. The Association has represented that it is a responsible organization and that it has created appropriate regulations and policies by which it regulates participants in the events it promotes and sponsors. The Association also represents that participation in its events is open to all on a nondiscriminatory basis.

Hillsdale has determined that it is in its best interests and the interests of the general public to allow the Association to use Owen Memorial Park as the site from which it may conduct outboard boat races on Baw Beese Lake and the Association has agreed to do so, all in accordance with the following terms and conditions.

Agreement

1. In consideration of the Association's following promises and agreements, Hillsdale agrees to allow the Association to use Owen Memorial Park as a staging site from which it may conduct outboard boat races for its members and other authorized participants on September 6, 7 and 8, 2024, subject to the Association's full compliance with the following terms and conditions.

2. Hillsdale and the Association agree that:
a. the September, 2024 event shall commence not earlier than 7:00 a.m. and end at or before 8:00 p.m. on September 6, 7 and 8, 2024; and

3. The Association agrees to abide by all applicable rules and regulations pertaining to use of parks, inclusive of park closing times, as described in Chapter 24 of the Code of the City of Hillsdale, all restrictions contained in the deed from the Baw Beese Memorial Association and the Last Will and Testament of R. L. Owen, as well as the legal opinion of Lewis I. Loren, attorney at law, dated January 13, 2003, copies of which are attached hereto and incorporated herein by reference.

4. It is further agreed, pursuant to the action of the Hillsdale City Council on August 19, 2024, that on the date of the permitted event, but not otherwise:

a. The Association may erect and use an officials' tent for the purpose of staging, regulating and directing the races and associated activities such as registration of participants, the making of announcements and awards, provided that no attachments of any facilities, tents or other equipment will be made to any paved surfaces within the park; and

b. Parking shall be permitted on the grass during the event times.

c. The Association may occupy twenty (20) campsites during the event pursuant to the terms of a Permit for Temporary Campsite issued by the State of Michigan Department of Environmental Quality and those occupying the campsites are prohibited from disposing or dumping any waste water or sewage. All recreation vehicles must be completely self-contained. Campfires of any type whether on ground or in portable fire pits or other structures are strictly forbidden. All campsites shall be completely vacated and cleaned of all trash and debris no later than 12:00 noon on September 9, 2024.

5. The Association acknowledges that there are no available restroom facilities at Owen Memorial Park during the time of the scheduled events. Accordingly, the Association represents and agrees that, at its sole expense and as a condition precedent to the commencement of either event, it will provide and have in place portable restroom facilities that comply with all applicable health and sanitation codes for each scheduled event in full working order and sufficient quantity to accommodate the needs of its participants and the general public.

6. The Association agrees that it shall remove or cause the removal of any tent or restroom facilities placed by it or on its behalf within the reserved area as soon as possible following the event but in no case later than 12:00 noon on September 9, 2024. The Association further agrees that no attachments for tents or any other facilities will be made to any paved surfaces within the park.

7. The Association agrees that it shall not permit any street or road within Hillsdale's park system at or adjacent to Baw Beese Lake to be blocked or obstructed, nor shall it undertake or permit the obstruction of or interference with members of the general public from the lawful use of any park facilities with the exception of those that the Association specifically and directly occupies under this agreement. Further, the Association agrees to and shall confine its activities solely to Owen Memorial Park and to the surface of Baw Beese Lake adjacent to Owen Memorial Park.

8. The Association agrees and understands that it, at its sole expense, is and shall be solely responsible for the repair and restoration of any damage caused by it and/or its employees, servants or agents to private or public property, whether real or personal, and to leave the premises in a condition equal to or better than existed prior to its use, free from all garbage, trash or other items which are placed or left in the park in conjunction with or as a result of the Association's event.

9. The Association represents that it is a valid Indiana corporation, which is and has been actively engaged in the field of outboard boat racing and the staging of racing events and further represents that it possesses the skill, experience, competence and financial ability to carry

out and fulfill all of its duties and obligations under this contract in a timely and professional manner.

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

11. The Association shall provide Hillsdale with proof of public liability and property damage insurance with coverage that is satisfactory to Hillsdale and limits of liability of not less than a single limit of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, with Hillsdale, its elected officials, officers, employees designated therein as a named insured, which coverage shall be primary coverage rather than any policies and insurance or self-insurance retention that Hillsdale owns or maintains to be and remain in force for the duration of the Associations' presence on and use of Hillsdale's park, such proof to be provided at the time of execution of this Agreement.

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

13. The Association further agrees to and shall defend, indemnify and hold Hillsdale, its elected officials, officers, employees harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses, as a result of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of the negligence, gross negligence or intentional acts or omissions of the Association, its agents, servants, employees, guests, invitees and event attendees which otherwise arise or are claimed to have arisen as a result of the use by the Association of such reserved area or any other area of Hillsdale's parks or roads within them (inclusive of tents or portable bathroom facilities placed by the Association), whether or not such damages or injuries, including death, are caused in part by the negligence of Hillsdale, its elected officials, officers, employees; provided, however, that the Association shall not be obligated to indemnify Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence of Hillsdale.

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

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

- (a) be adjudged bankrupt;
- (b) become insolvent or have a receiver of its assets appointed;
- (c) make a general assignment for the benefit of creditors;

- (d) default in the performance of any obligation under this contract;
- (e) breach any covenant under this contract;
- (f) institute or suffer to be instituted any procedures for reorganization of its affairs;
- (g) fail to perform any of its obligations to Hillsdale under this contract to Hillsdale's satisfaction.

Provided, however, that the Association's indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be provided to the Association in writing and shall be delivered by ordinary first class mail or personal service to the following person at the following address: Josh Kimble, Indiana Outboard Association, 761 Courtney Circle, Danville, IN 46144

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

17. The parties agree that there are no other representations, inducements, promises or agreements between them, whether oral or written, except as provided in the attached Exhibit A.

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

City of Hillsdale

Indiana Outboard Association

Adam Stockford, Mayor
Dated: August ____, 2024

Josh Kimble, Board Member
Dated: September ____, 2024

Katy Price, Clerk
Dated: August ____, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HAWK RACE CONSULTANTS, LTD. "MOTORSPORTS INSURANCE SPECIALISTS" 1600 STEWART AVE. PH-702 WESTBURY, NY 11590		CONTACT NAME: RICHARD H FELSEN	
		PHONE (A/C, No, Ext): 516-466-9760 FAX (A/C, No): 516-466-9663 E-MAIL ADDRESS: HAWKRACE@AOL.COM	
INSURED AMERICAN POWER BOAT ASSOCIATION INDIANA OUTBOARD ASSOC. 4202 S FLORIDA AVE LAKELAND, FL 33813	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FIREMANS FUND INS CO.	A+XV	
	INSURER B: US FIRE INS CO.	A+XV	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: SANCTION #13966**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WOS, NC APPLICABLE <input checked="" type="checkbox"/> CONTRACTUAL APPL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	Y	UST-003829230 **PER EVENT AGGREGATE	12:01 AM 12-1-23	12:01 AM 12-1-24	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ **5,000,000. PRODUCTS - COMP/OP AGG \$ 5,000,000. PART LGL LIAB \$ 1,000,000.
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UST-016137231 UST-027328242	12:01 AM 12-1-23 1-3-24	12:01 AM 12-1-24 12-1-24	EACH OCCURRENCE \$ 4,000,000. AGGREGATE \$ 4,000,000. OCCURRENCE/AGG \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PARTICIPANT ACCIDENT			US-2063560	12:01 AM 12-1-23	12:01 AM 12-1-24	\$10,000. AD & D \$10,000. EXCESS MED. \$1000 DED. \$3,000/\$3,000. NON MEMBER

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

1ST ANNUAL FRANK DODGE MEMORIAL REGATTA

EVENT DATE: 9-6-24 TO 9-9-24

CONDUCTING CLUB: INDIANA OUTBOARD ASSOC.
SANCTION ID: 13966 - HILLSDALE, MI BAW BEESE LAKE

CERTIFICATE HOLDER IS ADDL. INSURED, BUT ONLY RESPECTS TO OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITY OF HILLSDALE
97 NORTH BROAD STREET
HILLSDALE, MI

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Hillsdale

Agenda Item Summary

MEETING DATE: August 19, 2024

AGENDA ITEM: Consent Agenda

SUBJECT: Hillsdale BPU Automated Doors

BACKGROUND PROVIDED BY STAFF: Kelly LoPresto, BPU Office Manager

Project Background: Kelly LoPresto, Office Manager

In September 2023 the Department of Public Services received two bids to install new Automated Door Openers on the BPU main entry doors. Installation of Automated Door Openers will improve ADA access into BPU. The BPU budget at the time did not allow for installation at that time. The approved budget for this fiscal year does allow for the work to be done. Clark Electric is honoring the price as it was in September 2023 for \$11,200.00.

RECOMMENDATION:

Hillsdale BPU Board supports award for installation of Automated Doors at Hillsdale BPU to Clark Electric in the amount of \$11,200.00.



Clark Electric, Inc.

187 Uran Street
Hillsdale, MI 49242

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

7/24/24

City of Hillsdale
97 North Broad Street
Hillsdale MI 49242

RE: Automatic Door Openers.

Dear; Kelly

We propose to supply material and labor to complete the following Electric installation at the BPU building located at 45 Monroe Street.

- Supply and install (2) new Automated Door Openers on the Main Entry Doors.
- Supply and install a new 120v circuit from the existing Panel in the basement to serve the new openers.

The total cost for this project would be \$11,200.00.
(Eleven Thousand Two Hundred Dollars)

If you have any questions please call.

Respectfully Submitted,

Dewey Rogers

Dewey Rogers
Clark Electric Inc.

2023



City of Hillsdale, Michigan BID SHEET

Project: CITY HALL AUTOMATED DOORS

Date: SEPT 6, 2023

2PM

Company	Base	BOND	TOTAL:
CLARK ELECTRIC		✓	15,500.00
TOLEDO MIRROR & GLASS		✓	16,844.00

ADD
\$11,200.00
\$12,200.00

City of Hillsdale

Agenda Item Summary

Meeting Date: August 19, 2024

Agenda Item: Consent Agenda

SUBJECT: Power Line VMI (Managed Inventory System) Contract Extension

BACKGROUND PROVIDED BY: Electric Superintendent Hammel

The HBPU electric department has been using Power Line's VMI system for purchasing inventory since approved by the board in 2019. The contract grants exclusivity on all of our materials with the exception of poles, transformers, wire, meters, and switches. This agreement has worked well and allows us to minimize inventory levels due to quick, efficient, and cost effective restocking. Power Line operates their own trucking and comes to Hillsdale every Thursday to pick up and deliver. Materials are purchased in large quantities and stocked 7 warehouses in Michigan, and 22 in the Midwest.

Staff randomly spot checks pricing on common items throughout the year to ensure we are continuing to receive competitive pricing.

The proposed contract renewal is exactly the same, with one exception. The markup will increase from 7% above cost to 10%. Power Line has cited "*market volatility and rise in material, freight, fuel & shipping costs that are beyond Power Line Supply's control*" for the increase in cost.

It should be noted that Power Line has held the 7% markup for 5 years without any increases.

RECOMMENDATION:

Hillsdale BPU Board supports award of the contract with Power Line as presented.

Hillsdale BPU Board Agenda Item Summary

Meeting Date: August 13, 2024

Agenda Item: Action Item

SUBJECT: Power Line VMI (Managed Inventory System) Contract Extension

BACKGROUND PROVIDED BY: Electric Superintendent Hammel

The HBPU electric department has been using Power Line's VMI system for purchasing inventory since approved by the board in 2019. The contract grants exclusivity on all of our materials with the exception of poles, transformers, wire, meters, and switches. This agreement has worked well and allows us to minimize inventory levels due to quick, efficient, and cost effective restocking. Power Line operates their own trucking and comes to Hillsdale every Thursday to pick up and deliver. Materials are purchased in large quantities and stocked 7 warehouses in Michigan, and 22 in the Midwest.

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The proposed contract renewal is exactly the same, with one exception. The markup will increase from 7% above cost to 10%. Power Line has cited "*market volatility and rise in material, freight, fuel & shipping costs that are beyond Power Line Supply's control*" for the increase in cost.

It should be noted that Power Line has held the 7% markup for 5 years without any increases.

RECOMMENDATION:

Staff recommends approval with discussion by the HBPU Board.

City of Hillsdale
Agenda Item Summary

MEETING DATE: August 19, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Water Meter Order

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

Project Background:

We use Badger water meters for all of our water metering, SLC Meter is the only distributor for our area and where we have ordered from historically. This order is to maintain stock and allow staff to replace outdated meters currently in service. Staff budgeted \$80,000 in the CIP for this and a future order.

RECOMMENDATION:

Hillsdale BPU Board supports award of the quotation from SLC Meter, LLC. at a cost of \$41,964.55.

SLC Meter llc
 3285 West Lapeer Rd.
 Auburn Hills, MI 48326

Ph. 248-625-0667
 Fx. 248-625-8650
 www.slcmeter.com



QUOTATION

Date	Quote #
7/22/2024	41363

Name / Address
HILLSDALE BOARD OF PUBLIC UTILITIES P.O.BOX 279 45 MONROE STREET HILLSDALE, MI 49242

Ship To
HILLSDALE BOARD OF PUBLIC UTILITIES 45 MONROE STREET HILLSDALE, MI 49242

Project Name	Expires on	Terms	Rep	Entered by
	8/21/2024	Net 30	ASB	ASB

Item	Description	Qty	Unit Price	Total
BM-E23-POLY-G	5/8" X 3/4" BADGER E-SERIES METER W/POLY BODY IN GALLONS WITH HRE/LCD REGISTRATION W/25' TWIST TIGHT CONNECTOR	75	193.75	14,531.25
BM-E4-POLY-G	1" BADGER E-SERIES METER W/ POLYMER BODY, HRE/LCD REGISTRATION IN GALLONS W/ 25' TWIST TIGHT CONNECTOR	60	262.28	15,736.80
BM-E7-G	2" BADGER E-SERIES METER W/ US GALLON HRE-LCD REGISTRATION, FLANGED, 316 STAINLESS 17" LONG W/ 25' TWIST TIGHT CONNECTOR	10	1,036.78	10,367.80
MT-FLBK-2-NL	2" BRONZE FLANGE KIT.INCLUDES 2 FLANGES 4 BOLTS AND NUTS AND 2 GASKETS NO LEAD	10	132.87	1,328.70

Please note the purchase and payment terms of SLC Meter llc. Written acceptance of this quotation is needed to order materials. All special order items have a 30% restocking fee. Please go to www.slcmeter.com for further details.	Sales Tax (0.0%)
	Total \$41,964.55

Thank You!

City of Hillsdale
Agenda Item Summary

MEETING DATE: August 19, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Eaton C2SXD Electric Meter Purchase

BACKGROUND PROVIDED BY STAFF: Brandon Janes, Technical Services

Purchase Background:

The BPU needs to place an order for 48 C2SXD electric meters. These meters are the standard residential meter and will be used to replace existing meters that can fail over time and are also used for new electric service installs in our ever growing grid.

These 48 meters come in at \$11,232.00 shipped (\$225.00 ea) and have an expected ship date of December 2024.

RECOMMENDATION:

Hillsdale BPU Board supports to purchase the forty-eight (48) C2SXD Itron electric meters from Eaton/Cannon Technologies in the amount of \$11,232.



Powering Business Worldwide

Customer Quotation

Cannon Technologies, Inc.
3033 Campus Drive - Suite 350N
Minneapolis, MN 55441
Phone: (763)-595-7777
Fax: (763)-543-7777

Quotation Number Date
23807251 07/23/2024
Cust. purchase order no. Cust. no.
072324 CGV 60938
Prepared By
Cinthy Sarahi Geha
Validity period
07/23/2024 to 08/23/2024
Sales Representative
900007966 / DAN SCRIMA
Customer Service Contact
SARAH GEHA

Sold-to address

HILLSDALE BOARD OF PUBLIC UTILITIES
ATTN ACCOUNTS PAYABLE
45 MONROE STREET
HILLSDALE MI 49242-1236
US

Ship-to address

HILLSDALE BOARD OF PUBLIC UTILITIES
45 MONROE STREET
HILLSDALE MI 49242-1236
US

Incoterms: Pre-Paid FOB PLANT
Payment Terms: Net 30 Days

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item	Catalog Number					
	Cust.Material Number					
10	48	EA	RFN IT C2SXD 2S CL200 240V SN&L 420-ITC202SC101903 ITRON PN M320500 Commodity code 9028300000 Lead time 23 week. ARO.	420-ITC202SC101903	225.00	10,800.00
				48.000 Country of origin US Z913		
Product Subtotal						10,800.00
Cannon Frt Chg						432.00
Final amount in USD						11,232.00



Powering Business Worldwide

Cannon Technologies, Inc.
3033 Campus Drive - Suite 350N
Minneapolis, MN 55441
Phone: (763)-595-7777
Fax: (763)-543-7777

Customer Quotation

Page 2 of 4

Quotation no./Date

23807251 / 07/23/2024

Sales Contact: OPEN (MARIFÉ URRUTIA COMAS) / 414-336-8684

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related

payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for reasonable termination charges, including all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force

Terms and Conditions

Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products including all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CPS 04092020

20. Epidemic

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

City of Hillsdale
Agenda Item Summary

MEETING DATE: August 19, 2024

AGENDA ITEM: Consent Agenda

SUBJECT: DEED Grant/Text Message Notification System

BACKGROUND PROVIDED BY STAFF: Kelly LoPresto, BPU Office Manager

Project Background:

Hillsdale BPU was awarded a DEED Grant from American Public Power Association (APPA) in the amount of \$4,260.00. The grant is to implement a text message notification system to improve communication with our customers. The app will allow us to communicate with customers regarding road closures, boil water advisories, outages, and other utility-related emergencies in a more efficient and effective manner. The cost to implement the text message system is a one year contract in the amount of \$4,260.

RECOMMENDATION:

Hillsdale BPU Board supports award of the DEED Grant from APPA in the amount of \$4,260.00 and implementation of the messaging notification system for one year in the amount of \$4,260.00.

City of Hillsdale, MI

Citizen Notifications & Alerts

June 20, 2024

Prepared By:

Kevin Strauss, Director of Sales

(631) 861-5812

Kevin@GoGovApps.com

Prepared For:

Kelly LoPresto

Administration

klopresto@hillsdalebpu.com

Subscriptions & Services

Description	Amount
GONotify Citizen Notifications & Alerts (Notify) - Unlimited Subscription	\$4,260 /year
Services: \$0 Annually: \$4,260	

Order Details

Primary Contact			
Contact Name:		Phone:	
Title:		Email:	

Billing Information			
Contact Name:		Phone:	
PO #: (Optional)		Email:	

Contract Term Information	
Initial Subscription Period:	12 months starting:

Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the "Special Terms & Exceptions" section.

1. **IMPORTANT NOTICE TO USER:** GOGov, Inc. (dba "GOGov") owns all intellectual property in the software products listed in the Products and Services section (collectively "Software" or "Subscription Services") in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this "Agreement") will be effective as of the date of last signature of the Order Form ("Effective Date") and will be governed by the laws in force in the State of New York.
2. **Software License.** The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by GOGov as long as you are a current subscriber and maintain your annual continued services for the applicable licenses. Except as expressly set forth herein, GOGov disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.
3. **Continued Services**
 - 3.1 *Hosting.* GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
 - 3.2 *Ownership of Data.* All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer's data without additional charge through a downloadable zip file provided the customer is current on payments.
4. **Payment Terms & Fees**
 - 4.1 *Subscription Term and Termination.* The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer's subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at Billing@GOGovApps.com not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.
 - 4.2 *Payment Terms.* Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are NET 30 Days from the invoice date.
 - 4.3 *Taxes & Obligations.* In exchange for its use of the Subscribed Services, Customer will pay to GOGov the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If GOGov has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless GOGov is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. GOGov is solely responsible for taxes assessable against it based on its income, property and employees.
 - 4.4 *Convenience Fees.* For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed 50% of the annual contract value at the point in time when the circumstances came about to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.

6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact Support@GOGovApps.com to have objections considered.
7. **Other Provisions**
 - 7.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.
 - 7.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
8. **Special Terms & Exceptions.** None.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

GOGov, Inc.

City of Hillsdale, MI

Sign:

Name: Daryl Blowes

Title: CEO

Date:

Sign:

Name:

Title:

Date:

Additional Customer Signatures (Optional)

Sign:

Name:

Title:

Date:

Sign:

Name:

Title:

Date:

City of Hillsdale
Agenda Item Summary

MEETING DATE: August 19, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: WTP High Service Pump 1 VFD

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

Project Background:

There are 4 high service pumps at the water treatment plant. We have replaced 3 of the 4 variable frequency drives to date. This will replace the final VFD on pump one. The old drives are no longer supported with parts nor service. We used Utilities Instrumentation Service for the previous drives. Funds will come from our high service line item in this budget.

RECOMMENDATION:

Hillsdale BPU Board supports award of the quotation from UIS Scada at a cost of \$24,351.00.



Date	July 30, 2024	Customer	Hillsdale BPU	To	Jeff Gier
Description	WTP High Service Pump 1 VFD Replacement				
Quote #	240247R				
Estimator	Ken Wesley	Email	ken.wesley@teamuis.com		

Scope of Work	Cost
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Furnish and install one (1) Allen Bradley Power Flex 400 100HP VFD with remote HIM at High Service Pump #1.

Provide programming and startup services.

Note: Existing enclosure and line reactor to be used for installation.

Total: \$24,351.00

UIS SCADA Approved by

Date July 30, 2024

Please make Purchase Orders/Subcontracts out to: UIS SCADA, Inc. and reference Quote #240247R

Client Acceptance when the Client will not be providing a PO or Contract to UIS SCADA, Inc.

Client authorizes Utilities Instrumentation Service, Inc. to proceed with the work and agrees to comply with the attached Terms and Conditions.

Client Acceptance

Signature

Name

Title

Date

Exclusions and Clarifications

Pricing includes only the items listed above; anything not explicitly listed above is not included in our proposed scope of work.

Our quote is based on straight time during normal hours of 7:00 A.M. to 3:30 P.M., Monday through Friday, unless specified otherwise.

Our price is valid for thirty (30) days, after which time UIS SCADA, Inc. reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, Inc. and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA, Inc.

Team UIS - TERMS AND CONDITIONS

1. Offer. These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) and software as a service ("SaaS Services") provided to Client under an Order Confirmation with Utilities Instrumentation Services, Inc., Utilities Instrumentation Services – Ohio, LLC., UIS SCADA, Inc., and/or UIS Renewable Power, Inc., as applicable ("Team UIS"). These Terms are incorporated into each Order Confirmation issued by Team UIS to a Client of such products or services ("Client"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Client after the Client has submitted an order to Team UIS. The Order Confirmation constitutes Team UIS's offer to the Client identified in the Order Confirmation to sell the products and/or provide the services identified in the Order Confirmation ("Products" and "Services", respectively) and otherwise to enter into the agreement that the Order Confirmation and these Terms describe (the "Agreement"), and the Order Confirmation and these Terms shall be the complete and exclusive statement of such Agreement.

2. Acceptance. A contract is formed when Client accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to the Agreement and shall not include any terms and conditions contained in Client's purchase order or similar document. Notwithstanding any contrary provision in Client's purchase order or other acceptance document or similar document, delivery of Products, performance of Services or commencement of Services by Team UIS shall not constitute acceptance of Client's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Agreement.

3. Prices. Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging, or transportation charges; and (b) prices do not include any applicable taxes.

Team UIS
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power
Utilities Instrumentation Service-Ohio

4. Payment Terms. Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Team UIS's invoice. Credit and delivery of Products shall be subject to Team UIS's approval. The Client shall pay Team UIS for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Client disputes any portion of an invoice, the Client shall notify Team UIS, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of the dispute, and pay when due any portion of the invoice not in dispute. Failure to provide such notification shall constitute acceptance of the invoice as submitted. If Client fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Team UIS may at any time, without waiving any other claim against the Client (including lien rights) and without thereby incurring any liability to the Client, suspend or terminate the Order Confirmation. Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its affiliates any amounts due or to become due to Team UIS or its affiliates, whether arising under the Order Confirmation, any related purchase order or any other agreement.

5. Shipping and Delivery. All sales of Products are F.O.B. Team UIS's plant unless otherwise specified in the Order Confirmation. Responsibility of Team UIS shall cease upon delivery to and receipt of the Products by a common carrier at which point Client will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Client's accelerated delivery schedules shall be the responsibility of Client. Deliveries of orders placed by Client may be changed, deferred or canceled only upon specific agreement in writing by Team UIS and Team UIS may condition such agreement upon Client's assumption of liability and payment to Team UIS for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Team UIS is liable by reason of commitments made by Team UIS to its suppliers; and (c) any other loss, cost or expense of Team UIS as a result of such change, deferment or cancellation.

6. Proprietary Materials. Team UIS shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible (including software and SaaS Services), furnished by Team UIS in connection with or under the applicable Order Confirmation ("Proprietary Materials"). No Proprietary Materials created by Team UIS in connection with an Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses. Team UIS does not grant to Client any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. SaaS Services. A. Team UIS will provide Client with the SaaS Services, and allow Authorized Users to access the SaaS Services in connection with Client's use of the SaaS Services, as set forth in the applicable Order Confirmation. Prior to obtaining access to the SaaS Services, Client shall ensure that Authorized Users are registered in the SaaS Services with a unique User ID and a unique password. For purposes of this Agreement, "Authorized Users" means individuals who are authorized to use the SaaS Services pursuant to this Agreement or as otherwise defined, restricted or limited in an Order Confirmation, for whom subscriptions to SaaS Services have been procured, and who have been supplied user identifications and passwords by Client (or by Team UIS at Client's request). Authorized Users may include Clients' employees and Clients' agents and third-party contractors and their employees authorized by Client and/or approved by Team UIS to access the SaaS Services. **B.** Client is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Authorized Users may only use the SaaS Services during the term of the applicable Order Confirmation. **C.** Except as otherwise explicitly provided in this Agreement, Client and its Authorized Users will not, and will not permit third parties to: (a) use the SaaS Services except as expressly authorized in this Agreement; (b) access or use the SaaS Services to circumvent or exceed the applicable restrictions; (c) use any device, software, or routine that interferes or disrupts any application, function, or use of the SaaS Services; (d) copy, modify, translate, transmit, reproduce, distribute, republish, display, frame, or mirror the SaaS Services, except as permitted by this Agreement; (e) decompile, reverse-compile, disassemble, reverse-engineer or otherwise reduce to human-perceivable form all or any part of the SaaS Services or any part of the SaaS Services or otherwise attempt to discover any source code or create derivative works of the SaaS Services or any part of the SaaS Services; (f) rent, lease, resell, sublicense, or otherwise permit third parties to access or use the SaaS Services; (g) use the SaaS Services to provide services to third parties (e.g., as a service bureau or to otherwise provide data processing services to third parties); (h) circumvent or disable any security or other technological features or measures of any SaaS Services or any part of the SaaS Services; (i) use the SaaS Services to build a similar or competitive product or service; (j) create user accounts under false or fraudulent pretenses; (k) except as provided in an Order Confirmation, create shared or generic identifications and passwords to any SaaS Services; (l) use the SaaS Services in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (m) use the SaaS Services to send or store viruses, worms, time bombs, trojan horses, or other harmful or malicious code, files, scripts, agents or programs; (n) access the SaaS Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (o) remove, alter or obscure any of the intellectual property rights notice(s) or restrictive legend(s) embedded in or that Team UIS otherwise provides with the SaaS Services; (p) interfere with or disrupt the integrity or performance of the SaaS Services; or (q) obtain unauthorized access to the SaaS Services (including without limitation permitting access to or use of the SaaS Services via another system or tool, the primary effect of which is to enable input of requests or transactions by other than Authorized Users). **D.** Client shall at all times: (a) provide Team UIS with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Team UIS in order to provide the SaaS Services, including, but not limited to, providing Client materials and security access, information, and software interfaces to Client's business applications; (b) provide such personnel assistance as may be reasonably requested by Team UIS from time to time; and (c) carry out in a timely manner all other Client responsibilities set forth in this Agreement. In the event of any delay in Client's performance of any of the obligations set forth in (a), (b) or (c), or any other delays caused by Client, Team UIS may adjust its performance as reasonably necessary to account for such delays.

E. Client is responsible for complying with any applicable laws relating to its or any Authorized User's use of the SaaS Services including, without limitation, all applicable privacy, electronic communications and data protection laws, rules, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines. Without limiting the generality of the foregoing, Client is solely responsible for: (a) ensuring that Client and Team UIS, acting on Client's behalf, have the right to collect, use and share Client any personal data and related materials via the SaaS Services; and (b) providing adequate notice to, and obtaining any necessary consents as required under applicable laws, with respect to the Client materials and Client intellectual property collected, used and shared by Client, or by Team UIS on Client's behalf, via the SaaS Services. Notwithstanding any other provision of this Agreement, Client or any Authorized User shall not use the SaaS Services to collect, upload, retrieve, transmit, send, or store (i) any information that could directly identify a person, including, without limitation, government issued ID numbers, individual medical or health information (including protected health information under HIPAA), individual financial information, an individual's name (last name plus first name or first initial), or birth date; (ii) security codes, passwords, credit or debit card numbers; (iii) any data that falls under the sensitive or special data definitions of any applicable privacy law or self-regulatory principle; or (iv) any data collected from sites directed to children under the age of sixteen (16) or from children whose age Client knows to be under sixteen (16) in violation of applicable law. Team UIS and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Client materials or Client intellectual property that violate any of the terms of this Agreement or any applicable law. **F.** In connection with the operation of the SaaS Services, Team UIS may collect and analyze data in aggregate and anonymous form with respect to the use and effectiveness of the SaaS Services (the "Aggregate Data"). Client hereby irrevocably authorizes Team UIS to collect data in an aggregate and anonymous form for supporting, improving, and marketing the SaaS Services. Customer acknowledges and agrees that Team UIS will exclusively own all right, title, and interest in and to all Aggregate Data and other analytics and output data generated or provided by Team UIS or the SaaS Services. **G.** Client or Authorized Users providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If Client or any Authorized User provides any Feedback to Team UIS, orally or in writing, Client hereby grants to Team UIS and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the SaaS Services any Feedback. **H.** Team UIS may immediately suspend the SaaS Services if Team UIS reasonably determines that the Client is not materially complying with this Agreement, or Client is using the SaaS Services in a manner that could cause damage to Team UIS's business or reputation, or otherwise reflect unfavorably upon Team UIS, its affiliates, or its partners. Team UIS shall notify the Client promptly following any such suspension taking effect.

9. Design. Team UIS is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Team UIS as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

10. Warranty. (a) Team UIS warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Client understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Team UIS. Team UIS makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Team UIS may, at its sole election, and as Client's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Client shall hold and make available for inspection and testing by Team UIS all Products claimed by Client to be defective. (b) Services provided by Team UIS under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. (c) THE TEAM UIS DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY CLIENT AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TEAM UIS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

11. Liability Limitation. Specific performance shall not be available to Client as a remedy in connection with Team UIS's providing of the Products and/or Services. Monetary damages against Team UIS shall be limited to the dollar amount charged to Client for the applicable order placed by Client and accepted by Team UIS for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from any cause whatsoever, including without limitation: (a) any order placed by Client and accepted by Team UIS or Team UIS's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL TEAM UIS BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON TEAM UIS ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY TEAM UIS AND SPECIFICALLY REFERENCING THIS SECTION.

12. Insurance. Team UIS has in effect commercial general liability, umbrella, cyber, workers compensation, employer's liability, and automobile insurance coverage. A certificate of insurance is available upon request. Customer shall have property and course of construction/builder's risk insurance for the full value of the site including any improvements made pursuant to this Contract and will provide Team UIS with proof of insurance upon request.

13. Termination. In the event that Client fails to perform any of its obligations stated in the Agreement, including the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Team UIS specifying such breach, the Team UIS may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Team UIS: (a) Team UIS shall be relieved of any further obligation to Client (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Client shall be liable to Team UIS for the immediate payment of amounts then billed to date by Team UIS to Client; (c) Client shall purchase and pay Team UIS immediately for all raw materials, components, work in process and finished goods acquired by Team UIS in connection with the Order Confirmation and/or any related purchase orders; and (d) Client shall immediately reimburse Team UIS for all other loss, cost or expense of Team UIS as a result of the termination of the Order Confirmation or any related purchase order.

14. Right of Entry. If applicable, Client shall provide for Team UIS's right to enter the property owned by the Client and/or others in order for Team UIS to perform the Services in the Order Confirmation. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Team UIS and his or her subcontractors harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

Team UIS
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power
Utilities Instrumentation Service-Ohio

15. Force Majeure. Team UIS shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, pandemics, acts of terrorism or war, or acts by third parties, failure of Client to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Team UIS's obligations under the Order Confirmation and any related purchase order shall be suspended and Team UIS shall not have any obligation to provide Client with Products or Services from other sources or to pay or reimburse Client for any additional costs to Client of obtaining substitute Products or Services, nor shall Team UIS be liable for any damages to Client arising from or related to a Force Majeure Event.

16. Governing law. The contract shall be governed by the laws of Michigan

17. Employee Solicitation. Employee Solicitation. Client agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Team UIS directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Team UIS regardless of the circumstances surrounding employee's cause of termination of employment.

18. Indemnification. Client holds harmless, indemnifies, and will defend Team UIS and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, fines and related losses including attorney's fees and expenses to the extent directly or indirectly caused by Client's (including those acting on behalf of Client) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the Agreement between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Team UIS's negligence. Liability per above is not limited by limits of workers compensation coverage.

19. Survival/Entire Agreement/Waiver/Applicable Laws. These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order. The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Team UIS and Client with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Team UIS. Waiver by Team UIS of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Team UIS, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Team UIS of any right. This Agreement is governed by the laws of the State of Michigan, except for its choice of laws provisions.

20. Electronic Signature. THE CONTRACT MAY BE SIGNED OR ACCEPTED ELECTRONICALLY, CONVEYING CUSTOMER'S ACCEPTANCE. COMPLIANCE WITH THE CONTRACT THROUGH ELECTRONIC MEANS INCLUDING, BUT NOT LIMITED TO, EMAIL ACKNOWLEDGEMENT, AND CUSTOMER'S ELECTRONIC SIGNATURE WILL BE DEEMED VALID AND BINDING. IF CUSTOMER CONTESTS THE VALIDITY OF THE CONTRACT BASED ON THE MEANS OF ELECTRONIC OR OTHER FORM OF EXECUTION OR ACCEPTANCE BY THE PARTIES AND THE CONTRACT IS HELD BY A COURT OR ARBITRATOR TO BE VALID, THE CUSTOMER SHALL PAY THE ATTORNEYS' FEES AND EXPENSES OF TEAM UIS ARISING FROM THE CUSTOMER'S CONTEST OF THE CONTRACT'S VALIDITY.

21. Escalation. Any material that has been quoted as a part of this project is calculated based upon current prices. The market for these materials is volatile, and sudden price increases could occur. Team UIS agrees to use its best efforts to obtain the lowest prices possible from our suppliers. However, should there be an increase in the price of materials that are purchased after the execution of contract Team UIS reserves the right to adjust the contract for the increase. Team UIS will provide timely written notice to the Client if this were to occur.

22. Postponement. In the event that the Client postpones the project, Team UIS reserves the right to charge the Client for costs incurred that will cause the project to exceed the original cost estimate. Team UIS will provide timely written notice to the Client if this were to occur.

23. Cancellation. In the event that the Client cancels the work once the work has been scheduled by Team UIS, Team UIS reserves the right to charge the Client as follows:

# of Days Prior to Scheduled Work	Cancellation Fee (% of Contract)
30	5.00%
15	7.50%
7	10.00%
3	15.00%

City of Hillsdale

Agenda Item Summary

Meeting Date: August 19, 2024

Agenda Item: New Business

SUBJECT: Airport Parking Lot Asphalt Overlay

BACKGROUND PROVIDED BY: City Manager / BPU Director Mackie

The Airport has in their 2024-25 budget repairing the asphalt parking lot between the existing terminal and the two corporate hangars. Three quotes were received for the work. After reviewing the quotes, staff is recommending RDK's Asphalt & Sealcoating be awarded the work. RDK's quote is using more asphalt for the work needed and they are a local contractor.

RECOMMENDATION:

City Council award the Airport's asphalt work to RDK's Asphalt & Sealcoating in the amount of \$25,400.

Randy - Diana - Kody Rubin
 3491 Mechanic Rd
 Hillsdale, MI 49242
 Office - 517-437-7551
 rdkasphalt@gmail.com



Proposal & Acceptance

SUBMITTED TO Hillsdale Municipal Airport	PHONE 517-797-4833	DATE 8/1/2024
STREET 1727 Airport Rd	JOB NAME Asphalt Overlay	
CITY, STATE, ZIP CODE Hillsdale, MI, 49242	EMAIL sboyd@cityofhillsdale.org	

For this estimate we would be doing a asphalt overlay. We would be cleaning/prepping the existing asphalt as needed, mill/taper areas as needed for for new asphalt depth blending, and overlaying the areas specified for an average of approximately 2.5" compacted asphalt. When doing a asphalt overlay, reflective cracking could occur in the future, and not responsible for existing water issues.

Asphalt Overlay Estimate: (See Image)

- Areas approximately 27,371sq' (Blue area 14,084sq' - Yellow area 13,287sq')
- Will remove loose material in broken up areas and haul away (if needed)
- To clean vegetation, dirt, debris from areas to be overlaid.
- Will wedge in and repair low areas w/hot mix asphalt commercial base mix as needed.
- Mill/Taper areas needed for overlay to blend into sidewalks, road, concrete and other areas.
- Overlay areas specified w/HMA 448-1 commercial top mix, approximately 3" thickness.
- Will compact new overlaid areas with vibratory roller to approximately 2-2.5" thickness.
- Block off until ready for traffic (Typically Recommend 2-3 days or longer if possible)

Blue area Asphalt Overlay Total: \$25,400.00
Yellow area Asphalt Overlay Total: \$24,600.00

THANK YOU FOR LETTING US BID ON YOUR PROJECT!

We propose hereby to furnish material and labor - In accordance with above specifications. for the sum of: **\$50,000.00**

Payment to be made as followed: **50% down payment before start, balance due at completion** WE ACCEPT A 4% Surcharged will be added

Prices fluctuate, This proposal may be withdrawn if not accepted or job completed within 30 days
 Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

A service charge of 2% per month, which is an annual percentage rate of 24% annually, will be made on all account balances not paid within 30 days of invoice date, together with costs of collection. Any attorney fees due to this contract to be paid by customer.
 Note: This proposal may be withdrawn by RDK'S at any time for any reason

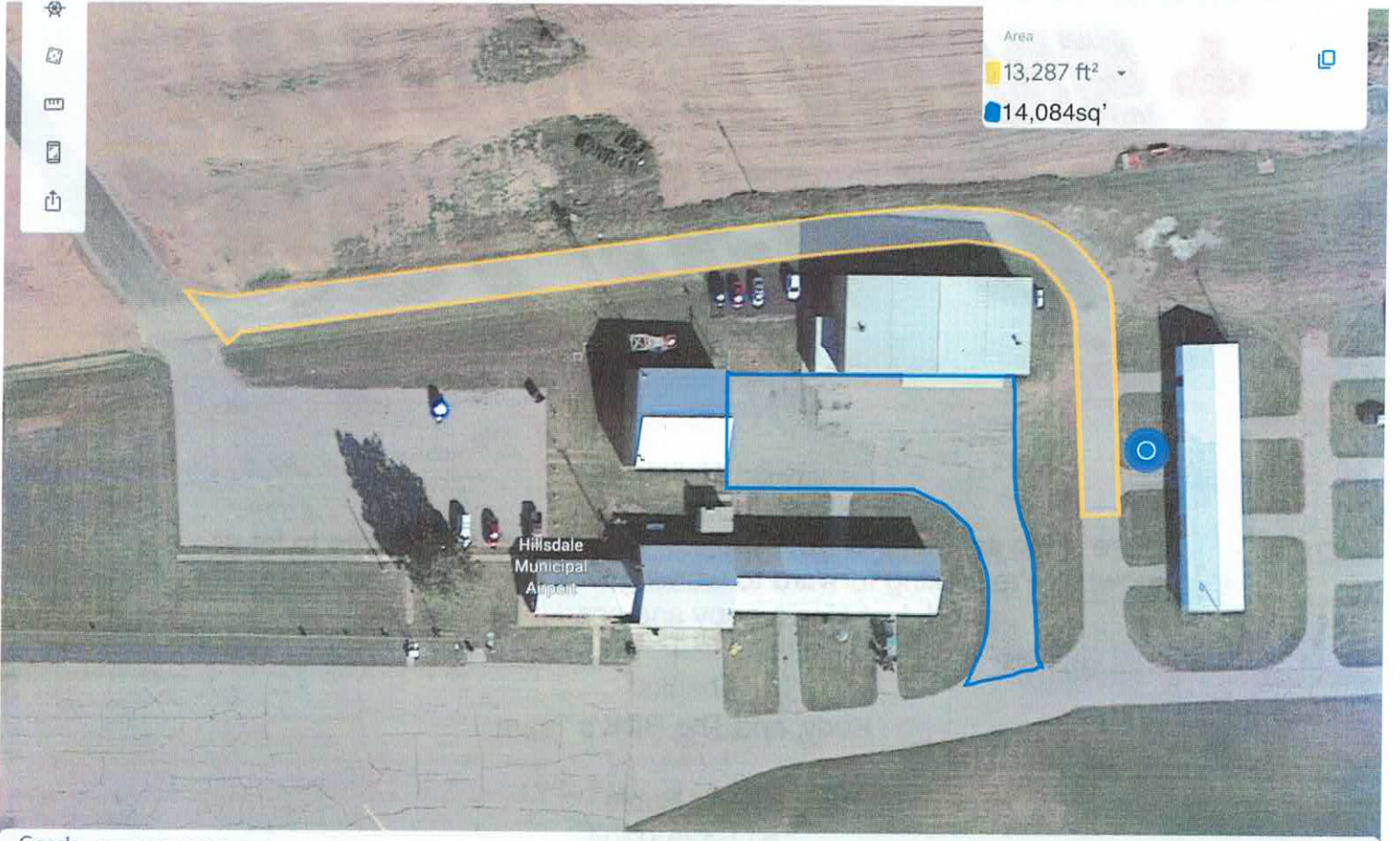
RDK'S ASPHALT WILL MAKE EVERY EFFORT TO MATCH ANY COMPETITORS PRICE, AS LONG AS WORK SPECIFICATIONS/ METHODS AND QUALITY ARE THE SAME.

Authorized Estimator Kody Rubin 517-425-0704

Any questions about this estimate call Kody Rubin or office phone number

PLEASE SIGN AND DATE & RETURN ORIGINAL COPY OF THIS PROPOSAL TO RDK'S ASPHALT (VIA PAPER OR EMAIL) & CALL TO GET ON LIST Acceptance of Proposal - This proposal includes all of the standard conditions set forth on the reverse side of the document. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Accepted by: _____



Google Imagery date: 10/26/15-newer

(41°55'21"N 84°35'04"W) 2,085 ft

3401 Meranda Rd, Hillsdale MI 49325
617-437-7881
Randy & Diane Rubin
FOX'S Asphalt & Sealing
3401 Meranda Rd, Hillsdale MI 49325

Quality Asphalt

Estimate

5990 M-99 N
Homer, MI 49245

Date	Estimate #
7/26/2024	32217

Name / Address
City of Hillsdale Steve Boyd 1727 Airport Rd. Hillsdale, MI 49242

Customer Phone	517-610-2830
Customer E-mail	hillsdale_airport@cityofhil...
Customer Fax	

P.O. No.	Terms	Rep
	SEE BELOW	DB

Item	Description	Total
Project	Job Name: Parking lot options	
Cap	Option 1 Cap = \$21,396.00 ** Approx. 14,567 Sq Ft * CAP ** To mill as needed. To clean and tack existing asphalt for bonding To fill pot holes wedge up low areas as needed with hot mix asphalt To pave 2" hot mix asphalt cap with a 1 1/2" average compacted thickness over existing asphalt *When paving over existing asphalt cracks will come back * No warranty on existing/future water problems due to increase in asphalt elevation* Not responsible for damage to concrete *	
Paving	Option 2 Remove and Replace @ 3" = \$43,243.00 Approx. 14,567 Sq. Ft. To mill down 3" leaving aircraft tie down Grade and level as needed for proper drainage. Furnish and place a 2" hot mix asphalt base course applied at an average compacted thickness of 1 1/2" Furnish and place a 2" hot mix asphalt wearing course applied at an average compacted thickness of 1 1/2" * Not responsible for sub-base * Any extras other than described above will be charged time and materials * Includes soil sterilant as needed	
Paving	Option 3 Remove and Replace @ 4" = \$54,950.00 Approx. 14,567 Sq. Ft. To mill down 4" leaving aircraft tie down Grade and level as needed for proper drainage. Furnish and place a 2 1/2" hot mix asphalt base course applied at an average compacted thickness of 2" Furnish and place a 2 1/2" hot mix asphalt wearing course applied at an average compacted thickness of 2" * Not responsible for sub-base * Any extras other than described above will be charged time and materials * Includes soil sterilant as needed	
Total		

Phone #
517-568-5884

E-mail
kent@qualityasphalt.com



"QUALITY IS NOT IN THE NAME BUT IN THE WORKMANSHIP"

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- Specializing In:
- Asphalt Paving & Repair
 - Seal Coating
 - Crack Repair
 - Asphalt Curbing
 - Infrared Repair
 - Line Striping
 - Resurfacing

Free estimates / loss

Address: 5651 Bankers Rd. Reading, MI 49274
Phone: (517) 283-3584 **Toll Free:** (800) 934-2500 **Fax:** (517) 283-1655
Email: belsonasphalt@core.com **Website:** belsonasphaltpaving.com

Proposal Submitted to: Hillsdale Municipal Airport	Date: 08-02-2024	Estimate #: 16321
Contact: Steve Boyd	Phone:	Fax:
Address: 1727 Airport Rd.	Cell Phone: 517/610-2830	Work:
City/State/Zip: Hillsdale, MI 49242	Email: sboyd@cityofhillsdale.org	
Project Name: Asphalt Repair Options/Updated		
Job Site: Same		

NEW ESTIMATE NOTES - This is a revised estimate from last season's Est. #15536. It was originally bid on 6/13/23 and is now being revised on 8/2/24. Per phone discussion, this bid scope of work and options are offered as they were last year but with the new season prices.

ORIG. ESTIMATE NOTES - This is a commercial asphalt setting at the airport. The facility is not in the city limits, but it is owned by the City of Hillsdale. Per customer request, two separate areas are listed below. Each is for a removal and replacement. One is to pave back at 3.5", where the other is at 4". The areas are labeled in color on a drawing submitted with this bid. The **ORANGE** section, also labeled "A", is titled by the customer as the **Apron**. It is the R&R at 4". The **GREEN** section, also labeled "B", is titled by the customer as the **Taxi Way**. It is the R&R at 3.5". Finally, a small optional area was added to the bid, simply because it is not large and is in very bad condition. If the Belson Asphalt crew is hired and is already there, this area should really be considered to have completed at the same time. Otherwise, the Taxi Way traffic will have to travel over much of it and it is quite bad. The area is **PURPLE** on the drawing and it is bid for R&R at 4". This is because of the potential fuel trucks, etc., traveling over it. Three prices are offered below. Price one is for area A only. Price two is for areas A and B combined. Finally, the third price combines all three areas A, B, and C. The only section offered by itself is A. Area B and or area C are only added to A, but not priced individually. All pricing reflects volume of the choice. The more volume accepted, the less it is per square foot. As per discussion, all options are priced to leave all asphalt millings in a large pile onsite. The customer will dispose of them or sell them, etc.

FINAL NOTE - Other than paving thickness differences, the scope of work is nearly identical for all three options. Therefore, the R&R process will only be listed once to avoid repetition.

DESCRIPTION OF ASPHALT REMOVE AND REPLACE - (3 options) (Note thickness differences) - Paving sections could total approx. **14,246 Sq. Ft.**, which is **area A only**. Or approx. **29,781 Sq. Ft.**, which are **areas A & B combined**. Finally, approx. **30,854 Sq. ft.**, which are **areas A, B & C combined**. For all sections chosen, a ROAD MILL is used to remove existing asphalt. Millings stay onsite. **(NOTE - Due to mill availability, if this is truly being considered for this season, is vital that the acceptance be given ASAP to allow for immediate mill scheduling.)** Once the asphalt is removed, to clean and prepare all paving areas (s) in preparation for paving. This means to remove unwanted debris or larger pieces of asphalt that did not grind properly. **(CONT. on PG. 2)**

THIS PROPOSAL INCLUDES ALL OF THE STANDARD CONDITIONS SET FORTH ON THE TERMS AND CONDITIONS FOR ESTIMATE NO.16321.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of \$ _____

PAYMENT TERMS: 50% down, remainder of balance due at completion of project.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers, are fully covered by Workmen's Compensation Insurance. **A SERVICE CHARGE OF 1 1/2% PER MONTH**, which annual percentage rate of 18% per annum, will be made on all account balances not paid within 30 days of invoice date, together with costs of collection attorney fees.

Note: This proposal may be withdrawn by us if not accepted within **30** days. **Authorized Signature:** Thomas A. Stett

BELSON ASPHALT WILL MAKE EVERY EFFORT TO MATCH ANY COMPETITORS PRICE, AS LONG AS THE ENTIRE SCOPE OF WORK, I.E: SQ. FT./LIN. FT., COMPACTED THICKNESS, METHODS OF REPAIR, ETC., ARE THE SAME.

Phone: 517-607-9096

PLEASE SIGN AND DATE AND RETURN ORIGINAL COPY OF THIS PROPOSAL TO BELSON ASPHALT PAVING

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions (INCLUDING STANDARD TERMS AND CONDITIONS FOR ESTIMATE NO. 16321) satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to the terms listed above.

Accepted by: Signature: _____

Date of Acceptance: _____

Then, to grade, level and compact existing sub-base aggregate. Finally, with all chosen paving areas, using **commercial grade asphalt** to furnish and install a hot mix asphalt base course and wearing course totaling an **average compacted finished thickness of 3.5" and 4" respectively, depending on the section.** Anything else requested by the customer, beyond what is stated in this section, will be charged additional time and materials. Thicker paving options were offered and discussed, but these are the chosen thicknesses by the customer. *NOTE* - Any gravel needed would be charged at \$45.00 per/ton, which includes delivery and installation.

OPTION #1) - Remove and Re-pave - (Area A only)

Area A is **Approx. 14,246 Sq. Ft.** and is labeled in **ORANGE** on the drawing.
Customer labels this area as the Apron.

This section only is paved at **4" FINISHED thickness.**

Paving Option #1 is \$71,900.00. Initial here to accept this option

OPTION #2) - Remove and Re-pave - (Area A & B)

Area A is **approx. 14,246 Sq. Ft.** and is labeled in **ORANGE** on the drawing.
Customer labels this area as the Apron.

This section only is paved at **4" FINISHED thickness.**

Area B is **approx. 15,535 Sq. Ft.** and is labeled in **GREEN** on the drawing.
Customer labels this area as the Taxi Way.

This section only is paved at **3.5" FINISHED thickness.**

Paving Option #2 is \$125,000.00. Initial here to accept this option

OPTION #3) - Remove and Re-pave - (Area A, B & C)

Area A is **approx. 14,246 Sq. Ft.** and is labeled in **ORANGE** on the drawing.
Customer labels this area as the Apron.

This section only is paved at **4" FINISHED thickness.**

Area B is **approx. 15,535 Sq. Ft.** and is labeled in **GREEN** on the drawing.
Customer labels this area as the Taxi Way.

This section only is paved at **3.5" FINISHED thickness.**

Area C is **approx. 1,073 Sq. Ft.** and is labeled in **PURPLE** on the drawing.
This section is paved at **4" FINISHED thickness.**

Paving Option #3 is \$129,150.00. Initial here to accept this option

Special Notes :

- * Allow at least 72 hrs. of curing time before prolonged periods of parking. Depending on weather conditions, curing time may be less. Allow at least 24 before driving on new pavement.
- * If in City/Village/Twp. limits - **CUSTOMER IS RESPONSIBLE TO OBTAIN A PERMIT (if needed) AND THE COST THEREOF. FAILURE TO DO WILL RESULT IN ADDITIONAL CHARGES PLUS COST OF PERMIT. A COPY OF PERMIT TO BELSON ASPHALT IS REQUIRED PRIOR TO SCHEDULING.** All prices are subject to change depending on City Right-of-Way requirements.

THIS PROPOSAL INCLUDES ALL OF THE STANDARD CONDITIONS SET FORTH ON THE TERMS AND CONDITIONS FOR ESTIMATE NO.16321.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of \$ _____

PAYMENT TERMS: 50% down, remainder of balance due at completion of project.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge and above the estimate. Our workers, are fully covered by Workmen's Compensation Insurance. **A SERVICE CHARGE OF 1 1/2% PER MONTH, v annual percentage rate of 18% per annum, will be made on all account balances not paid within 30 days of invoice date, together with costs of collection attorney fees.**

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Authorized Signature: Thomas A. Stewitt
Phone: 517-607-9096

BELSON ASPHALT WILL MAKE EVERY EFFORT TO MATCH ANY COMPETITORS PRICE, AS LONG AS THE ENTIRE SCOPE OF WORK, I.E: SQ. FT./LIN. FT., COMPACTED THICKNESS, METHODS OF REPAIR, ETC., ARE THE SAME.

PLEASE SIGN AND DATE AND RETURN ORIGINAL COPY OF THIS PROPOSAL TO BELSON ASPHALT PAVING

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions (INCLUDING STANDARD TERMS AND CONDITIONS FOR ESTIMATE NO. 16321) are hereby accepted. You are authorized to do the work as specified. Payment will be made according to the terms listed above.

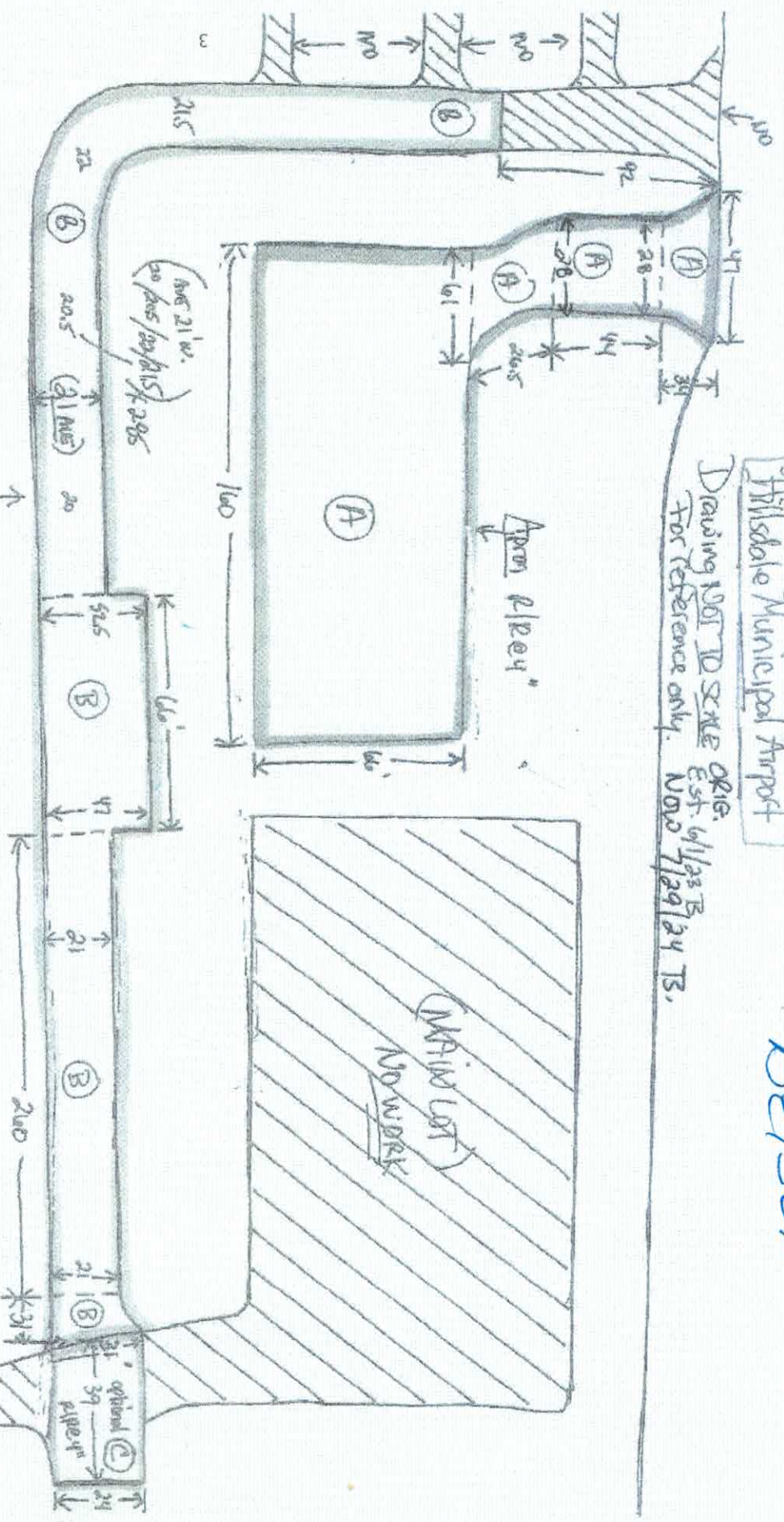
Accepted by: Signature: _____

Date of Acceptance: _____

Hillsdale Municipal Airport

Belson

Drawing NOT TO SCALE
 For reference only. NO. 1/29/24 TS.



All Millings stay onsite, for customer to use and re-sell.

A) Apron Dimensions

$$47/28 \times 34 = 1275$$

$$28 \times 44 = 1232$$

$$28/61 \times 285 = 1179.25$$

$$616 \times 160 = 10560$$

A = Apron:
 14246 sqft.

B) Taxiway Dimensions

$$21 \times 285 = 5985$$

$$525/47 \times 66 = 3283.5$$

$$21 \times 240 = 5040$$

$$21/51 \times 31 = 806$$

B = Apron:
 15,535 sqft.

② 31/24 x 39 = 1073 sqft.

Taxiway: PKR 35"

(max 21' w.
 20' max / 22' / 15' x 285

optional 39' pipe 4"

City of Hillsdale

Agenda Item Summary

MEETING DATE: August 19, 2024

AGENDA ITEM #: New Business

SUBJECT: Dow Hotel Expansion / Development Agreement

BACKGROUND PROVIDED BY: David Mackie, City Manager

Attached is project information and the draft development agreement negotiated with Hillsdale College for the construction of a new 158 room hotel, conference center and dining facility north of their main campus. The project would require the vacation of a block of E. Galloway Drive and a small portion of Summit Street. In consideration of the vacation the City would receive \$300,000 paid in \$100,000 increments and a \$1,700,000 endowment setup at the Hillsdale Community Foundation for essential City services. Please see Section 5 of the attached agreement for details.

The Community Development Committee of the City Council is recommending the full City Council approve the draft agreement.

RECOMMENDATION:

City Council discuss and consider approving the attached development agreement.

Dow Hotel Expansion Project



Presentation to Hillsdale City Community Development Committee
March 7th, 2024



Proposed 4-star Hotel Project

- 158 rooms
- Additional group conference and dining facilities
- Public fine dining restaurant

A HOTEL FOR
Hillsdale College

Summary of Economic Impact



ONE-TIME CONSTRUCTION IMPACT

- \$56M in economic input for the region
- Contribute to the creation of 374 jobs



OFFSITE VISITOR SPENDING

- Generate approximately \$2.6M in annual visitor spending in the greater Hillsdale area



TOTAL ANNUAL IMPACT

- \$16M in annual economic output, including over \$9.5M in new money



JOB CREATION

- Directly create approximately 80 positions
- Contribute to an additional 22 positions around the Hillsdale area



TAX REVENUE

- Over \$12M in projected state revenue over the first 10 years of hotel operations.

All projections based on 2023 study conducted by Impact DataSource, a national leader in economic impact studies

One-Time Economic Impact from Construction

- Projects like the hotel and the North Quad renovation provides an economic lift for the whole region
- College prioritizes working with construction firms that emphasize partnership with local contractors and subs

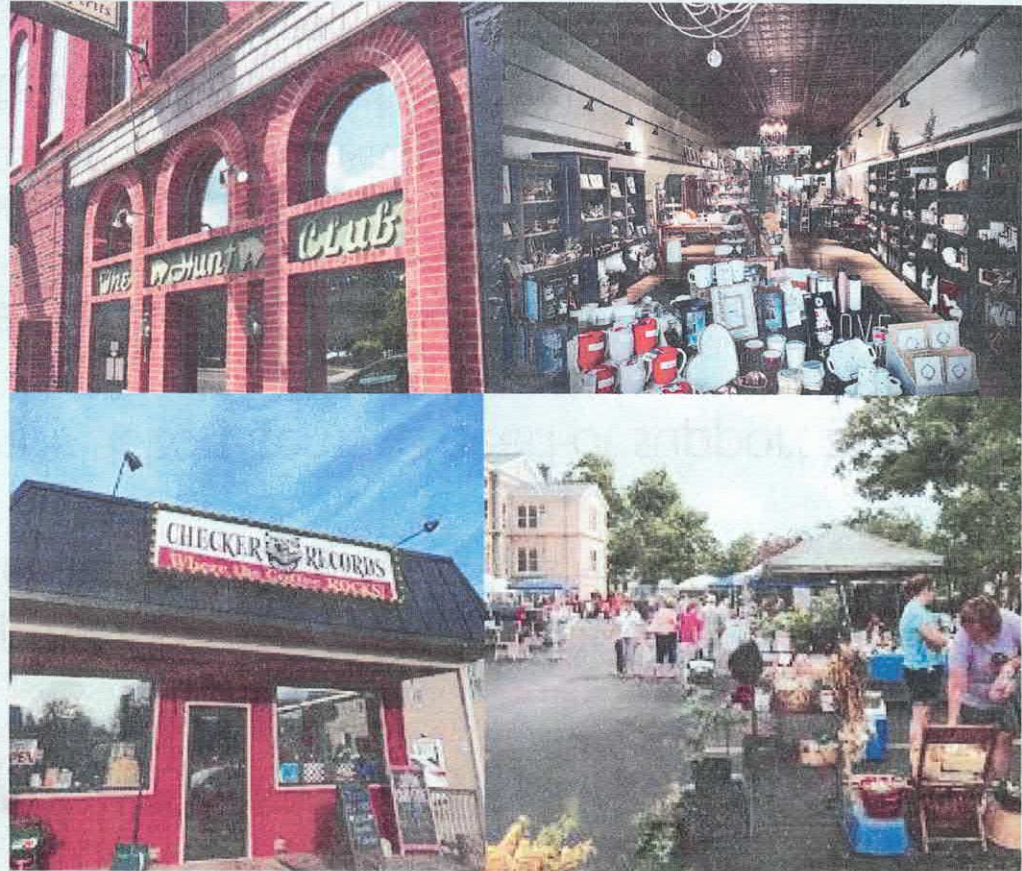
Hotel project will positively impact local construction industry for 18-24 months

- Generate a total of \$56.4M in economic output
- 374 jobs created and/or supported, with an estimated total of \$21.6M in worker earnings generated



Annual Impact

- Impact Data Source projects a significant increase in annual economic output for the Hillsdale community, both in new value-added spending and in existing spending brought back to the community
 - Total of **\$16M** in economic output (\$9.5M in new money, \$6.5M returned from Coldwater, Jackson, etc)
 - Includes **\$2.6M** in off-site visitor spending, focused heavily in retail and dining industries
 - 117 new jobs created on-campus and in the community
- Anchor for future community development
 - Not included in the economic impact study is new business opportunities created by this "anchor" institution (Airport, retail, dining)
 - Largest hotel between Battle Creek and Detroit



Summary

- Sustained growth in Hillsdale College events generating additional room demand
 - Thousands of event attendees driving to Coldwater or Jackson-area for lodging
- Market analysis of surrounding region projects continued growth in regional hospitality needs
- Project: A four-star hotel for Hillsdale
 - Sustained investment in campus and Hillsdale community
- Overview of Economic Impact
 - \$56M in Construction Impact
 - \$2.6M in Annual Economic Impact
- Takeaways
 - Project needs support from council and community
 - Changes to road pattern in the area would contribute to safer guest experience and create distinction between public spaces and neighborhood.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into as of the _____ day of, _____, 2024, (the "Effective Date"), by and between the City of Hillsdale, Michigan, (the "City"), a Michigan municipal corporation, with offices at 97 North Broad Street, Hillsdale, Michigan 49242, and Hillsdale College, (the "College"), a Michigan nonprofit corporation, with offices at 33 East College Street, Hillsdale, Michigan 49242.

1. Background. The College is the fee simple owner of certain real property located within the City of Hillsdale, Hillsdale County, Michigan, (the "College Property"), upon which the College intends to construct a 4-star Hotel with group conference and dining facilities and a public fine dining restaurant on the College Property (the "College Development"). In order to construct the College Development in the manner planned, the College intends to seek and secure a judgment of the Hillsdale County Circuit Court to amend the Plat of E. Martindale's Addition to the Village (now City) of Hillsdale and to amend the Plat of Blackmar and Beebe's Addition to the Village (now City) of Hillsdale, if necessary, which will include the vacation/abandonment of a portion of the platted public street now known as E. Galloway Drive (platted as Mechanic Street) and the vacation/abandonment of a portion of the platted public street known as Summit Street. Completion of the College Development may require the removal of a number of large mature trees along the City's rights of way appurtenant to the aforementioned platted public streets, will require the construction of a cul-de-sac at the southern terminus of Summit Street, and will require the relocation of sanitary sewer and water mains and various overhead utility lines and related utility poles currently located within the area of the proposed College Development, all as reflected on the copy of the Development Site Plan attached hereto as Exhibit A. To facilitate the College Development, the City, as the owner of the rights of way, trees, sanitary sewer and water mains, poles, and electric line equipment, has agreed to perform the work necessary to complete the utility relocation and the construction of the Summit Street cul-de-sac (collectively referred to as the "Utility Relocation") and to release its recorded easements as necessary to complete the College Development consistent with the Development Site Plan, pursuant to the terms and conditions contained in this Agreement.

2. Removal of Trees. In exchange for part of the stated consideration to be paid by the College to the City as set forth in this Agreement, the City will relinquish its ownership of those trees that are located within the footprint of the College Development, as reflected on the Development Site Plan attached as Exhibit A, with the costs and expenses associated with said removal, if any, to be paid by the College separately from the consideration to be paid by the College to the City as set forth in this Agreement.

3. Utility Relocation. The City shall cause the completion of the Utility Relocation, at the College's sole cost and expense. The College shall also pay for the City's reasonable transaction costs and expenses, which include the City's costs, expenses, and liabilities related to the authorization, execution, administration, oversight, and fulfillment of the obligations under this Agreement, which items shall include, but not be limited to, all direct or indirect fees and expenses incurred as a result of the Utility Relocation contemplated herein, printing costs, costs of reproducing documents, filing and recording fees, survey costs, easements and easement fees, engineering fees,

attorney fees, financial expenses, insurance fees and expenses, administration and accounting for the utility proceeds, oversight and review, and all other costs, liabilities, or expenses related to the preparation, performance, or enforcement of this Agreement, and any other costs, charges, expenses, and professional and attorney fees incurred by the City in connection with the foregoing.

A. The Utility Relocation shall include: (i) obtaining and complying with all applicable federal, state, and local approval and permitting requirements including, without limitation, any necessary or required building permits in connection with the Utility Relocation, including posting any performance bonds or letters of credit required by any governmental authority; (ii) complying with the Construction Documents referred to in Section 6 below; (iii) review and bidding, awarding, and entering into contracts with the various contractors, construction managers, and others who will provide labor, materials, and services for the Utility Relocation; (iv) completing the Utility Relocation as described in this Agreement and in the Construction Documents; (v) inspecting and closing out the project; and (vi) repairing any damage caused to the College Property and/or appurtenant easements as a result of completing the Utility Relocation.

B. The City specifically acknowledges and agrees that the Utility Relocation shall include performing all inspections that are required under any applicable local, state, or federal code, rule, and/or regulation and following best management practices. Upon completion of the Utility Relocation, the City shall accept ownership of all components of the utility equipment and assume all responsibility for the operation, maintenance, and repair of the same.

4. Rights of Way/Easements. As part of the stated consideration to be paid by the College to the City as set forth in this Agreement, the City agrees to support any action filed by the College with the Hillsdale County Circuit Court seeking to vacate Galloway Street between N. West Street and Summit Street, as well as the amendment of either the Plat of E. Martindale's Addition to the Village (now City) of Hillsdale and the Plat of Blackmar and Beebe's Addition to the Village (now City) of Hillsdale in a manner consistent with the Development Site Plan attached as an exhibit hereto, and the City further agrees to execute any documents reasonable and necessary to release any recorded easements over the College Property to the extent required for the completion of the College Development in a manner consistent with the Development Site Plan, as provided in Section 14 of this Agreement.

5. Consideration. In addition to all other payment obligations of the College provided for elsewhere in this Agreement, in consideration of the City's agreements as set forth herein, the College agrees to make the following payments to the City. Within ninety (90) days of the approval of the vacation of the segment of Summit St. referenced in s _____, the College shall:

A. Make a lump sum payment to the Hillsdale Community Foundation ("HCF") on behalf of the City pursuant to the City's agreement with the HCF, in the amount of One Million Seven Hundred Thousand and no/100 U.S. Dollars (\$1,700,000.00); and

B. Make the first of three annual payments of One Hundred Thousand and no/100 Dollars (\$100,000.00), as compensation for the road and easement rights, for a total of Three Hundred

Thousand Dollars (\$300,000.00). The subsequent two annual payments provided for in subsections B shall be made by the College within thirty (30) days of the conclusion of the applicable year.

6. Construction Documents; Review. The College will cause its engineers to prepare plans and specifications (the "Construction Documents") for the Utility Relocation. The College shall submit the Construction Documents to the City for its review and approval, which approval shall not be unreasonably withheld or delayed, provided that the Construction Documents satisfy any requirements imposed under Section 3 above. To the extent the City objects to the Construction Documents or desires additions or modifications thereto, the City and the College will cooperate in good faith to complete, finalize, and approve the Construction Documents in a timely manner so as to comply with their respective obligations under this Agreement. Upon completion of the Construction Documents by the College, and approval of the Construction Documents by the City, the College's engineer will assist the City to obtain the approval of the Construction Documents and obtain permits by and from all governmental entities having jurisdiction. The City will then obtain bids, award contracts, obtain all permits, and manage the construction; however, the College shall appoint a construction engineer to review construction costs and/or bid results obtained by the City before the City awards any contracts and begins construction of the Utility Relocation, and such construction engineer shall also review all change orders and changes to all proposed contracts and construction plans. Once the Construction Documents have been approved by the College, the City agrees that the Construction Documents shall not be modified in any material respect without the College's prior written consent. If, after the Construction Documents have been approved by the College, the College desires to make any material modification to the Construction Documents, the College shall be responsible for all reasonable, documented additional costs incurred as a result of such change. The City shall notify the College immediately of any proposed changes that arise during the construction process that affect the Utility Relocation.

Nothing in this Section 6 or in any other provision of this Agreement shall be deemed to waive or alter any requirement that the College comply with any applicable City ordinance relating to the College Development, nor shall it be deemed to waive or alter any requirement that the Construction Documents or any other aspect of the College Development be reviewed and approved by the City's planning commission, building inspector, or any other officer, board, or commission of the City, if such review and approval is required under applicable City ordinance.

7. Timing. The City agrees that it is the City's responsibility to finalize and obtain all easements or other property rights, if necessary, to allow the City to have access to and to perform and construct the Utility Relocation. The Utility Relocation shall be designed, permitted and installed no later than _____ (the "Installation Deadline") provided, however, that such date shall be extended for any delay caused by any force majeure event described in Section 12 below. In the event the College determines, after providing written notice of default to the City, that the City has failed to install the Utility Relocation by the Installation Deadline, or will not in the College's reasonable estimation be able to complete the Utility Relocation by the Installation Deadline, the College shall have the right, but not the obligation, to commence and/or complete such work (or portion of such work), or secure a third-party contractor to complete such work. If the College elects to perform the

work itself, then the City hereby assigns and grants the College the right to physically remove, relocate and perform the Utility Relocation pursuant to the Development Plan and the Construction Documents, and the College shall obtain bids and hire its own contractors to perform the Utility Relocation, subject to the approval of such contractors by the City, which approval shall not to be unreasonably withheld.

8. Manner of Construction. The City will perform the Utility Relocation in a good and workmanlike manner, with first-class materials, free of defects, and in accordance with this Agreement (including the attached Exhibits), the Construction Documents, and with all applicable laws, rules, ordinances, and regulations. The City will promptly repair any damage to the College Property caused by the City in performing the Utility Relocation.

9. Construction Liens. The City shall keep the College Property and appurtenant easements free from any construction liens for any labor or material furnished in connection with the Utility Relocation, except that the City shall have the right to contest the validity or amount of any such lien, provided that the City shall furnish such security as may be required, for the benefit of the College, or any title insurance and/or trust company designated by the College, to permit a title policy to be issued relating to the College Property and appurtenant easements without showing thereon the existence of such lien.

10. Indemnity. To the fullest extent permitted by law, the City agrees to defend, protect, indemnify, and hold harmless the College and its officers, trustees, employees, contractors, and agents (collectively, the "College Indemnified Parties"), from and against any and all claims, demands, judgments, losses, costs, and expenses (including reasonable attorneys' fees, and other reasonable consultant fees) arising in connection with or as a result of: (i) the City's performance of, or failure to perform, any of its obligations under this Agreement; (ii) any activities of the City or its employees, agents, or contractors on the College Property, including without limitation, from any claim based upon injury to the City's employees, agents, contractors or to the employees of any of them; or (iii) any claim based on personal injury to any person or any damage to the College Property, or any other property damage, which is related in any way to the Utility Relocation, except to the extent such claim is related to an intentional act or actual or alleged negligence of the College or any of its officers, trustees, employees, agents, contractors, or other representatives. Notwithstanding the foregoing, nothing in this Section 10 shall be deemed to constitute an agreement by the City to waive or abrogate any immunity the City may have under applicable law based on the doctrine of governmental immunity or any other applicable legal theory, and the City's indemnification obligations pursuant to this Section 10 are limited solely to those claims, demands, judgments, losses, costs, and expenses as to which the City, its elected and appointed officials, and its employees do not have immunity under applicable law.

Similarly, To the fullest extent permitted by law, the College agrees to defend, protect, indemnify, and hold harmless the City and its respective elected and appointed officials, agents, contractors, and employees (collectively, the "City Indemnified Parties"), from and against any and all claims, demands, judgments, losses, costs, and expenses (including reasonable attorneys' fees) arising in connection with or as a direct or indirect result of College's performance of, or failure to perform, any of its obligations under this Agreement, except to the extent such claim is related to

an intentional act or actual or alleged negligence of the City or any of its officers, employees, agents, contractors, or other representatives.

11. Insurance.

A. The City shall purchase and maintain, at its expense, and cause all contractors performing the Utility Relocation to purchase and maintain, insurance policies containing the following types of minimum coverages and limits of liability protecting from claims that may arise out of or result from the performance or non-performance of the City's obligations under this Agreement by the City or by anyone for whose acts it may be liable:

(1). Workers' Compensation, Disability Benefit, or similar employee benefit act coverage with statutory limits and Employer's Liability with limits of not less than Five Hundred Thousand Dollars (\$500,000).

(2). Commercial General Liability which includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property damage, underground explosion and collapse hazard, personal/advertising injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, which liability may be inclusive of umbrella coverage carried by the City. The Indemnified Parties shall be named as additional insureds on an endorsement acceptable to the College, at no cost to the College. The additional insured endorsement shall extend coverage to the contractual liability and completed operations coverage. Such policies shall afford primary coverage and contain a provision that coverages afforded shall not be modified or canceled until at least ten (10) days' prior written notice has been given to the College.

(3). Commercial Comprehensive Automobile Liability which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles, with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage, or One Million Dollars (\$1,000,000) combined single limit.

The foregoing insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of Michigan and having an A.M. best rating of "A-" or better. The City shall deliver to the College's Risk Management Department (P.O. Box 3280, Grand Rapids, Michigan 49501-3280) an acceptable insurance certificate evidencing that such insurance is in effect. Such insurance shall be provided in the form of an "occurrence" policy rather than "claims-made." For a period expiring twelve (12) months after it finishes its work under this Agreement, the City covenants that the original policies shall not be canceled, reduced below the amount specified in this Section or modified in any way materially and adversely affecting the coverages required hereunder. All of the foregoing insurance coverages shall be deemed primary to any coverage provided by the Indemnified Parties.

B. The College Indemnified Parties shall not be liable, and shall provide no insurance, for any loss or damage incurred by the City and/or its contractors, subcontractors and suppliers, and their agents and employees, to tools, machinery, equipment, and other property owned by them, regardless of whether such losses are insured by them. The City hereby releases and discharges the Indemnified Parties of and from all liability to the City, and to anyone claiming by, through, or under the City, by subrogation or otherwise, on account of any loss or damage to such tools, machinery, equipment or other property. The improvements to be constructed as part of the Utility Relocation shall be considered the City's property for casualty insurance purposes, and any damage or destruction of such improvements shall be the City's responsibility.

C. The City shall ensure that its required insurance is in effect prior to its performance of any of the Utility Relocation pursuant to this Agreement, whether by the City or by a contractor or subcontractor. The City agrees that College shall have no responsibility to verify compliance with any insurance requirements.

12. Force Majeure. The City shall not be liable for any delays in the performance of its obligations hereunder which are caused by Acts of God; strikes, lockouts, or labor difficulty; materials availability issues that were not reasonably foreseeable; explosion, riot, or civil commotion; act of war; epidemic, pandemic, or other public health emergency; fire or other similar casualty or occurrence that is beyond the control of the City. Provided, however, that the City must promptly inform the College after such a force majeure event takes place. The period of any delay resulting from any of the foregoing causes shall be added to the time period provided for the performance of the obligation so delayed.

13. Cost Reimbursement by the College. The City shall be entitled to full reimbursement of its costs and expenses incurred in relationship to the performance of the Utility Relocation, as provided for in Section 3, above, once the Utility Relocation is 100% complete. The City shall submit a detailed invoice to the College for all such costs and expenses. At such time as the City applies submits its invoice to the College, the College shall verify that the Utility Relocation meets with the requirements set forth in this Agreement and, if so, within fifteen (15) business days of the payment request, the College shall pay the City the full amount stated in the invoice, provided that such invoice is accompanied by the following:

A. A certification by the Electric Superintendent and Water/Sewer Distribution Supervisor or the Director of the City's Board of Public Utilities that the work has been completed pursuant to the applicable Construction Documents and is approved to be put into service, together with a list of the names and addresses of the subcontractors and the suppliers of materials used in the work for which payment is requested.

B. With respect to work covered by the City's invoice, copies of conditional lien waivers signed by the general contractors, subcontractors, and material suppliers, as well as a public improvement and "as-built" site map reasonably acceptable to the College.

C. A description of the work performed, and applicable inspection reports of the City and its engineers, if any.

14. Release of Easements. At such time as the City has completed the Utility Relocation, it shall prepare and record documents releasing any existing easements in favor of the City that are currently recorded against the College Property relative to the existing poles and lines that are removed as part of the Utility Relocation, provided that the maintenance of such easements is not necessary or required for any other legitimate public purpose covered by said easements. The City will provide the College with a copy of any such recorded documents once they have been recorded and returned by the Hillsdale County Register of Deeds.

15. License to Enter. The City and the College agree that each party may enter upon the property of the other party in order to perform any work or to conduct any other activity associated with the performance of their respective obligations under this Agreement.

16. Notices. All notices to be provided pursuant to this Agreement shall be in writing and sent by certified mail or by a national overnight courier providing evidence of delivery (such as Federal Express, UPS, DHL, or Airborne) to the following addresses:

To the City: City of Hillsdale
 Attention: David Mackie, City Manager
 97 N. Broad Street
 Hillsdale, Michigan 49242

With a copy to: John P. Lovinger
 Lovinger & Thompson, P.C.
 91 S. Broad Street, P.O. Box 358
 Hillsdale, Michigan 49242

To the College: Hillsdale College
 Attention: Rich Pewe, Chief Administrative Officer
 33 E. College Street
 Hillsdale, Michigan 49242

Any such notices shall be deemed to have been given on the day after the date on which the notice was delivered to the overnight courier for delivery (with all delivery fees paid, if the party sending the notice does not have an established account with the courier permitting delayed billing), or two days after the date the notice was deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed if the notice was sent by certified mail.

17. Coordination of Contractors. The City shall be responsible for coordinating the work of the contractor(s) constructing the Utility Relocation with all other contractors employed by the College for construction of its buildings and other improvements associated with the College Development. In the event of a dispute regarding the coordination of contractors, the City shall promptly notify the College and the City and the College agree to cooperate with each other in good faith to resolve the dispute in order that the work being performed by each of them shall be completed in a timely fashion and at no unreasonable increase in cost.

18. Mutual Cooperation. The parties agree to fully cooperate with each other in connection with the construction of the improvements referred to in this Agreement.

19. Relationship of the Parties. Nothing contained in this Agreement nor any act of the parties shall be construed to create a principal and agent, joint venture, partnership, or similar relationship between the parties, nor shall anything contained in this Agreement or any act of the parties be construed to render any party liable for the debts or obligations of any other party.

20. Modification. No modification of this Agreement will be effective unless in writing and signed by an authorized representative of each of the parties.

21. Interpretation. No provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

22. Captions. All headings contained in this Agreement are intended for convenience only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

23. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties, including without limitation the indemnity provisions contained above, shall survive the termination of this Agreement.

24. Binding Agreement; Successors. This Agreement will be binding on, inure to the benefit of, and be enforceable by the successors and permitted assigns of the parties.

25. Governing Law; Venue. This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the State of Michigan without giving effect to any principles of conflicts of laws. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in a court sitting in Hillsdale County of the State of Michigan, or the Western District Court of the United States sitting in Michigan, and each of the parties submits to and accepts generally and unconditionally the exclusive jurisdiction of those courts with respect to it and its property and irrevocably consents to the service of process in connection with any action or proceeding by personal delivery or by the mailing by registered or certified mail, postage prepaid, to its address first set forth above. Nothing in this Agreement shall affect the right of any party to serve process in any other manner permitted by law. Each party irrevocably waives any objection to the laying of venue of any action or proceeding in the above-described courts.

26. Waiver. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

27. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall be deemed to continue to be valid and enforceable,

so long as doing so does not materially frustrate the intention of the parties in entering into this Agreement. If a court of competent jurisdiction finds that any provision is invalid and unenforceable as written, that provision will be deemed modified in a manner consistent with the intent of the original provision, so as to make it valid and enforceable. This Agreement, and the application of the provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected.

28. Nondiscrimination. The College represents and covenants that in the performance of this Agreement, the College shall not unlawfully discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement, as provided in Sections 37.1209 and 37.2209 of the Michigan Compiled Laws. Contractor will include, or incorporate by reference, the provisions of this Paragraph 28 in every subcontract it enters into with regard to the performance of any of its obligations under this Agreement, unless exempted by the rules, regulations, or orders of the Michigan Department of Civil Rights, and Contractor will provide in every such subcontract that the provisions of this Paragraph 29 will be binding upon each subcontractor. Nothing in this agreement is intended to impair the College's right to assert any defenses to a claim of unlawful discrimination available to it under any state or federal law. This Paragraph 28 will remain in effect until the completion of the Utility Relocation pursuant to this Agreement and will then cease to be enforceable.

29. FOIA. The College understands and agrees that any and all documents and written communications or other records provided to the City pursuant to or in conjunction with this Agreement and the College's or the City's performance of their respective obligations hereunder are subject to public disclosure, and the College hereby expressly consents to the City's reproduction and release of such documents, communications, or other records in response to a valid request under the Michigan Freedom of Information Act (the "FOIA") to the extent such documents are not subject to any exemption from disclosure under the FOIA or other applicable law.

30. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties relating to its subject matter and supersedes all other agreements and understandings of the parties, both written and oral.

31. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, and a facsimile or electronic version of this Agreement or of a signature of a party will be effective as an original.

32. Authority. The City represents and warrants that it is a duly organized and validly existing Michigan municipal corporation in good standing, that the terms of this Agreement have been approved by the appropriate duly adopted resolutions of the City of Hillsdale Board of Public Utilities and the City Council of the City of Hillsdale, and the persons executing this Agreement on its behalf have the requisite authority to bind the City to the terms of this Agreement. The College represents and warrants that College is a duly organized and validly existing Michigan nonprofit corporation, and the person executing this Agreement on its behalf has the requisite authority to bind the College to the terms of this Agreement.

The parties have executed this Agreement as of the Effective Date.

HILLSDALE COLLEGE

By: _____
_____, Its _____

CITY OF HILLSDALE, MICHIGAN

By: _____
Adam L. Stockford, Its Mayor

By: _____
Katy Price, Its City Clerk

**EXHIBIT A
SITE DEVELOPMENT PLAN**

City of Hillsdale

Agenda Item Summary

MEETING DATE: August 19, 2024

AGENDA ITEM #: New Business

SUBJECT: Set Public Hearing for E. Galloway Drive and Summit Street Vacation Resolution

BACKGROUND PROVIDED BY: David Mackie, City Manager

To allow for Hillsdale College's construction of their new 158 room hotel, conference center and dining facility, north of their main campus, a portion of E. Galloway Drive and a small portion of Summit Street need to be vacated. The attached draft resolution and public hearing are part of the vacation process.

RECOMMENDATION:

City Council set a public hearing for vacating E. Galloway Drive and the south 203' of Summit Street for September 3rd at 7:00 pm.

**CITY OF HILLSDALE, MICHIGAN
RESOLUTION NO. _____**

A RESOLUTION TO VACATE THAT PART OF EAST GALLOWAY DRIVE, ORIGINALLY PLATTED AS “MECHANIC’S STREET,” LYING BETWEEN HILLSDALE STREET AND WEST STREET, AS DEDICATED IN THE PLAT OF BLACKMAR & BEEBE’S ADDITION TO THE VILLAGE, NOW CITY, OF HILLSDALE, AND TO VACATE THE SOUTH 203 FEET OF SUMMIT STREET, AS DEDICATED IN THE PLAT OF E. MARTINDALE’S ADDITION TO THE VILLAGE, NOW CITY, OF HILLSDALE.

WHEREAS, Section 7.6 of the Hillsdale City Charter and Section 256 of the Michigan Land Division Act (MCL 560.256) permit the City Council of the City of Hillsdale to vacate, discontinue, or abolish any highway, street, lane, alley or other public place or part thereof by resolution; and

WHEREAS, the City of Hillsdale has entered into a Development Agreement with Hillsdale College relating to the College’s proposed development and construction of a large hotel that would be constructed across a portion of E. Galloway Drive that lies between N. West Street and Hillsdale Street within the City, with said development to also encompass a portion of Summit Street near where it intersects with E. Galloway Drive; and

WHEREAS, Hillsdale College either owns or is in the process of acquiring all of the property immediately adjacent to both sides of E. Galloway Drive and Summit Street in the area that lies between N. West Street and Hillsdale Street; and

WHEREAS, it is necessary to vacate the public’s rights to the use of E. Galloway Drive between N. West Street and Hillsdale Street and to the use of the south 203 feet of Summit Street in order for Hillsdale College to be able to construct its proposed hotel development as described in the Development Agreement; and

WHEREAS, Hillsdale College has agreed to grant to the City of Hillsdale alternative easements for public utility purposes if the public’s rights in E. Galloway Drive and the south 203 feet of Summit Street are vacated; and

WHEREAS, the City Council has determined that there are alternative means of access to properties not owned by Hillsdale College that are located on Summit Street in addition to E. Galloway Drive such that the vacation of E. Galloway Drive will not impede the ability of other property owners on Summit Street or members of the public from accessing properties located on Summit Street; and

WHEREAS, the City Council appointed a time at which it held a public meeting to hear objections to the proposed vacation of E. Galloway Drive between N. West Street and Hillsdale Street and the vacation of the south 203 feet of Summit Street, and published notice of the time, place, and purpose of said meeting as required by Section 7.6 of the City Charter, at which meeting

the City Council heard any objections to the proposed resolution and reviewed any written objections to the proposed resolution; and

WHEREAS, the City Council of the City of Hillsdale has determined that the request by Hillsdale College to vacate that portion of E. Galloway Drive (originally platted as “Mechanic’s Street”) between West Street and Hillsdale Street, as shown on the Plat of Blackmar & Beebe’s Addition to the Village, now City of Hillsdale, and to vacate the south 203 feet of Summit Street, as shown on the Plat of E. Martindale’s Addition to the Village, now City of Hillsdale, is appropriate based on the circumstances presented in order to enable Hillsdale College to construct its proposed development as described in the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hillsdale hereby vacates that portion of E. Galloway Drive, originally platted as “Mechanic’s Street,” lying between Hillsdale Street and West Street, as dedicated in the Plat of Blackmar & Beebe’s Addition to the Village, now City, of Hillsdale, as recorded at Liber X of Deeds, Pages 484, 485, and 486, Hillsdale County Records;

BE IT FURTHER RESOLVED, that the City Council of the City of Hillsdale hereby vacates the south 203 feet of Summit Street, as dedicated in the Plat of E. Martindale’s Addition to the Village, now City, of Hillsdale, as recorded at Liber AV of Deeds, Pages 389 and 390, Hillsdale County Records;

BE IT FURTHER RESOLVED, that within thirty (30) days of the date of this Resolution, the City Clerk shall record a certified copy of this Resolution with the Hillsdale County Register of Deeds giving the name of the Plats affected hereby, and shall send a copy to the director of the Michigan Department of Energy, Labor, and Economic Growth, as provided in MCL 560.256.

The foregoing Resolution was moved for adoption by City Council Member _____ and supported by City Council Member _____, and was approved by the following vote:

Mayor Stockford: _____
Council Member Stuchell: _____
Council Member Sharp: _____
Council Member Paladino: _____
Council Member Socha: _____
Council Member Morrisey: _____
Council Member Pratt: _____
Council Member Vear: _____
Council Member Wolfram: _____

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Hillsdale, Michigan, held in City Hall, Hillsdale, Michigan, this ____ day of _____ 2024.

Adam Stockford, Mayor

Katy Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: August 19, 2024

Action Item: New Business

SUBJECT: Dial-A-Ride Transportation Advertising Policy

BACKGROUND PROVIDED BY: David Mackie, City Manager

As previously discussed, city staff have been preparing to make available paid advertisement spaces on Dial-A-Ride Transportation's bus fleet. This new bus advertising program is designed to help generate revenue for DART to offset a portion of DART's operating costs. To facilitate this program, city staff and the city's attorney produced the attached Dial-A-Ride Transportation Advertisement Policy. This policy is intended to aid city staff in implementing and administering the bus advertisement program, and sets standards for acceptable and unacceptable advertising content while mitigating the risk of litigation. The city's attorney recommends that City Council adopt this policy.

RECOMMENDATION:

City Council adopt the attached Dial-A-Ride Transportation Advertising Policy.

CITY OF HILLSDALE DART ADVERTISING POLICY

1. General Purpose and Intent. The City of Hillsdale provides Dial-A-Ride Transit (DART) services within the City of Hillsdale and certain adjacent areas. The City's DART services are funded by a combination of federal, state, and local funds, including grants and taxes, as well as fare revenue. The City has determined that permitting advertising on DART vehicles could provide a supplemental source of revenue to help support the provision of DART services. As such, the City's sole purpose in accepting advertising on DART vehicles is to generate revenue to augment the operational budget for the provision of DART services.

The primary purpose of the City in providing DART services is to provide safe and efficient public transportation within the system's service area. Consistent with this purpose, the City places great importance on maintaining secure, safe, and comfortable transit vehicles. The purpose and intent of this policy is to create definite, uniform standards for the display of advertising and announcements (collectively referred to herein as "advertising") on the City's DART vehicles and any and all other forums owned, controlled, or operated by the City of Hillsdale as part of its DART system. To generate additional revenue while also accomplishing the primary objectives of transit operations, the City will accept advertising on its DART vehicles only if such advertising complies with this advertising policy.

2. Nonpublic Forum Status. The City's acceptance of transit advertising does not provide or create a general public forum for expressive activities. In keeping with its function as a provider of public transportation services, the City does not intend its acceptance of transit advertising to convert its DART vehicles into public forums for public discourse and debate. Rather, as noted, the City's sole purpose and intent is to accept advertising as an additional means of generating revenue to support the operations of the DART system. In furtherance of that discreet and limited objective, the City retains strict control over the nature of the ads accepted for posting on or in its DART vehicles and maintains its advertising space as a nonpublic forum.

The City believes that certain types of advertisements may interfere with the DART system advertising program's sole purpose of generating revenue to benefit the DART system. This policy advances the advertising program's revenue-generating objective and preserves the forum's primary transit purposes by prohibiting advertisements that interfere with and divert resources from transit operations, that detract from transit purposes by creating substantial controversy, and/or that pose significant risks of harm, inconvenience, or annoyance to DART system passengers, operators, and vehicles. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the DART system or to preserving and enhancing the security, safety, comfort, and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue and protects the interests of the captive audience that uses the City's DART services.

This policy is intended to provide clear guidance as to the types of advertisements that will allow the City to generate revenue and enhance DART system operations by fulfilling the following important goals and objectives:

- Maximizing advertising revenue;
- Maintaining a position of neutrality and preventing the appearance of favoritism or endorsement by the City;
- Preventing the risk of imposing objectionable, inappropriate or harmful views on a captive audience;
- Preserving the value of the advertising space;
- Maximizing ridership and maintaining a safe environment for DART customers and other members of the public;
- Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders;
- Preventing any harm or abuse that may result from running objectionable, inappropriate, or harmful advertisements;
- Reducing the diversion of resources from transit operations that is caused by objectionable, inappropriate, or harmful advertisements.
- Preserving the City's reputation as a professional, effective and efficient provider of public transit services.

The City's DART vehicles are a nonpublic forum and, as such, the City will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

The City reserves the right to suspend, modify, or revoke the application of any of the standards in this Policy as it deems necessary to comply with legal mandates, to accommodate its primary transportation function, or to fulfill the goals and objectives identified above. All of the provisions in this Policy shall be deemed severable.

3. Applicability and Audience. This DART Advertising Policy applies to the posting of all advertisements on DART vehicles. This Policy does not apply to the City's government speech as defined below.

4. Disclaimer of Endorsement. The City's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, products, services, information, or viewpoints contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response (QR) codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

5. Advertising Standards and Restrictions.

A. Permitted Advertising. The City's intent is to permit commercial and promotional advertising for products, services, and events. All commercial and promotional advertising must meet or exceed high quality standards of art and design as exemplified in the industry and as determined by the City of Hillsdale.

- (1). Commercial and Promotional Advertising. Commercial and promotional advertising solely promotes or solicits the sale, rental, distribution, or availability of goods,

services, food, entertainment, events, programs, transactions, donations, products, or property for commercial purposes or more generally promotes an entity that engages in such activity. Commercial and promotional advertising includes advertising from tourism bureaus, chambers of commerce, community organizations, or similar organizations that promote the commercial interests of its members or that provide goods, services, events, or programs for the benefit of the public. Commercial and promotional advertising does not include advertising that both promotes a business or offers to sell products, goods, or services, and also conveys a political or religious message or issue advocacy, and/or expresses or advocates opinions or positions related to any of the foregoing.

- (2). Disclaimer. The City of Hillsdale reserves the right, in all circumstances, to require an advertisement to include a disclaimer indicating that it is not sponsored by and does not necessarily reflect the views of the City of Hillsdale.
- (3). Additional Requirement. Any advertising in which the identity of the sponsor is not readily apparent or is ambiguous must include the following phrase to identify the sponsor in clearly visible letters: "Advertisement paid for by (Sponsor's Name)." Website addresses or phone numbers without more information are deemed ambiguous. "Teaser ads" that do not identify the sponsor will, however, be allowed so long as a similar number of follow up advertisements that do identify the sponsor of the initial ads are posted within eight weeks of the initial teaser ads.
- (4). Government Use. The City reserves the right to utilize any areas it has deemed appropriate for advertising pursuant to this Policy for its own promotional purposes, including, but not limited to, the promotion or announcement of City-sponsored events, or to permit use by a federal, state, or local governmental entity that advances specific governmental purposes.

B. Viewpoint Neutral Limitations on Advertising Content.

The following viewpoint neutral content-based limitations for placement or display of advertising materials on or in DART vehicles owned or operated by the City of Hillsdale are established. No advertising is permitted on or in the City's DART vehicles and any and all other forums owned, controlled, or operated by the City of Hillsdale in conjunction with the operation of its DART system, if it or the information contained therein falls into one or more of the following categories:

- (1). False, Misleading, or Deceptive Commercial Speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, fraudulent, misleading, or deceptive.
- (2). Copyright and Trademark Infringement. Advertising that contains any material that is and infringement of copyright, trademark, or service marks, or is otherwise unlawful or illegal.

- (3). Political Speech. Advertising that promotes or opposes: (a) a political party; (b) any person or group of persons holding federal, state, or local government elected office; (c) the election of any candidate or group of candidates for federal, state, or local government offices; (d) initiatives, referenda, or other ballot measures; or (e) a political action committee, political campaign, or political philosophy.
- (4). Public Issue Speech. Advertising that primarily expresses or advocates an opinion, position, or viewpoint on a matter of public debate about economic, political, public safety, religious, or social issues, or any type of similar speech that causes City-owned property to become a public forum. The following nonexclusive factors will be considered when applying this restriction to commercial advertising: (a) whether a commercial product or service is apparent from the face of the ad; (b) whether the commercial product or service is incidental to the public interest content of the ad; (c) whether the sale of commercial products or services is the primary source of the advertiser's total annual revenue; and (d) whether the advertiser is a for-profit entity. This exclusion does not apply to Government Use as provided for in this Policy.
- (5). Unlawful Goods or Services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services under local, state, or federal laws.
- (6). Unlawful Conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities under local, state, or federal laws.
- (7). Unauthorized Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by the City of Hillsdale or the City's DART system of any service, product, or point of view, without prior written authorization of the City of Hillsdale through its City Manager.
- (8). Obscenity or Nudity. The advertising contains any nudity, obscenity, sexual content, sexual excitement, or sexual abuse as those terms are defined by applicable law.
- (9). Community Standards. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary or community standards, would find offensive or inappropriate for viewing by minors including, but not limited to, any advertising that contains or involves any material that describes, depicts, or represents sexual or excretory organs or activities in a manner that a reasonably prudent person, knowledgeable of the DART system's ridership and using prevailing community standards, would find inappropriate for a public transit environment, including persons under the age of 18.
- (10). Tobacco and Vaping. The advertisement promotes the sale or use of tobacco or tobacco-related products including, but not limited to, cigarettes, cigars, and

smokeless (e.g., chewing) tobacco, or promotes the sale or use of vaping products including, but not limited to, e-cigarettes, vaping pens, and vaping oils.

- (11). Alcohol, Marihuana, and Regulated Substances. Advertising that promotes the sale or use of beer, wine, distilled spirits, alcoholic beverages, marihuana, or any substance licensed and regulated under Michigan law; however, this prohibition shall not prohibit advertising that includes the name of a restaurant that serves alcoholic beverages that is open to minors.
- (12). Firearms. Advertising that promotes or solicits the sale, rental, distribution, availability, or use of firearms or firearms-related products.
- (13). Demeaning or Disparaging. Advertising that includes language, pictures, or other graphic representations that are derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, age, disability, ancestry, marital or parental status, religion, gender, or sexual orientation.
- (14). Profanity, Riot. Advertising that contains profane language or employs the use of miscellaneous characters or symbols as a substitute for profane language, or presents a clear and present danger of causing a riot, disorder, or other imminent threat to public peace, safety, and order.
- (15). Violence. Advertising that contains an image or description of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal including, but not limited to, images or descriptions of graphic violence, including dead, mutilated, or disfigured human beings or animals, the act of killing, mutilating, or disfiguring human beings or animals, or intentional infliction of pain or violent action toward or upon a human being or animal.
- (16). Adult-Oriented Goods or Services. Advertising that promotes or encourages, or appears to promote or encourage, adult book stores, adult video stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult internet sites, and escort services, or promotes adult films rated “X” or “NC-17”, or video games rated “A”, or theatrical presentations recommended by the sponsor for persons 18 years of age or older.
- (17). Religious. Advertising that contains any direct or indirect reference to religion or a deity, or includes reference to the existence or nonexistence of any deity, or otherwise references a religious creed, denomination, belief, tenet, cause, or issue relating to religion, including, but not limited to, content that directly or indirectly promotes or opposes any identifiable or specific religion, religious viewpoint, message, or practice.
- (18). Harmful or Disruptive to DART System. Any advertisement that: (a) contains material that is so objectionable under contemporary community standards as to make

it reasonably foreseeable that its display will result in harm to, disruption of, or interference with the City's DART system; (b) incorporates any sound makers, mirrors, rotating, revolving, or flashing devices or other moveable parts, or other special effects that interfere with the safe operation of the DART vehicle or the safety of riders, drivers of other vehicles, or the public at large; (c) is directly adverse to the interests of the DART system, that tends to criticize the quality of service provided by the DART system, or that tends to criticize public transportation generally; and (d) encourages or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon, or disembarking from DART vehicles.

- (19). **Traffic Interference.** The advertisement, or any material contained in it, displays any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.

6. Advertising Program Administration.

A. **Review by City Staff.** The City staff, as designated by the City Manager, shall review each advertisement submitted for display on or in the City's DART vehicles to determine whether the advertisement complies with this Policy. If it appears the advertisement may be questionable, City staff shall notify the City Manager or his or her designee and obtain approval before the advertisement is installed.

B. **Review of Questionable Material.** The City Manager or his or her designee shall review the advertisement and supporting information to determine whether or not the advertisement complies with this Policy. If City Manager, or his or her designee, determines that the advertisement does not comply with this Policy, a written document will be prepared and forwarded to the advertiser specifying the standard(s) with which the advertisement does not comply, along with a copy of this Policy. A copy of the rejection notification shall be retained in the City's records. The decision of the City Manager or his or her designee shall be final and is not subject to appeal.

C. **Unilateral Amendment.** The City of Hillsdale reserves the right to unilaterally amend this Policy at any time upon providing written notice to any advertiser then under contract with the City.

D. **Moratorium.** The City of Hillsdale, through its City Manager, reserves the right to at any time, subject to any contractual obligations, declare a complete ban or moratorium on all advertising on any real or personal property under the City's control and to direct that no advertising of any kind, other than City advertisements or announcements or advertisements or announcements for Government Use, be accepted for display and posting.

E. **Advertising Contract.** All advertisers shall be required to execute an advertising agreement with the City of Hillsdale prior to installation of advertising on DART system vehicles or any other City owned or controlled property, and this Policy shall be incorporated by reference into all such agreements.

City of Hillsdale

Agenda Item Summary

Meeting Date: August 19, 2024

Action Item: New Business

SUBJECT: Resolution Approving Transfer of Obsolete Property Rehabilitation Exemption Certificate 3-15-0019 from Creative Constructs, Inc to 42 Hillsdale, LLC

BACKGROUND PROVIDED BY: Sam Fry, Marketing & Development Coordinator

On June 1, 2015, Hillsdale City Council adopted Resolution No. 3220 Approving Obsolete Property Rehabilitation Exemption Certificate Application for Creative Constructs, LLC Located at 42 Union Street, Hillsdale, Michigan. Subsequently, the State Tax Commission issued Obsolete Property Rehabilitation Exemption Certificate 3-15-0019 to Creative Constructs, Inc. for a period of 12 years, beginning December 31, 2015, and ending December 30, 2027. Ownership of the property at 42 Union Street was transferred from Creative Constructs, Inc., to 42 Hillsdale, LLC. Due to the change in ownership of the property for which the existing OPRA certificate was issued, STC requires the property's new owner, 42 Hillsdale, LLC, to submit a new application and Council must approve the certificate transfer by resolution.

RECOMMENDATION:

Adopt the attached resolution approving the transfer of Obsolete Property Rehabilitation Exemption Certificate 3-15-0019 from Creative Constructs, Inc., to 42 Hillsdale, LLC, and instruct city staff to forward the documents to the STC so the transfer can be acknowledged and records updated.

RESOLUTION NO. _____

**RESOLUTION TO TRANSFER AN OBSOLETE PROPERTY REHABILITATION ACT
(OPRA) EXEMPTION CERTIFICATE NUMBER 3-15-0019**

At a regular meeting of the Common Council of the City of Hillsdale, held on August 19, 2024, at City Hall, 97 N Broad St, in Hillsdale, Michigan at 7:00 p.m., duly called and held in accordance with the law and the bylaws in the State of Michigan, at which a quorum of the council members were present, the following Resolution was adopted:

WHEREAS, pursuant to PA 146 of 2000, the City of Hillsdale is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts; and

WHEREAS, the City of Hillsdale legally established the Obsolete Property Rehabilitation District No. 2013-01 on July 15, 2013, after a public hearing held on July 15, 2013; and

WHEREAS, the City of Hillsdale approved an OPRA application for Creative Constructs, Inc., certificate number 3-15-0019, for property located at 42 Union Street, Hillsdale, Michigan; and

WHEREAS, Public Act 146 of 2000, the Obsolete Property Rehabilitation Act, provides for the transfer of the certificate by the legislative body of the qualified local governmental unit; and

WHEREAS, ownership of the property at 42 Union Street has been transferred to 42 Hillsdale, LLC, and a request has been submitted to transfer this OPRA certificate to 42 Hillsdale, LLC; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Hillsdale that the City of Hillsdale hereby transfers the Obsolete Property Rehabilitation Exemption Certificate number 3-15-0019 from Creative Constructs, Inc. to 42 Hillsdale, LLC, for property located at 42 Union Street, Hillsdale, Michigan.

Motion by Council Member _____, Seconded by Council Member _____, and thereupon adopted this Resolution No. _____ on this 19th day of August, 2024.

AYES:

NAYS:

Absent:

Abstained:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Common Council of the City of Hillsdale, County of Hillsdale, Michigan at a regular meeting held on August 19, 2024.

RESOLUTION DECLARED ADOPTED.

Adam Stockford, Mayor

Katy Price, Clerk

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) 42 Hillsdale, LLC		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 8333 Dalton Rd., Onsted MI 49265		
Location of obsolete facility (Number and Street, City, State, ZIP Code) 42 Union Street, Hillsdale MI 49242		
City, Township, Village (indicate which) City of Hillsdale	County Hillsdale	
Date of Commencement of Rehabilitation (mm/dd/yyyy) 06/01/15	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 06/01/16	School District where facility is located (include school code) Hillsdale 30020
Estimated Cost of Rehabilitation 1,547,766.00	Number of years exemption requested 12	
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input checked="" type="checkbox"/> Increase commercial activity	<input checked="" type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input checked="" type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. _____		
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		
APPLICANT CERTIFICATION		
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 of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.		
The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.		
It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, 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 Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.		
Name of Company Officer (No authorized agents) Glynda Hubbard	Telephone Number (517) 320-2056	Fax Number
Mailing Address 8333 Dalton Rd., Onsted MI 49265	E-mail Address 42unionstreet@gmail.com	
Signature of Company Officer (no authorized agents) <i>Glynda Hubbard</i>	Title President	
LOCAL GOVERNMENT UNIT CLERK CERTIFICATION		
The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.		
Signature <i>[Signature]</i>	Date Application Received 8/14/2024	
FOR STATE TAX COMMISSION USE		
Application Number	Date Received	LUCI Code

TRANSFER

LOCAL GOVERNMENT ACTION		
This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.		
PART 1: ACTION TAKEN		
Action Date _____		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) <input type="checkbox"/> Denied		
Date District Established _____	LUCI Code _____	School Code _____
PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)		
<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(f) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>	
PART 3: ASSESSOR RECOMMENDATIONS		
Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)		
Building Taxable Value		Building State Equalized Value
\$ _____		\$ _____
Name of Government Unit _____	Date of Action Application _____	Date of Statement of Obsolescence _____
PART 4: CLERK CERTIFICATION		
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.		
Name of Clerk _____	Telephone Number _____	
Clerk Mailing Address _____		
Mailing Address _____		
Telephone Number _____	Fax Number _____	E-mail Address _____
Clerk Signature _____		Date _____

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

City of Hillsdale

Agenda Item Summary

Meeting Date: August 19, 2024

Agenda Item: New Business

SUBJECT: Keefer House Hotel, LLC OPRA Resolution Amendment Request

BACKGROUND PROVIDED BY: Sam Fry, Marketing and Econ. Development Coordinator

On April 1, 2019, the City of Hillsdale approved Resolution #3372, which granted Keefer House Hotel, LLC an Obsolete Property Rehabilitation Exemption Certificate for property located at 96, 100, 102, 104 N. Howell Street, Hillsdale, Michigan, for a period of 12 years beginning December 31, 2019, and ending December 30, 2032, pursuant to the provisions of Public Act 146 of 2000, as amended.

Resolution #3372 required that the rehabilitation of the facility shall be completed by December 30, 2021. Following the approval of Resolution #3372, the developer faced delays on the project due to the COVID-19 pandemic, labor and material shortages, cost increases, and major water/foundation issues.

Keefer House Hotel, LLC submitted the attached letter dated August 16, 2024, requesting Hillsdale City Council amend the completion date listed in Resolution #3372 to December 31, 2024. OPRA's are approved at the local level but subject to State Tax Commission review. Updating the project completion date will ensure the State Tax Commission does not revoke the certificate while this project is still ongoing.

RECOMMENDATION:

City Council consider adopting the following resolution amending the completion date of Resolution #3372 to December 31, 2024.

CITY OF HILLSDALE, MICHIGAN
RESOLUTION NO. _____

A RESOLUTION TO AMEND RESOLUTION NO. 3372 APPROVING OBSOLETE PROPERTY REHABILITATION CERTIFICATE APPLICATION FOR KEEFER HOUSE HOTEL, LLC FOR PROPERTY LOCATED AT 96, 100, 102, 104 N. HOWELL STREET, HILLSDALE, MICHIGAN

WHEREAS, City Council approved Resolution No. 3372 Approving Obsolete Property Rehabilitation Certificate Application for Keefer House Hotel, LLC for property located at 96, 100, 102, 104 N. Howell Street, Hillsdale, Michigan, at a regular meeting held on April 1, 2019;

WHEREAS, the City of Hillsdale required that rehabilitation of the facility shall be completed by December 30, 2021; and

WHEREAS, the rehabilitation of the facility was delayed by the COVID-19 pandemic, labor and material shortages, cost increases, and major water and foundation issues; and

WHEREAS, Keefer House Hotel, LLC submitted a letter to City Council requesting a new project completion date of December 31, 2024;

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 3372 Approving Obsolete Property Rehabilitation Certificate Application for Keefer House Hotel, LLC for property located at 96, 100, 102, 104 N. Howell Street, Hillsdale, Michigan, is hereby amended to require that rehabilitation of the facility shall be completed by December 31, 2024.

AYES:

NAYS:

PASSED IN OPEN COUNCIL MEETING THIS 19th DAY OF AUGUST, 2024.

Adam Stockford, Mayor

Attest:

Katy Price, City Clerk



ISSUED: 8/16/2024

OPRA RESOLUTION AMENDMENT

KEEFER HOUSE HOTEL

Dear Mr. Mackie,

On April 1, 2019, the City of Hillsdale approved Resolution #3372 granting The Keefer House Hotel, LLC an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in Obsolete Property Rehabilitation District No. 2013-01 at 96, 100, 102, 104 N. Howell Street for a period of 12 years beginning December 31, 2019, and ending December 30, 2032, pursuant to the Provisions of PA 146 of 2000, as amended. A condition of the initial resolution requires that rehabilitation of the facility shall be completed by December 30, 2021. On October 2, 2023, City Council approved an amendment to the completion date of the Resolution #3372 to August 1, 2024.

We are requesting the Hillsdale City Council amend the completion date of Resolution #3372 to December 31, 2024.

The OPRA Program was created to encourage and assist developers and property owners in the redevelopment of blighted buildings to make them vibrant commercial properties. At minimum this redevelopment is meant to eliminate blight and increase safety, so these facilities are no longer a public nuisance. Eligible obsolete properties must also meet certain requirements post rehabilitation, "...completion of the rehabilitated facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas...". This project received a blight designation prior to our initial request, and it will meet those post rehabilitation requirements. See the attached Blight Certification letter from the City Assessor which details the property's obsolescence and qualification for this program.

At the time of this application, our rehabilitation construction costs were approximately \$6 Million as noted in the initial OPRA application. Today, our construction cost is around \$10.5 Million. The total project cost is now close to \$16.5 Million.

An OPRA freezes the assessed taxable value of the property at the current present value at the time of the application and in this case, that was as of December 2019. The assessed taxable value is then maintained at that rate for 12 years. Until the project is completed, there is no increase in the taxable value of the property so there is no generation of possible additional taxes to abate with the OPRA. The longer the project takes to complete the less time we will have to actualize the abatement. It was approved for 12 years, and we currently have 8 years remaining.

Without approving this amendment, the OPRA will expire. When we then complete the Keefer House Hotel, we must pay taxes on the significantly increased taxable value at a time when the hotel will need this abatement the most and at point that defines what this abatement program was created to do. The abatement will allow this hotel the chance to stabilize its operations as it gets up and running and to become an economic catalyst for Hillsdale's revitalization. It will ensure the hotel has additional funds to cover the increased development expenses associated with redeveloping an obsolete and blighted property.

ISSUED: 8/16/2024

Once complete, the Keefer will bring approximately 55 FTE jobs to the city. Additionally, this project will bring visitors to downtown Hillsdale and the surrounding shops and restaurants year-round. When completed the Keefer will offer a boutique, upscale hotel and dining experience while preserving and restoring this historic and iconic building in the heart of the city. Along with the hotel, we will continue to operate the Dawn Theater as an events and entertainment venue and as an extension of the Keefer. Our team continues to prepare for opening, by ordering nearly all the Owner Supplied Items, preparing operating systems, identifying principal staff, and finalizing our website.

Since last fall, CLRED's V.P. of Construction and Development, Nick Fox has presented to Council with progress updates on construction. Additionally, CLRED hosted two scheduled construction site walk-throughs for all City Council Members. Nick Fox will continue to appear before the Council and provide site visits to Council allowing members to ask questions, understand obstacles and witness the on-going progress. A representative of CLRED will be in Hillsdale on a regular, bi-weekly/weekly basis to monitor construction progress and ensure issues are addressed immediately.

Thank you for your continued support of this transformational project by approving this requested amendment to allow the previously approved OPRA to remain in effect to help make the Keefer House Hotel sustainable and economically transformative. We appreciate both the Council and the Public's patience as we work through this pivotal moment and move forward on this incredible project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brant Cohen".

Brant Cohen

Senior Development Associate, *CLRED*

CC: Nathan Watson, Kimberly Thomas, Sam Fry



CITY OF HILLSDALE

Code Enforcement

97 NORTH BROAD STREET
HILLSDALE, MICHIGAN 49242-1695
(517) 437-6455 FAX: (517) 437-6448
codeenforcement@cityofhillsdale.org

September 29, 2020

Keefer House Hotel LLC
c/o Brant Cohen, CL Real Estate
315 Fifth St
Peru, IL 61354

Re: Property at 104 N HOWELL ST ETAL, Hillsdale, Michigan, 49242
Blight Certification – Dangerous Building

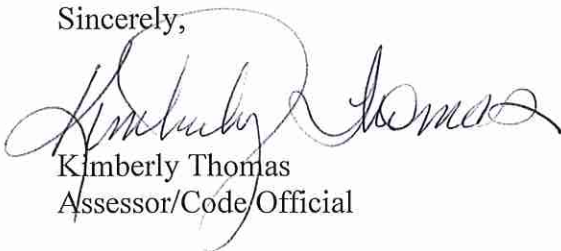
Dear Mr. Cohen:

The Keefer House Hotel, 104 N HOWELL ST ETAL in the City of Hillsdale, Michigan, and the structures located thereon have been determined to constitute a blighted property under the definition found in the Brownfield Redevelopment Act, Act 381 of 1996, MCL Section 125.2652, based on one or more of the following conditions:

1. It has been declared a public nuisance in accordance with the International Property Maintenance Code as adopted by the City of Hillsdale.
2. It is an attractive nuisance to children because of physical condition, use, or occupancy.
3. It is a fire hazard or is otherwise dangerous to the safety of persons or property.
4. It has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.

The necessary action has not been taken to eliminate the blighted conditions above. If you have any questions regarding this matter, please feel free to give me a call to discuss them.

Sincerely,



Kimberly Thomas
Assessor/Code Official

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

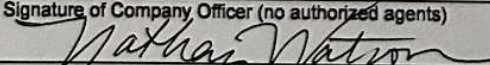
Applicant (Company) Name (applicant must be the OWNER of the facility) The Keefer House Hotel, LLC		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 241 Marquette Street, LaSalle, IL 61301		
Location of obsolete facility (Number and Street, City, State, ZIP Code) 96, 100, 102, 104 N. Howell Street		
City, Township, Village (indicate which) City of Hillsdale	County Hillsdale	
Date of Commencement of Rehabilitation (mm/dd/yyyy) July 2019	Planned date of Completion of Rehabilitation (mm/dd/yyyy) December 31, 2024	School District where facility is located (include school code) Hillsdale Community Sch
Estimated Cost of Rehabilitation \$10,500,000.00	Number of years exemption requested 12	
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input checked="" type="checkbox"/> Increase commercial activity	<input type="checkbox"/> Retain employment	<input type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. _____		
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		

APPLICANT CERTIFICATION

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 of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, 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 Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (No authorized agents) Nathan Watson	Telephone Number (815) 224-6639	Fax Number
Mailing Address 241 Marquette St, LaSalle, IL 61301	E-mail Address nathan.watson@cl-red.com	
Signature of Company Officer (no authorized agents) 	Title General Manager	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

Signature	Date Application Received
-----------	---------------------------

FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
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City of Hillsdale

Agenda Item Summary

MEETING DATE: August 19, 2024

AGENDA ITEM #: New Business

SUBJECT: International Brotherhood of Electrical Workers (IBEW Local 876)

BACKGROUND PROVIDED BY: David Mackie, BPU Director/City Manager

Attached is the newly negotiated contract between the City of Hillsdale and the International Brotherhood of Electrical Workers Local 876 for the BPU Board's consideration. 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 - 5% and year 3 - 4% (Page 37 & 39)
- On-call pay increased from 10 hours to 12 hours per week (Page 13)
- Annual sick leave payout percentage increased from 75% to 100% (Page 16)
- Added PTO payout language for hours above 80 hours used (Page 18)
- Increase employee contribution from 9.16% to 10.16% into the MERS pension plan (Page 20)
- Addition of Good Friday, Juneteenth and Employee's Birthday as holidays (PAGE 30)

The BPU Board met on August 13th at 7:00 pm and had the following recommendation.

Pursuant to Chapter 15 Act 267 of 1976 15.268 Closed sessions, the City Council reserves the right to enter into closed session for (c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

RECOMMENDATION:

BPU Board supports the IBEW contract but recommends the City Council discuss rejecting the PTO payout and the Employee's Birthday off as a holiday contract changes due to their long-term city-wide impact.

AGREEMENT BETWEEN
THE CITY OF HILLSDALE, MICHIGAN
AND
LOCAL UNION #876
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS (IBEW)

(EFFECTIVE DATE: July 1st, 2024 ~~October 7, 2021~~)

(EXPIRATION DATE: June 30, 2027 ~~JUNE 30, 2024~~)

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I, PURPOSE AND INTENT	1
ARTICLE II, RECOGNITION.....	1
Section 1. Recognition.....	1
Section 2. City's Rights.....	1
Section 3. Rules & Regulations.....	1
Section 4. Use of Contractors.....	2
Section 5. Temporary and Seasonal Employees	2
Section 6. Nondiscrimination	2
Section 7. Union Activity During Working Hours	2
Section 8. Union Representation.....	2
Section 9. Bargaining Committee	2
Section 10. Union Dues and Indemnity Provision	2
Section 11. Loyal and Efficient Service.....	3
ARTICLE III, STRIKES AND LOCKOUTS.....	3
Section 1. Union Supported Strikes	3
Section 2. Unsanctioned Strikes.....	3
Section 3. Picket Line	3
ARTICLE IV, GRIEVANCE PROCEDURE	3
Section 1. Grievance	3
First Step	3
Second Step.....	4
Third Step.....	4
Section 2. Time Limits.....	4
Section 3. Special Conferences	4
Section 4. Definition of "Day(s)"	4
Section 5. Grievance Settlement	4
Section 6. Arbitrator Expenses	5
Section 7. Arbitrator Selection.....	5
Section 8. Arbitrator Decision	5
ARTICLE V, DISCHARGE AND SUSPENSION	5
Section 1. Disciplinary Action.....	5
Verbal Reprimand.....	5
Written Reprimand	5
Suspension	6
Discharge	6
Section 2. Orientation, Temporary, Part-time.....	6
Section 3. Disciplinary Action/Procedure.....	6
Section 4. Immediate Suspension	6

Section 5.	Release of Information.....	6
Section 6.	Reinstatement.....	6
Section 7.	Employee Time Sheets & Records.....	7
ARTICLE VI, SENIORITY		7
Section 1.	Bargaining Unit Seniority	7
Section 2.	Orientation Period.....	7
Section 3.	Seniority List.....	7
Section 4.	Seniority Broken	7
Section 5.	Termination of Seniority and Employment	7
ARTICLE VII, LAY OFF AND RECALL.....		8
Section 1.	Reduction in Work Force	8
Section 2.	Temporary Layoff.....	8
Section 3.	Super Seniority.....	9
ARTICLE VIII, CREATION OR ELIMINATION OF JOB CLASSIFICATIONS.....		9
Section 1.	Creation or Elimination of Job Classifications	9
Section 2.	Disagreement with Rate of Pay.....	9
ARTICLE IX, PROMOTIONS		9
Section 1.	Job Postings.....	9
Section 2.	Bidding Seniority	9
Section 3.	Orientation Period	9
ARTICLE X, TEMPORARY TRANSFERS		9
Section 1.	Temporary Transfers	9
Section 2.	Temporary Higher Classification	10
ARTICLE XI, BARGAINING UNIT POSITION		10
Section 1.	Promotions/Demotions Outside Bargaining Unit.....	10
Section 2.	Involuntary Transfer.....	10
ARTICLE XII, EMPLOYEE PERFORMANCE EVALUATIONS.....		10
Section 1.	New Hire Performance Performance Evaluation	10
Section 2.	Annual Evaluation	10
ARTICLE XIII, HOURS OF WORK, OVERTIME, TENURE PAY		11
Section 1.	Regular Work Week.....	11
Section 2.	Second Shift.....	11
Section 3.	Regular Day Shift.....	11
Section 4.	Regular Shift Hours Adjusted	11
Section 5.	Split Shift.....	11
Section 6.	Breaks.....	11
Section 7.	Wash-up Period	11
Section 8.	Locker/Facilities	11

Section 9.	Hours Worked	11
Section 10.	Scheduled Overtime	12
Section 11.	On-call Rotation	12
Section 12.	On-call/Overtime	12
Section 13.	Call Back Time.....	12
Section 14.	Reporting for Call-in.....	12
Section 15.	On-call Pay	13
Section 16.	Paid Biweekly.....	13
Section 17.	Tenure Program.....	13
Section 18.	Meal Allowance.....	13
Section 19.	Storm Work.....	14
<u>Section 20.</u>	<u>Sleep Time</u>	<u>14</u>
<u>SSSSSS</u>		

ARTICLE XIV, SICK LEAVE AND GROUP INSURANCE.....	14
Section 1. Sick Leave Defined	14
Section 2. Notification of Sick Leave.....	14
Section 3. Returning from Sick Leave.....	14
Section 4. Abuse of Sick Leave	15
Section 5. Sick Leave Segments	15
Section 6. Physician's Certificate.....	15
Section 7. City's Physician	15
Section 8. Accumulated Sick Leave	15
Section 9. Annual Bank of Sick Leave.....	15
Section 10. Approved Use of Sick Leave.....	176
Section 114. Disability/Social Security.....	186
Section 122. Sick Leave Supplement to Workers' Compensation.....	186
Section 133. Group Health Insurance	186
Section 144. Dual Health Insurance Coverage	186
Section 155. Insurance Coverage	186
Section 166. Term Life Insurance	197
ARTICLE XV, PAID TIME OFF	197
ARTICLE XVI, SHORT TERM DISABILITY	18
ARTICLE XVII, LIGHT DUTY.....	19
Section 1. Light Duty	19
ARTICLE XVII, PENSIONS.....	19
Section 1. Retirement Program	19
Section 2. Retirement.....	20
ARTICLE XVIII, VACATION	20
Section 1. Vacation Accrual	20
Section 2. Military Leave.....	21
Section 3. Maximum Vacation Accrual.....	21
Section 4. Minimum Vacation Credit Taken.....	21

|

Section 5.	Paid Accumulation.....	21
Section 6.	Vacation Scheduling.....	21
Section 7.	Vacation Earned on Approved Leave.....	21
Section 8.	Lost Time.....	22
Section 9.	Holidays/Vacation Time.....	22
Section 10.	Personal.....	22
Section 11.	Call-in from Vacation.....	22
 ARTICLE XX, LEAVE OF ABSENCE.....		22
Section 1.	Personal Leave.....	22
Section 2.	Military Leave.....	22
Section 3.	National Guard Leave.....	22
Section 4.	Leave for Work Related Disability.....	22
Section 5.	Leave for Non-Work Related Disability.....	23
Section 6.	Fringe Benefits Earned on Non-Paid Absence.....	23
Section 7.	Court Leaves.....	23
Section 8.	Leave - Union Business.....	24
Section 9.	Family and Medical Leave.....	25
 ARTICLE XXI, ATTENDANCE.....		25
Section 1.	Starting Time.....	25
Section 2.	Notification of Absence.....	25
Section 3.	Excessive Absenteeism.....	25
Section 4.	Average Attendance.....	25
 ARTICLE XXII, BEREAVEMENT LEAVE.....		26
Section 1.	Immediate Family.....	26
Section 2.	Extended Family.....	26
 ARTICLE XXIII, EQUIPMENT, ACCIDENTS AND REPORTS.....		26
Section 1.	On-the-Job Injury.....	26
Section 2.	Safe Operating Vehicles.....	26
Section 3.	Unnecessarily Dangerous Work Conditions.....	26
Section 4.	Accident Reports.....	26
Section 5.	Defective Vehicles.....	26
Section 6.	Defective Equipment.....	26
Section 7.	Violation of Safety Rules.....	27
Section 8.	Loss or Damage.....	27
 ARTICLE XXIV, TRAINING, CONFERENCES, SEMINARS AND WORKSHOPS.....		27
Section 1.	On-site Training.....	27
Section 2.	Off-site Training.....	27
Section 3.	Educational Assistance.....	27
Section 4.	Educational Assistance Repayment.....	28

ARTICLE XXV, HOLIDAY PAY 27
 Section 1. Holidays.....27

ARTICLE XXVI, MISCELLANEOUS..... 28
 Section 1. Protective Equipment..... 28
 Section 2. Compliance with Laws 29
 Section 3. Collective Bargaining Agreement.....,..... 29
 Section 4. Negotiations..... 29
 Section 5. Workers' Compensation 29
 Section 6. Work Shoes, Prescription Safety Glasses & Safety Equipment..... 29
 Section 7. Mileage 29
 Section 8. Vacancies..... 29
 Section 9. Safety Committee 30
 Section 10. Bulletin Board 30
 Section 11. Return to Work 30
 Section 12. Commercial Driver's License (CDL)..... 30
 Section 13. Uniforms..... 31
 Section 14. Statement of Accrued Leave 31
 Section 15. Replacement of Tools..... 31
 Section 16. Live Line Work 31
 Section 17. Inclement Weather..... 31
 Section 18. Reporting Location..... 31
 Section 19. Personal Cell Phone Use 31
 Section 20. Licensing Requirement..... 32
 Section 21. Electrical Lineman Apprenticeship Reimbursement and Rates..... 32
 Section 22. Volunteer Hours 32

ARTICLE XXVII, SEPARABILITY AND SAVINGS CLAUSE 32

ARTICLE XXVIII, PERIOD OF AGREEMENT - APPROVAL 32

ARTICLE XXIX, EMERGENCY MANAGER..... 33

APPENDIX A, WAGES 34

APPENDIX B, HEALTH INSURANCE 37

LETTER OF UNDERSTANDING 38



AGREEMENT

THIS AGREEMENT, made and entered into as of the ~~1st, day of July, 2024~~ 7th day of October, 2024 by and between the CITY OF HILLSDALE, MICHIGAN, BOARD OF PUBLIC UTILITIES, hereinafter referred to as the "City" and LOCAL UNION #876, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-CIO, hereinafter referred to as the "Union."

ARTICLE I **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, benefits, hours, and working conditions which shall prevail for the duration of this Agreement; and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees, the Union, and the citizens of Hillsdale, Michigan. Wherein this Agreement, it refers to masculine or feminine gender, it means both.

For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, to promote harmony, efficiency and the continuance of a proper level of services to the community, to the end that the City, the Union and the general public mutually benefit, the parties do hereby agree with each other as follows, to wit:

ARTICLE II **RECOGNITION**

Section 1. Recognition. The City hereby recognizes the Union as the exclusive representative in collective bargaining with the City for the employees in the following unit (Case R90-D127 7/9/90, MLRD); all full-time and regular part-time employees employed by the City of Hillsdale, Michigan with the Board of Public Utilities in the Distribution Department. Excluded: the Deputy Directors, Office Clericals, Guards, and other Supervisors as defined by the act and all other employees.

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, except in emergencies, provided that any non-bargaining unit employee so utilized shall be qualified to perform the necessary work.

Section 2. City's Rights. Nothing in this Agreement shall be deemed to limit or curtail the City in any way in the exercise of its rights, powers and authority, which the City had prior to the date hereof, except as otherwise provided in this agreement.

Section 3. Rules and Regulations. The City shall have the right to make such reasonable rules and regulations not in conflict with the express terms of this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and effective operation of the Department and to require compliance therewith after notice to the Union and affected employees.

A Special Conference may be requested in writing by the Union, in the event of objection, within ten (10) working days of the date upon which such rule or regulation is promulgated. The City also agrees that it will not act in an arbitrary or capricious manner in exercising its rights, and bargaining unit employees shall be treated fairly and equally.

Section 4. Use of Contractors. The Union recognizes the right of the City to have work covered by this Agreement performed by contractors. The City will notify the Union when it decides to subcontract work covered by this agreement, provided that such notice need not be given in emergency situations. The work they do shall in no way cause an employee(s) covered by this agreement to be laid off, part-timed or demoted to a lower classification.

Section 5. Temporary and Seasonal Employees. The Union recognizes the right of the City to hire temporary or seasonal employees. It shall notify the Union prior to such hiring as to their purpose and length of time expected to be used. From time to time federally funded programs, college intern programs and the like are available, and since it is to the best interest of the City and Union to train such employees, such temporary employees will not be in the bargaining unit. However, at no time will this type of employment be used over ninety (90) days duration.

Section 6. Nondiscrimination. The parties of this Agreement will not discriminate against any individual because of his race, color, religion, sex, national origin or on any other basis as prohibited by law.

Section 7. Union Activity During Working Hours. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. However, the duly authorized representative of the Union shall have access to the employees covered by this Agreement for business meetings during normal working hours, so long as no disruption of the work schedule occurs.

Section 8. Union Representation. The Union may appoint two Stewards, as it deems advisable. It shall designate one Chief Steward and one Alternate Chief Steward, of which the Union shall notify the City in writing.

Section 9. Bargaining Committee. The Bargaining Committee of the Union will include no more than two (2) employees, when negotiation meetings are held on work time; such employees will be paid by the City. It may also include non-employee representatives of Local Union 876 of the International Brotherhood of Electrical Workers.

Section 10. Union Dues and Indemnity Provision. During the term of this Agreement, the City agrees to assist the Union to collect union dues in accordance with the following:

- A. The City will provide the Union with the names of all new employees upon their initial hire with the City in a position covered by this Agreement. The Union will provide the City with signed dues deduction authorizations from its members and the City will deduct Union membership dues from the paycheck of employees covered by those Union dues deduction authorizations.

- B. All Union dues deduction authorizations filed with the City shall become effective the first (1st) full payroll period after receipt by the City. All dues so deducted shall be remitted to the Union at an address authorized for this purpose.
- C. The Union agrees to indemnify and hold the City 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 City on account of the application of this Section 10.

Section 11. Loyal and Efficient Service. The Union agrees that its members who are employees of the City will individually and collectively perform loyal and efficient service, will protect the interests and property of the City, and cooperate with the City and its employees to this end. All employees and management representatives shall maintain an attitude conducive to good work in their relationships to each other and showing loyalty to the City.

ARTICLE III **STRIKES AND LOCKOUTS**

Section 1. Union Supported Strikes. The Union agrees that, during the life of this agreement, neither the Union nor its agents will authorize, instigate, aid, or engage in work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same periods there will be no lockouts.

Section 2. Unsanctioned Strikes. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike or other concerted activity shall be terminated.

Section 3. Picket Line. It is understood that the employer shall not order a bargaining unit employee to cross a picket line where physical violence is present or imminent.

ARTICLE IV **GRIEVANCE PROCEDURE**

Section 1. Grievance. Any dispute or grievance that may arise between the City and the Union or its members shall be taken up for settlement in the simplest and most direct manner. Except where by mutual consent another procedure is agreed upon in writing, such dispute and grievance matters shall be handled as follows:

First Step: 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 of knowledge of the occurrence giving rise to the grievance. 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.

Second Step: 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 Director, and shall notify the Director 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 Director shall arrange to meet with the Union's representatives. Such meeting shall be held within fifteen (15) working days following the aforementioned meeting. The Director and City Manager shall deliver to the Union representative a written response to the grievance within five (5) working days thereafter.

Third Step: If the grievance is not resolved in Step 2, it shall be referred to arbitration upon the request of either the Union or the employer. 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 decision. There shall be no strikes, lockouts, cessations 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 shall have no power to add to, subtract from or modify this Agreement, or to declare any provisions of this Agreement illegal.

Section 2. 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 City's last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step within the Grievance Procedure excluding Step 3 arbitration. 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.

Section 3. Special Conferences. Upon the request of the Union or City, the City Manager, Director and Union Business Agent or their designees may meet to discuss matters of mutual concern which are not grievances as defined in this agreement. If these differences of mutual concern cannot be settled in a special conference, then they may be submitted to the grievance procedures.

Section 4. Definition of "Day(s)". For purposes of this Article, "day(s)" shall not include Saturday, Sunday, or holidays recognized under this Agreement. Unless mutually agreed in writing, the time limits herein are of the essence and the parties must process the grievance within the time limits provided.

Section 5. Grievance Settlement. An agreement made between a supervisor and an employee in settlement of a grievance without the presence of a Union Steward shall not serve as precedent

for future grievances for or against either party. Settlements made at any other level may be only upon mutual agreement of the parties. A copy of any agreed upon settlement shall be furnished to the appropriate Union Steward, Business Manager, City Manager and Director.

Section 6. Arbitrator Expenses. Arbitrator's fees, costs and expenses shall be shared equally by the parties.

Section 7. Arbitrator Selection. The arbitrator shall be selected by each party alternatively striking one name from the list furnished by the Federal Mediation and Conciliation Service. The remaining name shall be the selected arbitrator. Either party may reject one list submitted by the Federal Mediation and Conciliation Service.

Section 8. Arbitrator Decision. The decision of the arbitrator final and binding on both parties, provided the arbitrator exceed his authority.

ARTICLE V **DISCHARGE AND SUSPENSION**

Section 1. Disciplinary Action.

VERBAL REPRIMAND:

A verbal statement by the supervisor to an employee, usually pointing out an unsatisfactory element of job performance, is intended to be corrective or cautionary. A verbal reprimand informally defines the area of needed improvement, sets up goals for the achievement of improvement, and informs the employee that failure to improve may result in more serious actions. This verbal statement will be documented in writing by the supervisor and sent to the Personnel Department for placement in the employees personnel file.

WRITTEN REPRIMAND:

A verbal reprimand is not a prerequisite to a written reprimand. This is the first level of formal discipline. The written reprimand is issued by the supervisor to the employee and a copy is sent to the Personnel Department for placement in employee's personnel file. The objective of the written reprimand is to:

- A. Apply constructive criticism.
- B. Record conduct for supervisory reference.
- C. Provide the employee with a record of failure in conducting himself in a satisfactory manner.
- D. Impose appropriate discipline.

No disciplinary action resulting in a written reprimand shall be considered in subsequent disciplinary action if, within 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 similar offense.

SUSPENSION:

- A. Disciplinary suspension without pay and without prior warning will be imposed when the seriousness of any individual offense indicates that such action is required.
- B. An employee's accumulated record may be cause for suspension.
- C. Generally, suspension will be of not less than three (3) working days. In instances where the severity of the offense appears to warrant discharge, the employee will be suspended pending a complete review of the facts and will be notified as soon as a decision is reached.

DISCHARGE:

- A. Discharge without prior disciplinary action of any kind will be imposed when the seriousness of any individual offense indicates that such action is required.
- B. Discharge may be imposed after repeated warning slips and one or more suspensions, and may also be imposed when the employee's total work record warrants such action.

Section 2. Orientation, Temporary, Part-time. The City reserves the right to suspend, discharge or otherwise discipline orientation, temporary and part-time employees without regard to any other terms of this agreement. Such actions shall not be subject to the grievance procedure contained in this Agreement.

Section 3. Disciplinary Action/Procedure. In any case where disciplinary action is taken by the employer, the following procedure shall generally be followed:

- A. Verbal Reprimand
- B. Written Reprimand
- C. Suspension, transfer or demotion not to exceed ninety (90) days
- D. Discharge

Section 4. Immediate Suspension. Notwithstanding the progressive disciplinary steps provided for in Section 2 of this Article the employer may proceed to impose immediate suspension or discharge, without regard for an employee's past work record in any case involving recklessness, willful and wanton misconduct, dishonesty, violence and/or moral turpitude.

Section 5. Release of Information. It is understood and agreed that, when an employee files a grievance with respect to disciplinary action, including suspension or discharge, the act of filing such grievance shall constitute his authorization to the City and Union to reveal to the decision making participants in the Grievance Procedure, relevant information available to the City concerning the alleged offense, and such filing shall further constitute a release of the City and Union from any and all claims or liability by reason of such disclosure.

Section 6. Reinstatement. In the event that it is decided under the Grievance Procedure that an employee was suspended or discharged in violation of this Agreement, the City shall reinstate

such employee with full compensation, partial compensation or no compensation, as may 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, less any compensation received by the employee during the period he or she was off work due to the suspension or discharge. If an employee is found to have been unjustly suspended or discharged his seniority right shall not be affected.

Section 7. Employee's Time Sheets and Records. 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 identified records of the employee relevant to a specific grievance, at reasonable times.

ARTICLE VI **SENIORITY**

Section 1. Bargaining Unit Seniority. 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 is used in determining retirement benefits, longevity and vacation. Bargaining unit seniority is hereby defined as the total length of service in a department represented by the Union and is used as a factor in connection with job bidding, promotion, transfer, layoff, recall and shift preference, as determined under this agreement's other provisions.

Section 2. Orientation Period. A new employee shall work under the provisions of this Agreement, but shall be employed on a one (1) year orientation period. The purpose of the orientation period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. Orientation employees will receive all City provided fringe benefits within 90 days, providing management has determined the employee meets the criteria as outlined above. During the orientation period, the new employee may be terminated without recourse and shall be considered an at-will employee. Upon completion of the orientation period, the name of the new employee will be added to the seniority list as of his official hire date.

Section 3. Seniority List. The City shall keep a list of the names of employees who have completed their orientation period in order of their seniority, both City wide and by department. The list shall be posted on the bulletin board and available for review by the employees in the bargaining unit. Seniority shall continue to accumulate during all approved leaves of absence, vacations, sick leaves and layoffs, except as hereinafter provided. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 4. Seniority Broken. 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 two years, whichever is less.

Section 5. Termination of Seniority and Employment. An employee's seniority and employment shall terminate for the following reasons:

- A. The employee resigns or quits.
- B. The employee is discharged or terminated.
- C. The employee retires.
- D. The employee is on a lay-off for a period of time equal to his length of continuous service with the Department, or for a period of two years whichever is shorter.
- E. The employee is absent from work for two (2) consecutive working days without prior notification to the City and without justification acceptable to the City Manager or Director.
- F. The employee fails to report for work when due, following any approved leave, absence or disciplinary suspension.
- G. The employee is on disability leave due to illness or injury and remains unable to perform his or her essential job functions for a period of one year, and said disability cannot be met with a reasonable accommodation which enables the employee to return to work and perform the essential functions of his or her job.

ARTICLE VII LAY OFF AND RECALL

Section 1. Reduction in Work Force. When there is a reduction in the work force, the following procedure shall be followed; college intern, temporary, seasonal, part-time and orientation employees shall be laid off first in that order, then regular full-time employees based upon least seniority within the department, provided that management feels that the retained employees with seniority can perform the available work.

An employee shall be able to exercise his seniority throughout the department bargaining unit, regardless of pay scale; provided, however, management feels the employee has the reasonable ability and experience to perform the duties of any position into which he may "BUMP" without any break in or training period.

When the work force is to be increased after a layoff, employees shall be recalled by seniority within the department classification required; provided, however, management feels that such recalled employee(s) have reasonable ability and experience to perform the duties of the available position(s) without any break in or training period.

In the event of a layoff, an employee so laid off shall be given ten (10) working days' notice of layoff and ten (10) days' notice of recall to work. Such notice of recall shall be mailed to his last known address on record with the City by registered mail. In the event that the employee fails to make himself available for recall to work at the end of the ten (10) day period, he shall lose all rights under this Agreement.

Section 2. Temporary Layoff. It is agreed by the parties that if there is a temporary layoff of ninety (90) working days or less of bargaining unit employees, supervisory employees shall not be demoted into bargaining unit positions covered by this agreement.

Section 3. Super Seniority. The Chief Steward shall be granted super seniority for the purposes of layoff and rehire, provided he has the ability and qualifications.

ARTICLE VIII
CREATION OR ELIMINATION OF JOB CLASSIFICATIONS

Section 1. Creation or Elimination of Job Classifications. When and if the City determines that it is necessary to create or eliminate a job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefore and so advise the Union.

Section 2. Disagreement with Rate of Pay. If the Union believes that the proposed rate is inappropriate, the Union shall, within seven (7) calendar days after notification of the proposed wage rate, advise the City in writing of its intention to request bargaining over this wage rate, and the parties shall thereafter meet to discuss the wage rate to be paid for that classification. In the event that the Union does not request bargaining within the seven (7) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification.

ARTICLE IX
PROMOTIONS

Section 1. Job Postings. When it is necessary to fill a new job classification or a vacancy in an existing job classification in the bargaining unit, the City shall post such opening on the bulletin board for a period of ten (10) working days. During such ten (10) day period, employees who have completed their orientation period may bid for such job or vacancy by presenting to the Director or his designated representative, a written and signed notification of their desire to be considered for the vacancy. The employer reserves the right to hire from outside, provided, however, that no bids from qualified employees in the bargaining unit are received. The determination of qualifications shall be established by the Director and the filling of any vacancy in the bargaining unit shall be by the Director.

Section 2. Bidding Seniority. If two (2) or more bidding employees who meet the requirements have the required abilities to relatively the same extent, the employee with the most seniority within the department will be awarded the job.

Section 3. Orientation Period. When such vacancy has been filled, the employee new to that position shall be on an orientation period in the new job for a period of ninety (90) days. During such period, an employee may be removed from the classification, if the Director feels such action is warranted, or upon the employee's request, he will be returned to his former job classification. No employee shall be required to take a promotion.

ARTICLE X
TEMPORARY TRANSFERS

Section 1. Temporary Transfers. The City shall have the right to temporarily transfer bargaining unit employees for periods of absences within the bargaining unit, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work for periods not exceeding ninety (90) working days. The City shall also have the right to

temporarily transfer employees within the bargaining unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise in any calendar year. It is understood and agreed that any employee within the bargaining unit temporarily transferred in accordance with the provisions of this section, shall not acquire any title or right to the job to which he is temporarily transferred, but shall retain his seniority in the classification from which he was transferred. The City shall determine which employees within the job classification may be transferred from one position to another, taking into consideration the seniority and ability of the individuals available for temporary transfer as they relate to the needs of the department and efficient operation of the City.

Section 2. Temporary Higher Classification. When an employee is assigned by management to a higher classification on a temporary basis for more than eight (8) consecutive hours, excluding lunch and break periods, he shall receive the higher rate of pay for the hours worked in the higher classification. When an employee is assigned work in a lower classification than his normal classification during the workday, he shall not suffer a reduction in pay.

ARTICLE XI BARGAINING UNIT POSITION

Section 1. Promotions/Demotions Outside Bargaining Unit. An employee in a classification subject to the terms of this agreement, who is promoted or demoted to a position 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 or demotion. An employee who is transferred within the twelve months shall be permitted to use the bump procedure in reentering a job and wage generally similar to the one held prior to transfer.

Section 2. Involuntary Transfer. If an employee voluntarily transfers to a position not included in the bargaining unit and is thereafter involuntarily transferred again to a position within the bargaining unit, or voluntarily returns within twelve (12) months, he shall continue to accumulate seniority while working in the position to which he was transferred for a period of up to twelve (12) months. Thereafter, the employee shall lose all accumulated seniority.

ARTICLE XII EMPLOYEE PERFORMANCE EVALUATIONS

Section 1. New Hire Performance Evaluation. All newly hired employees shall be given a performance evaluation prior to the completion of their orientation period.

Section 2. Annual Evaluation. Each regular full-time employee shall receive a written evaluation annually. When an employee is reclassified there shall be an evaluation after three months on the new job and annually thereafter.

ARTICLE XIII
HOURS OF WORK, OVERTIME, TENURE PAY

Section 1. Regular Work Week. The regular workweek for bargaining unit employees shall consist of Monday through Friday, totaling five (5) consecutive eight-hour days, forty (40) hours per workweek.

Section 2. Second Shift. Management reserves the right to establish a second shift and to establish hours therefore; provided that upon request; Management will meet with the Union in special conference to consider an adjustment to the hours selected by Management.

Section 3. Regular Day Shift. The regular day shift shall commence at ~~7:30 A.M. and end at 4:00 P.M. with one-half hour unpaid lunch. From the first Monday in April through the last Friday in October the regular day shift normally commences at~~ 7:00 A.M. and end at 3:30 P.M. with one-half hour unpaid lunch. Management may adjust the starting and ending times for the shift by not to exceed one-half hour upon five working days' notice; provided, that the adjusted shift hours will remain in effect for not less than five (5) working days or overtime provision shall apply.

Section 4. Regular Shift Hours Adjusted. Management and the bargaining unit employees may mutually agree to adjust regular shift hours at any time and for any duration notwithstanding any other provision of this article.

Section 5. Split Shift. There shall be no split shift. Lunch period shall be no longer than one-half hour duration on any shift.

Section 6. Breaks. Each bargaining unit employee shall be granted a ten-minute, on-site break during the first half of the shift and a ten-minute, on-site break during the second half of the shift.

Section 7. Wash-up Period. There shall be a ten-minute wash-up period, if necessary, prior to the end of each shift.

Section 8. Locker/Facilities. The City shall furnish employees with disinfectant soap, washroom, shower and lockers within such buildings as Management designates for use by the bargaining unit employees.

Section 9. Hours Worked.

A. An employee who has actually worked sixteen (16) hours or more within a twenty-four (24) period whenever possible shall be released for eight (8) hours or more before reporting for his regular scheduled duty.

A.B. Power Plant Operations shall be staffed at the Superintendents' discretion during and after hours. employees on call may be required to staff power plant during their rotation where normal overtime rates still apply.

B.C. All employees shall receive overtime compensation at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked in excess of eight (8) hours in any one day; in excess of forty (40) hours in any one week; and during any call-in hours that are outside of regular shift hours ~~(7:30 a.m. to 4:00 p.m.)~~ (7:00am-3:30pm) on any day other than Sunday or on a scheduled holiday without regard to the number of hours worked on

that day or during that week.

E.D. Double time shall be paid for:

- (1) All hours worked on Sunday;
- (2) All hours worked on a scheduled holiday;
- (3) All hours worked in excess of sixteen (16) consecutive hours provided an employee obtains authorization to do so during the fifteenth (15th) hour worked. In the absence of such authorization, compensation shall be at one and one-half (1 1/2) times the regular hourly rate; provided, further, that if the employee is scheduled to work within eight (8) hours after being released, he shall receive straight time for any portion of his regularly scheduled hours which are within the eight (8) hour period referred to herein.
- (4) All hours when working on another utilities project. In addition, Employees working on another utilities system shall receive the higher of their current Hillsdale classification wage rate or the other utilities equivalent classification wage rates for all hours worked on the system.

For scheduled work, in addition to the higher pay scale, employees shall receive straight time, overtime, or double time in accordance with what the other utility would charge Hillsdale for similar scheduled work. Mutual aid, emergency, or unscheduled work remains double time. Subject to the Director's discretion, when mutual aid or contractors are used in a declared storm emergency, members working on the electric system will be paid two (2) times their regular rate of pay. Scheduled work is intended to mean projects and manpower sharing planned in advance with a limited duration and specific project goal.

Section 10. Scheduled Overtime. When scheduled overtime is to be worked, the Employer will make every effort to give the employees involved at least twenty-four (24) hours advance notice. The Employer shall have the right to require employees to work reasonable amounts of overtime.

Section 11. On-call Rotation. The Employer shall maintain an on-call rotational list as presently provided and administered. On-call duty will be for periods of seven (7) consecutive calendar days.

Section 12. On-call/Overtime. The personnel on-call in each department shall have the first opportunity at all overtime in said department, whether scheduled or unscheduled. The City shall furnish employees on-call with a beeper or other paging device. In a situation where additional assistance is required from another department, the on-call employee from the other department shall be the first contacted for call-in. Water personnel on call, and electric personnel on call, will take care of their designated departments' locates after hours.

Section 13. Call Back Time. Employees called back to work after completing a regularly scheduled day or shift shall be compensated for such additional work at the applicable overtime rate. Employees called back to work as specified above shall receive a minimum of two (2) hours at time and one-half, or higher rate if applicable, except that the two (2) hours minimum shall not apply to less than one (1) hour overtime work immediately preceding a regular shift.

Section 14. Reporting for Call-in. An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the applicable overtime rate of pay and shall be assigned by the classifications needed. An employee whose call-in assignment exceeds two and one-half (2 1/2) hours in duration shall be granted four (4) hours pay at the applicable overtime rate of pay.

Section 15. On-call Pay. Employees who are on-call shall receive ~~ten (10)~~ twelve (12) 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 four (4) hours of the on-call pay for each time the employee is unavailable for call out. Notification of on-call employees of a call out shall be attempted by telephone and beeper. Acknowledgment of notification must be made by the on-call employee within 20 minutes of the time it is given. If no acknowledgment is received from the on-call employee within said time limit, it shall be deemed that said on-call employee is unavailable. Documentation of such notification attempts shall be a prerequisite to the imposition of the forfeiture penalty provided for herein. In the event notification of a call-in is not received by the on-call employee as a result of a verified failure of the notification system or any of its components, the forfeiture penalty shall not be imposed. An on-call employee who will be unavailable for call out may, without penalty, make arrangements with another employee to be on-call in his place.

Section 16. Paid Biweekly. Employees shall be paid biweekly (every other Thursday) by 3:00 p.m., unless Thursday is a holiday or the first day of vacation, in which case they shall be paid on Wednesday for the preceding period ending the previous Saturday at midnight.

Section 17. Tenure Program. Each employee shall receive payments of money by December 15th of each year under the tenure program in the amount of \$120.00 per year for each year of the first five (5) years of employment with the employer, and thereafter an amount of \$100.00 per year for each of the second five (5) years of employment with the City. Payments under this article shall be made in accordance with the formula presently used for such payments. The maximum total amount to be paid after ten (10) years of employment to any one person eligible hereunder to be \$1,100.00. The tenure program shall not be available to employees hired on or after July 1, 2016.

Section 18. Meal Allowance. An eight-dollar (\$8.00) meal allowance shall be paid to an employee who is:

- A. Called out and required to work the two (2) hours prior to the start of his regular shift and continues to work his regular shift thereafter; or is
- B. Required to work for at least three (3) hours beyond his normal quitting time; or is
- C. Called out and required to work for at least five (5) hours on Saturday, Sunday or on a holiday specified in this Agreement. An employee shall be paid an additional six dollars (\$6.00) meal allowance for each five (5) hour period worked beyond the periods provided for in subparagraphs B or C above.
- D. Non-Scheduled Mutual Aid work will include 3 meals at fifteen (\$15) per meal for a total of Forty-Five (\$45) per day, with receipts, unless food is provided by the mutual aid requesting party.

An adequate time, not exceeding one-half hour, without pay, shall be allowed as a meal break.

With the approval of the supervisor or foreman, a member of the crew shall be allowed to pick up food and non-alcoholic beverages provided that an adequate staffing level can be maintained to insure job continuation and public safety during his absence.

Employees shall submit a form provided by the Employer for the allowance in this article.

Section 19. Storm Work. Water and Sewer Department employees who assist Electrical Department employees during declared emergencies will receive two times their regular rate of pay for that work, if approved by the Director or a Superintendents.

Section 20. Sleep Time. Any employee called into work during the hours of 11pm to 4am, and works at least 3 actual hours, shall be granted the amount of time worked off their normal 8-hour shift at straight time rate of pay. Normal overtime rates apply during the time worked. The policy will not apply to weekends or holidays. Employee may choose to stay on for the duration of their regular shift. Management, at their discretion, may send the employee(s) home at straight time for the remainder of their shift.

ARTICLE XIV **SICK LEAVE AND GROUP INSURANCE**

Section 1. Sick Leave Defined. Each regular employee hired on or before September 30, 2021, after the first ninety (90) days of employment shall earn sick leave with full pay at the rate of sixty-four (64) hours per twelve-month period on a prorated monthly basis. "Sick leave" is defined as the earned absence from work with pay, which is necessitated by:

- A. A non-work related disabling or contagious illness or disabling injury.
- B. A non-work related and documented exposure to a contagious disease, which is medically certified by the employee's treating physician, or by a physician selected by the City, as posing a threat to the health of the affected employee or others.
- C. Disabling illness or disabling injury to a member of an employee's immediate family which is not of a life threatening variety where attention by the employee is necessary to maintain and protect the health, safety or welfare of the affected family member. Sick leave granted pursuant to this subsection shall be limited to twenty-four (24) hours duration unless extended by the sole discretion of the City. Proof of such disabling illness or disabling injury may be required by the City as a prerequisite to the granting of sick leave hereunder.
- D. Life threatening illness or life threatening injury to a member of an employee's immediate family. Proof of such life threatening condition may be required by the City as a prerequisite to the granting and/or the continuation of sick leave hereunder.

"Immediate family" as used in this Article shall mean and include any of the following dependent persons who are and have been permanent members of the affected employee's household: the employee's spouse, the employee's or employee's spouse's parents, step-parents and children and the employee's step-children.

Section 2. Notification of Sick Leave. When an employee is desirous of utilizing his earned sick leave benefits, such employee shall, if not otherwise prevented by emergency or other bona fide extenuating circumstances, immediately notify or cause the notification of such employee's immediate supervisor or other designated person of the need for sick leave, the reason therefore and the anticipated duration thereof and in no case later than the start of such employee's next scheduled shift. Should emergency or other bona fide extenuating circumstances prevent such notification, the employee shall be obligated to make or cause such notification to be made as soon as possible thereafter. Absence from the job without notification being made for two workdays shall constitute just cause for immediate discharge as an unexcused absence.

Section 3. Returning from Sick Leave. An employee returning from sick leave may submit a written and signed statement to the City verifying the existence of and identifying the reason for the request, the identity of the person whose illness or injury requires that sick leave be taken and the anticipated duration thereof. The City may require the employee to furnish a doctor's certification as to the nature of the illness or injury and the need for attendant care. Falsification of either the written statement or a physician's certificate may be subject to progressive disciplinary action.

Section 4. Abuse of Sick Leave. An employee who requests or receives sick leave benefits without having actual basis in fact therefore, who establishes a pattern of sick leave use, or who otherwise fails to comply with the provisions of this Article, may be subject to progressive disciplinary action.

Section 5. Sick Leave Segments. Sick leave shall be requested and used in segments of not less than one (1) hour.

Section 6. Physician's Certificate. As a prerequisite to an employee's return to work from sick leave occasioned by such employee's disabling illness or disabling injury, the City may require an employee to furnish a certificate from the employee's treating physician at employee's sole expense indicating such employee's fitness and ability to return to work and perform his regular duties or, if subject to restrictions, establishing the restrictions and reasonable accommodations required for such employee.

Section 7. City's Physician. As a prerequisite to an employee's return to work from sick leave occasioned by such employee's disabling illness or disabling injury, the City may require an employee to be examined by a physician of the City's own choosing and the City's sole expense for the purpose of determining the employee's physical and/or mental condition and such employee's capability to return to work and the validity of any work related restrictions or reasonable accommodations that might be necessary.

Section 8. Accumulated Sick Leave. Sick leave may be accumulated up to two hundred forty (240) hours. The City will pay employees no portion of accumulated sick leave days on retirement of 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. The City will pay the employee twenty-five (25%) percent of accumulated sick leave days on retirement or leaving employment for 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 reasons other than sickness and the employee is otherwise in good standing. Employer will pay employee seventy-five (75%) percent of accumulated sick leave days on retirement or leaving employment for 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 reasons other than sickness and the employee is otherwise in good standing.

Section 9. Annual Bank of Sick Leave. Each employee may maintain an annual bank of up to two hundred forty (240) sick leave hours. If any employee has a two hundred forty (240) hour bank, the City will pay each employee ~~seventy five (75%)~~ one hundred percent (100%) of each hour's pay at the employee's regular rate of pay for each hour of sick leave earned in excess of the accumulation of two hundred forty (240) hours. The maximum amount the City 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 10. Approved Use of Sick Leave. Sick leave may be used for doctor and or/dental appointments, which cannot be scheduled during non-working hours with management authorization, which authorization may not be unreasonably denied, or for illness of his immediate family.

Section 114. Disability/Social Security. Each employee who receives disability benefits pursuant to Section 11 shall, as soon as is practicable, make application for any Social Security disability benefits which he might be eligible to receive.

Section 122. Sick Leave Supplement to Workers' Compensation. Accumulated sick leave may at an employee's request be used to supplement Workers' Compensation up to 100% of employee's regular paycheck to the nearest hour.

Section 133. Group Health 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.

Section 143.A. Health Insurance. The Employer will provide current employees with the Priority Health POS HSA - Option 1 Plan medical coverage. The details of the Plan are set forth on Appendix B, 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. A retiring employee may participate in a hospitalization plan as part of an Employer's group existing at the time of said retirement, subject to eligibility and the rules and regulations of the insurance carrier; provided, however, that the cost of said insurance coverage shall be paid by and be the sole obligation of said employee.

Section 143.B. Vision and Dental Insurance. The City shall provide the Vision A-80 Program

and Dental Insurance program of CR-50-50-50 MBL 1000, CR-OS-50 MBL 1000 for all employees and eligible family members; provided, however, a twenty (20%) percent co-pay of the applicable premium will be withheld on a per-pay-period basis from each employee and applied towards the cost of said insurance coverage.

Section 154. Dual Health Insurance Coverage. The Employer will pay an amount not to exceed \$1,000.00 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 does opt 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. Employees receiving health care coverage through a spouse who is also covered by a City health insurance plan are not eligible for this payment.

Section 165. Insurance Coverage. The City shall provide the insurance coverage for an employee covered by this Agreement at the beginning of the first billing month following the date of eligibility for such employee. Except for retirees and disabled employees, if an employee's employment is terminated, the City may terminate the employee's insurance coverage as of the date of termination subject to applicable law. As to retirees and disabled employees, the City may terminate the employee's insurance coverage as of the date of termination, subject to applicable law and:

- A. The right of a retiree to continue coverage in City's retiree group, at his sole expense, on a prepaid basis; and
- B. The right of a disabled employee to continue coverage, at his sole expense, on a prepaid basis if and for so long as permitted under the City's contract with the health insurance carrier or any replacement thereof.

Section 176. Term Life Insurance. The City agrees to pay the entire premium cost for \$40,000.00 face value life insurance with double indemnity for accidental death and dismemberment on all employees who have completed their orientation.

ARTICLE XV **PAID TIME OFF**

Section 1. Full-time employees hired after September 30, 2021 are eligible for paid time away from work. Employees are required to use available paid time (PTO) when time away from work is needed. PTO starts accruing on the employee's service date with the City on a bi-weekly basis. PTO is a bank of personal, sick, and vacation hours that the employee accrues through the year.

Section 2. PTO can be taken in as low as half hour increments when needed. Whenever possible the employee is encouraged to give advance notice when taking time off.

Section 3. Regular full-time employees that hired after September 30, 2021 are eligible for the following paid time off (PTO):

- First year to five years of service ~ 120 Hours
- Five years to fifteen of service ~ 160 Hours

- Fifteen or more years of service~ 200 Hours

Section 4. In the event that available PTO is not used by the employee's anniversary date, the employee may carry over 50% of the PTO time that is earned in that benefit year. Any unused accrued PTO will be paid out upon separation of employment with the City.

The employee shall be paid for all unused PTO in excess of the maximum accrual allowed, provided he has utilized at least eighty (80) PTO hours in the calendar year just ended.

Section 5. PTO Scheduling for Vacation. All PTO must be scheduled to the extent reasonably feasible. Requests for PTO are subject to approval with the employee's immediate supervisor and/or department head. PTO shall be requested in writing, when reasonably feasible, shall specify the dates requested for PTO and shall be delivered to the requesting employees' immediate supervisor or department head, not later than March 1. Such requests shall be granted, in the City's sole discretion, based on the requesting employee's seniority, the number of employees who will be available for duty during the requested time, and the City's assessment of the projected work load for the affected department. Any request for PTO under this section which is not received by the requesting employee's immediate supervisor or department head until after March 1 shall be granted by the City based on the same factors as apply to requests received by said date with the exception that no consideration will be given to seniority. The times determined by the City as being available for PTO to be granted on a first come, first served basis.

ARTICLE XVI **SHORT TERM DISABILITY**

Section 1. The City shall establish short-term and long-term disability benefits for the employees covered by this Agreement. The short-term disability benefit shall provide income equal to seventy (70%) percent of the employee's regular rate of pay for an employee who, due to verified illness or injury not compensable under Workers' Compensation is unable to work.

Section 2. For employees hired on or before September 30, 2021, payments made under the provisions of the short-term disability program shall commence after the employee has missed thirty (30) consecutive days of work due to the injury or illness and shall continue for a maximum of ninety (90) consecutive calendar days or until the employee returns to work, whichever comes first.

Section 3. Employees hired after September 30, 2021, who are covered by the PTO plan, are eligible for short-term disability that begins after seven (7) consecutive days off work.

Section 4. "Disability" or "disabled" for purposes of eligibility for short-term disability benefits means that in a particular month, you must satisfy the following test: during the first ninety (90) days (including the thirty (30) day or seven (7) day qualifying period) of a verified disability, you must be suffering from an injury, or sickness, or pregnancy as a result of which you are required to be under the regular care and attendance of a doctor and you must be prevented by such injury, sickness or pregnancy from performing at least one of the material duties of your regular employment with the City and are unable to perform any other gainful employment for which your education, training, and/or experience qualifies you.

Section 5. The employee's eligibility for benefits under the short-term disability program shall be subject to the specific conditions, restrictions and qualifications imposed in the administration of said program by the City or any disability insurance company with which the City places such

short-term disability coverage.

Section 6. The long-term disability benefit shall provide income equal to sixty (60%) percent 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) percent of the employee's regular rate of pay during the first ninety (90) days when employee is eligible for long-term disability.

Section 7. The payments under the provision of the long-term disability program shall commence after the 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 or retires, whichever comes first.

Section 8. 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 programs by any succeeding disability insurance company with which the City places such long-term disability coverage.

ARTICLE XVII **LIGHT DUTY**

Section 1. Light Duty. An employee who is on sick leave or PTO for health-related reasons, including an employee whose leave has continued on and is being covered as a short or long term disability, who desires to return to work on a light duty basis may request a return to work on light duty and such a request will be granted if and only if the employee complies with all of the following:

- A. The affected employee submits a written request for return to work on light duty status.
- B. The written request of the employee is accompanied by a written authorization from the employee's primary treating physician releasing such employee for a return to work on light duty and specifying any reasonable work restrictions and accommodations that apply to and are reasonably necessary for such employee's return as well as the duration thereof.
- C. The written request of the employee is accompanied by a signed consent and authorization on a form supplied by the City authorizing the City to request and obtains all access to and copies of the employee's medical records and such supplemental medical reports as the City might deem necessary.
- D. The City, in City's sole discretion, determines the existence of light duty which can be performed by such employee within the employee's restrictions and/or for which reasonable accommodations for such employee can be made, together with the estimated duration of such available light duty work.
- E. The City shall have the right, in the City's sole discretion, to terminate such light duty work at any time the City determines it is no longer available or, if available, that it is no longer economically justified or feasible.

ARTICLE XVIII
PENSIONS

Section 1. Retirement Program.

A. Retirement Plan for Employees hired before July 1, 2017. The employer is a subscribing member to the Michigan Municipal Employees Retirement System (MMERS) and shall provide its employees with participation in the F55/25 plan. The added cost of this benefit shall be solely borne by the employee, said cost currently being equal to ten and sixteen one hundredths (10.16%) ~~nine and sixteen one hundredths (9.16%)~~ percent of gross pay for as long as the division is less than 100% funded and/or renegotiated. The specific benefit levels of the F55/25 plan, as presently in effect, are described in the employee benefit booklets, which may be obtained at the Personnel Department.

The MMERS defined benefit plan for employee hired before July 1, 2017 will be modified to set the FAC to cap compensation at \$80,000, provided that any individual with a current FAC of more than \$80,000 will have their individual FAC capped at their FAC calculated as of June 30, 2017. The FAC cap will be increased to \$85,000 on July 1, 2022. The definition of compensation will be modified effective 7-1-2017 to not include overtime that is reimbursed by another entity.

B. 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:

(1) **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

(2) **Mandatory Employee Contributions.** Employees will contribute an amount equal to 5.00% of their compensation. Employees are immediately vested in their contributions.

(3) **Loans.** Employees will not be able to apply for loans from the defined contribution plan.

C. City 457 Plan. In addition to participation in the MMERS plan, an employee shall have the right to participate in the Ameritas ICMA R/C 457 pension plan, subject to all terms, conditions, restrictions and legal availability thereof.

Section 2. Retirement. Employer requires employees to retire at age seventy (70) years of age, if they have not already done so, unless an extension of time is specifically authorized by the employer. Eligible employees who have selected a retirement date are requested to notify Personnel Department six (6) months in advance to allow for the completion of necessary retirement processing.

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ARTICLE XVIX
VACATION

Section 1. Vacation Accrual. 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. Military Leave. 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 returned to active employment.

Section 3. Maximum Vacation Accrual. Vacation days can only be accumulated in the amount not to exceed one and one-half (1 1/2) times the rate at which vacation is earned. If the amount of accrued vacation exceeds one and one-half (1 1/2) times the amount of annual vacation to which the employee is entitled at the end of the calendar year, the employee shall be paid for all unused vacation in excess of the maximum accrual allowed, provided he has utilized at least eighty (80) vacation hours in the calendar year just ended.

Section 4. Minimum Vacation Credit Taken. Employees shall be permitted a minimum of four (4) hours vacation credit at a time, provided the Director or Supervisor has given approval 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 5. Paid Accumulation. In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation hours, which have accumulated to his credit.

Section 6. Vacation Scheduling. All vacation time must be scheduled and shall be subject to approval with the employee's immediate supervisor and/or department head. Vacation time shall be requested in writing, shall specify the dates requested for vacation and shall be delivered to the requesting employee's immediate supervisor or department head not later than March 1 of each year. Such vacation time requests shall be granted, in City's sole discretion, based on the requesting employee's seniority, the number of employees who will be available for duty during the requested vacation time, and the City's assessment of the projected work load for the affected department. Any request for vacation time which is not received by the requesting employee's immediate

supervisor or department head until after March 1 shall be granted by the City based on the same factors as apply to requests received by said date with the exception that no consideration will be given to seniority, the times determined by the City as being available for vacation to be granted on a first come, first served basis.

Section 7. Vacation Earned on Approved Leave. Employees absent on approved leave for more than one (1) month for other than on the job disability will earn vacation time on a pro-rated basis only during the first month of such approved leave and no further vacation time shall be earned until such time as such employee returns to work when it will be again computed and earned on a pro-rated basis for the remainder of the period in question.

Section 8. Lost Time. 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 9. Holidays/Vacation Time. Holidays that are recognized under this contract shall not be charged against an employee's vacation time.

Section 10. Personal. The City agrees to provide not to exceed twenty-four (24) personal hours per year. Each employee shall be entitled to twenty-four (24) personal hours per year to be used at his discretion with the approval of the department head. These hours are to be earned from calendar year to calendar year and are not bankable. If they are not taken, the employee will be paid a regular rate of hours pay after the end of the calendar year, "... but in no case later than the second pay period."

Section 11. Call-in from Vacation. Employees on vacation may be called-in to work for extraordinary situations as determined by the City if reasonably available.

ARTICLE XX **LEAVE OF ABSENCE**

Employees in the Bargaining Unit are hereby authorized to apply for any of the following identified leaves of absence, subject to compliance with the terms, limitations and conditions applicable thereto as set forth in the applicable sections of this Article XX. Unless specifically provided for in this or another Article of this Agreement to the contrary, no other leaves shall be recognized or allowed as authorized leaves of absence. All requests for a leave of absence hereunder must be in writing and approved by the department head and the Director.

Section 1. Personal Leave. An employee who has completed his orientation period may be granted a leave of absence for personal reasons without receiving pay, but without loss of seniority for a period of not to exceed thirty (30) days in any calendar year, provided he obtains advance written permission from the Director, or his designated representative and can be spared from work for the purpose. Applications for such leave must be in writing to the Director. Any employee who obtains a leave of absence by misrepresenting the purpose thereof shall be subject to discharge.

Section 2. Military Leave. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

Section 3. National Guard Leave. Employees who apply in writing for and who are given written permission to join the National Guard or Armed Forces Reserves, will be given a leave of absence without pay for the purpose of fulfilling their annual field training obligations and/or when called out due to temporary civil disorders or emergencies, provided however, fringe benefits shall not be continued for more than the first thirty (30) days of such leave. Such employees shall make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

Section 4. Leave for Work Related Disability. An employee, who because of work related illness or injury which is compensable under the Workers' Compensation Law is physically unable to work shall be given a leave of absence without pay and without benefits other than the benefits provided for in Article XIV, Section 9 and Article XIV, Section 12 for a period not to exceed one (1) year unless extended by the City provided:

- A. He promptly applies for such leave of absence.
- B. He provides the City with medical proof and support of such leave of absence and/or its continuance as the City requires including, a medical report and certification from his treating physician, as to said employee's medical history, diagnosis, treatment, prognosis, the need for the leave and access to all pertinent medical records. Unless the employee is able to and does return to work at the end of his approved leave of absence, his employment with the City shall be terminated and at an end. Any accrued and vested benefits shall be paid or provided to said employee pursuant to the provisions of this agreement.

Section 5. Leave for Non-Work-Related Disability. An employee, who because of non-work related illness or injury which is not compensable under the Workers' Compensation Law is physically unable to work shall be given a leave of absence without pay for a period not to exceed one (1) year unless extended by the City, and without benefits other than the benefits provided for in Article XIV, Sections 9, 12 and 15 for a period not to exceed three (3) months, provided:

- A. He promptly applies for such leave of absence.
- B. He provides the employer with medical proof and support for such leave of absence and/or its continuance as the employer requires including, a medical report and certification from his treating physician, as to said employees medical history, diagnosis, treatment, prognosis, the need for the leave and access to all pertinent medical records. Unless the employee is able to and does return to work at the end of his approved leave of absence, his employment with the City shall be terminated and at an end. Any accrued and vested benefits shall be paid or provided to said employee pursuant to the provisions of this agreement.

Section 6. Fringe Benefits Earned on Non-Paid Absence. Employees, who desire to take a leave of absence, which at the time or later is without pay, must prepay all insurance and pension premiums and/or any other recurring monthly payments prior to having said leave approved or continued. No sick leave credits or vacation benefits will be accumulated during leaves of absence periods.

Section 7. Court Leaves.

- A. The City shall grant court leave with full pay to any employee who is:
1. Summoned for jury duty by a court of competent jurisdiction of jury duty; provided, however, that the employee shall immediately provide City with the official summons to jury duty requiring the employee's attendance and, as soon as available, with proof of the amount of compensation received or to be received for jury duty. The City shall be liable to such employee only for the difference between any such compensation received or to be received for jury duty at such employee's regular rate of pay. Proof of attendance may be required by the City; or
 2. Subpoenaed to appear before any court, commission, board or other legally constituted authorized by law to compel attendance of witnesses, in connection with matters related to or arising from such employee's employment with the City, but wherein the employee is not a party plaintiff, provided, however, that the employee shall immediately provide City with the official subpoena requiring the employee's attendance together with proof of the amount of compensation received. The City shall be liable to such employee only for the difference between any such compensation received for jury duty and such employee's regular rate of pay. Proof of attendance may be required by the City.
- B. The City may, in its discretion, grant court leave without pay to any employee who is to appear before a court, commission, board or other legally constituted body in connection with a matter which is unrelated to and does not arise out of the employee's employment with City or wherein the employee is a party plaintiff in any action against the City. The employee requesting a leave of absence under this subsection shall provide City with proof of such employee's required attendance immediately upon receiving notice of the date and time for his appearance. Notwithstanding anything contained in this subparagraph to the contrary, an employee requesting a leave of absence hereunder shall first be required to exhaust all accrued vacation and personal leave days before consideration will be given to granting of a leave of absence without pay.
- C. Any employee who is granted a court leave of absence with pay pursuant to the provisions of subparagraph A of this Section 7 shall not have such leave time charged against his vacation days.
- D. If any employee who is granted a court leave of absence under any subparagraph of this Section 7 is released from jury duty or from his court required appearance prior to 12:00 noon, he shall forthwith return to work for the remaining hours of his shift.
- E. Failure of an employee to comply with the terms of this Section 7, with respect to a court leave sought or granted pursuant to it, shall result in the waiver and forfeiture of any claim or eligibility for such leave and to any compensation that might otherwise be payable hereunder and shall be subject to discipline as though an unauthorized leave, which if continued

for two or more days, shall constitute just cause for immediate discharge from employment without regard to the existence of any other infractions or violations of this Agreement by such employee.

Section 8. Leave-Union Business. The City agrees to grant time off without loss of seniority and without pay to any employee designated by the Union to attend the National Convention, if elected as a Delegate, provided:

- A. Thirty (30) days written notice is given to the City by the Union, specifying the length of time off requested and,
- B. Provided the combined total time off does not exceed ten (10) calendar days per calendar year
- C. Provided no more than one (1) employee shall be granted such time off for such purpose at any one time.

Section 9. Family and Medical Leave. The City shall establish a written policy which provides for unpaid family and medical leaves for eligible bargaining unit employees and which is consistent with the provisions of the Family and Medical Leave Act. Eligible bargaining unit employees for family and medical leave are those who have been employed by the City for at least twelve consecutive months and have worked at least 1250 hours for the City within the twelve month period immediately before the leave is to begin; provided, however, that any eligible bargaining unit employee who takes family or medical leave pursuant to this provision and the provisions of the written policy shall be required to use their accumulated vacation and sick leave before going on unpaid leave, anything herein before provided to the contrary notwithstanding.

ARTICLE XXI **ATTENDANCE**

Section 1. Starting Time. Employees are expected and required to be at their workstations and commence working at their designated starting time. Tardiness, unexcused absence, failure to report as required or failure to be at one's workstation and commence work at the required time may result in disciplinary action, unless the employee has an excuse acceptable to management.

Section 2. Notification of Absence. In the event an employee cannot report to work as scheduled, the employee must so notify supervisory personnel as soon as possible. In all cases of an employee's absence or tardiness, the employee shall provide supervisory personnel with a truthful reason for the absence and if possible, the probable duration of absence. If circumstances render the absence duration speculative or unknown, the absent employee will be required to call Personnel daily to report the status of the absence. Asking another employee, friend, or relative to give notification or report absence status is not considered proper, except under emergency conditions.

Section 3. Excessive Absenteeism. Excessive absenteeism, which renders an employee insufficiently available for work, will be evaluated on a case-by-case basis to determine the merits of correctional retention or termination.

Section 4. Average Attendance. The average attendance of all employees will be determined by dividing the total hours worked by all employees each month by the total hours available to work each month. Vacation and other approved leave will be counted as hours worked. If an employee exceeds the established average non-attendance for the previous twelve (12) months, he shall be contacted. Attendance must improve to the established average within the following month and thereafter be maintained at said level.

ARTICLE XXII BEREAVEMENT LEAVE

Section 1. Immediate Family. Upon the death of an employee's current spouse or a member of the employee's or his current spouse's immediate family, which is deemed to include father/father-in-law, mother/mother-in-law, sister, brother, step-parents, children, step-children, grandchildren and grandparents, the employee will be allowed leave without loss of pay for all working days occurring within five (5) calendar days after the date of death, provided the time is required to attend such person's funeral, and provided further that the employee would have otherwise been scheduled to work on such days.

Section 2. Extended Family. Upon death of aunts or uncles of the employee or his current spouse, the employee will be allowed one (1) working day off on the same basis and subject to the same restrictions as is set forth in Section 1 of this Article. Additional days may be granted by the Director on the same basis for unusual circumstances.

ARTICLE XXIII EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. On-the-Job Injury. 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 2. Safe Operating Vehicles. 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 for employees to 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 superintendent who shall advise the department director in writing of his findings.

Section 3. Unnecessarily Dangerous Work Conditions. No employee will be required or assigned to engage in any activity involving unnecessarily dangerous work conditions, or unnecessarily endanger the safety of persons or property.

Section 4. Accident Reports. Any employee in any accident shall immediately report said accident and any physical injuries sustained. An employee shall make out a written accident report on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. Failure to report an accident as required by this provision shall subject such employee to disciplinary action by the employer.

Section 5. Defective Vehicles. It is the duty of the employee and he should immediately, or at the end of his shift, report all defects of vehicular equipment. Such reports shall be made on a suitable form and shall be made in multiple copies, one copy to be retained in the defective vehicle.

Section 6. Defective Equipment. It is the duty of the employee to immediately report all known defects of power, water and sewage collection equipment. Such reports shall be made on a suitable form to the superintendent and shall be made in multiple copies, one copy to be retained by the employee.

Section 7. Violation of Safety Rules. When an employee is required by a supervisor to work under a condition, which the employee regards as a violation of safety rules, the employee shall have the right to protest. If ordered by the supervisor to perform the work involved, the employee shall perform the work, but shall be considered as performing under protest. However, no employee shall be required to work with any unsafe equipment, or perform any practice that has been deemed unsafe, until released by the superintendent.

Section 8. Loss or Damage. Employees shall not be monetarily charged for loss or damage of the employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the employer unless negligence or reckless use is shown.

ARTICLE XXIV

TRAINING, CONFERENCES, SEMINARS AND WORKSHOPS

Section 1. On-site Training. It shall be a condition of employment that each employee participates actively in the safety, first aid and job training programs which the City may periodically provide. The City may develop and administer a variety of courses ranging from general fundamentals to utility-specific detailed study. It is intended that participation in certain courses will be mandatory while others will be offered on a voluntary basis. Depending on the time required for a specific program, the schedule may include classroom time either during normal working hours and/or outside of normal working hours. Where a course is considered mandatory and class time is held outside of normal working hours, the employee will be compensated for the time spent in such classroom sessions and all reasonable expenses. Where a course is offered on a voluntary basis, the employee will not be compensated for attendance outside of normal working hours.

Section 2. Off-site Training. To supplement City administered courses of study, employees may be requested to participate in conferences, seminars and workshops relevant to their specific work activity, subject to the approval of the Director. The City will establish reasonable budgetary constraints concerning this area and each request will be considered on a case-by-case basis in advance of the employee's registration, the determination of which will be at the approval of the Director and in the best interest of the City. Should off-site training be approved, the City will reimburse the IRS per diem rate for meal and incidental expenses while on off-site assignments or training. The City will not reimburse for any alcoholic beverages. Per diem allowances are reimbursable for in-state overnight travel that is 45 miles or more from the traveler's home or primary worksite. Per diem allowances are applicable for all out-of-state travel that is 45 miles or more from the traveler's home or primary worksite. The City per diem rates are based on the U.S. General Services Administration Guidelines (IRS), which vary by city location. Per diem

reimbursements are based on departure and return times over the entire 24-hour day and are prorated accordingly. If a free meal is served on the plane, included in a conference registration fee, built into the standard, single hotel room rate or replaced by a legitimate business meal, the per diem allowance for the meal may not be claimed. Tips for meals will be reimbursed up to 20% of the bill total. Any additional tip amounts must be covered by the employee.

In addition, the employee will suffer no loss of pay for the attendance at this training for the period in which he was scheduled to work.

Section 3. Educational Assistance:

- A. To supplement City administered courses of study, employees may participate in courses offered elsewhere. The City will reimburse the employee for such documented costs associated with such studies, as are approved by the City.
- B. To qualify for reimbursement upon completion of a course, the course material must be relevant to the employee's specific work and approved by the Director prior to enrollment. Additionally, the course must be administered by a recognized institution and the employee will have received a final documented grade of "C" or greater (or its numerical equivalent)
- C. The employee must submit, within thirty (30) days after successful completion of the course(s), documentation with respect to final grade as a prerequisite to reimbursement.

Section 4. Educational Assistance Repayment. Employees who separate employment with the City within twelve (12) months from the date the course(s) was completed shall have all amount(s) of educational assistance deducted from their final check, or otherwise be obliged to repay the City for that amount in one lump sum.

ARTICLE XXV
HOLIDAY PAY

Section 1. Holidays. The City will pay for scheduled holidays as established in this section:

New Year's Day	Thanksgiving Day
<u>Good Friday</u>	Day after Thanksgiving
Memorial Day	Christmas Eve Day
<u>Juneteenth</u>	Christmas Day
Fourth of July	New Year's Eve Day
Labor Day	<u>Employee's Birthday (in pay period)</u>
Veterans' Day	
Martin Luther King Day	

When a scheduled holiday falls on Saturday, the preceding Friday will be observed as the scheduled holiday in its place and stead. When a scheduled holiday falls on a Sunday, the succeeding Monday will be observed as the scheduled holiday in its place and stead.

To qualify for holiday pay, the employee must have worked a full assigned shift on his/her last scheduled work day preceding the scheduled holiday, on the scheduled holiday if scheduled to work, and his/her first scheduled work day following the scheduled holiday; provided, however, that an employee on approved paid leave (other than for sick or injury) or who is unable to work due to sickness or injury shall not be deemed absent under this provision if he/she supplies management with written medical certification from his/her treating physician of his/her inability to work and access to his/her medical records.

Holiday pay is calculated at the employee's regular rate of pay times eight (8) hours. In addition to holiday pay, an employee working on a scheduled holiday shall be paid double time in accordance with Article XIII, Section 9.C. (3) for all hours worked on said scheduled holiday.

ARTICLE XX.VI **MISCELLANEOUS**

Section 1. Protective Equipment. The City shall furnish and the employee shall wear and use hot boots, hook guards and other safety equipment as presently furnished for the protection of employees.

Section 2. Compliance with Laws. Nothing in this Agreement shall be construed to require either party hereto to act in violation of any state or federal law; and in the event any such condition arises, it is agreed that this Agreement shall be modified by both parties to the extent necessary to comply with the law.

Section 3. Collective Bargaining Agreement. No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto, and cancels and supersedes any other agreement, understanding, past practices and arrangements heretofore existing, and all such understandings, past practices and arrangements are null and void.

Section 4. Negotiations. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may

not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 5. Workers' Compensation. The City shall provide Workers' Compensation protection for all employees.

Section 6. Work Shoes, Prescription Safety Glasses & Safety Equipment. The City will follow the established procedures in this regard. The City will provide hard hats, eye protection and certain other safety equipment, all of which will be utilized by the employee. The City will reimburse Employees for the cost of prescription safety glasses during the 24-month period provided for by the vision insurance program up to \$100. The City will pay the employee ~~up to~~ One Hundred and Fifty Dollars (\$150) in September per calendar year toward the reimbursement of City ~~approved~~ approved work boots/shoes. In order to be eligible for the work shoe reimbursement allowance, the employee must work in the Electric or Water & Sewer Departments, or in an area eligible for said reimbursement as determined by management, ~~and must present proof of purchase to the Personnel Department for approval. The annual allowance can be carried over from year to year for a total of \$450 for the life of the current contract.~~

Section 7. Mileage. Employees shall not be required to use their personal cars for the City's business, but in the event they consent to such use, the City shall allow the employee an amount per mile as established by the IRS Standard Mileage Reimbursement.

Section 8. Vacancies. The City will fill vacancies when need for such action is deemed necessary by the City.

Section 9. Safety Committee A Safety Committee shall be composed of a minimum of one (1) two (2) bargaining unit representatives and such employer representatives as the City selects, who will meet at least quarterly, 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. In the course of making such determinations, any and all federal and state laws that are applicable to employer and employee covered by this Agreement shall be observed. The employer will post in a conspicuous place, the results of any safety inspections relating to bargaining unit work or work area conducted by agencies other than City agencies. The bargaining unit shall be kept informed in writing of all safety rules, regulations, programs and procedures to be promulgated by the employer.

Section 10. Bulletin Board. The various departments of the City maintain certain bulletin boards on the premises. These boards are generally used to post City & Union business notices. Employees are not to post or remove any matter from the board without the permission of a supervisor.

Section 11. Return to Work. Prior to returning to work, an employee who has been injured or otherwise disabled from work must provide the employer with a written medical report and certification from his treating physician as to said employee's medical history, diagnosis, treatment, prognosis and his ability to return to and perform his former job classification, restrictions, if any, and access to all pertinent medical records. In the event he is unable to perform

all of his job responsibilities due to his injury, he shall be reclassified to a classification, if available, which he is able to perform all of the job responsibilities. If there is no classification available in which the employee can perform all job responsibilities, he shall not be permitted to return to work.

Section 12. Commercial Driver's License (CDL).

- A. Any employee may be required by the City to obtain and maintain a valid Commercial Driver's License (CDL) as a condition of employment.
- B. As to all current employees who are required to and do maintain a CDL and endorsements, the following provisions shall apply and conditions of continued employment with the City:
 - 1. Each employee shall submit to and cooperate in providing any physical examination required by the Department of Transportation or other governmental authority in connection with the maintenance and renewal of a CDL and/or endorsements, said examination may be conducted by a medical doctor of employee's own choice and shall be paid for by the City for the cost thereof up to, but not exceeding, the sum of \$135.00;
 - 1.2. City shall also pay for the first renewal of any required endorsement up to a maximum of \$45.00 with all subsequent renewals and associated costs to be the sole responsibility of employee.
- C. As a prerequisite and condition to employment in this bargaining unit, all new bargaining unit employees shall be required to hold a valid CDL with such endorsements as are necessary to qualify such employee to operate any of the City's equipment which is assigned to and utilized for bargaining unit work. Said new employees must obtain permit within thirty (30) days of the start of employment and must obtain CDL within six (6) months, which dates may be extended upon the City's discretion. The City agrees to pay for the first two attempts at CDL licensure. If the employee is unable to obtain a CDL after two attempts, any future attempts shall be paid by the employee. As a condition of continued employment with the City, said new employees shall be required to maintain said CDL and its endorsements in valid, unrestricted status.
- ~~C.D.~~ 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 one (1) year of employment, and 50% of all training cost for one (1) year of to two (2) years of employment.

Section 13. Uniforms. Each employee shall have provided to him/her seven (7) uniforms annually during the first quarter of each calendar year. Electric Department Employees will be given the option to select any management approved FR clothing in place of the (7) uniforms. The total Cost of all selected clothing with embroidery shall not exceed the cost of the (7) uniforms. Bulwark Shirt (SLW2LB) and Bulwark Pant (PEWSNV) will be used to determine total allowance. New employees will be supplied FR rated jacket and one set of FR rated coverall bibs for the Electric Department, and appropriate jacket and bibs for the Water

Department. If Employees uniforms become damaged or not suitable for the work they are doing, they may be replaced during the year. Further, employer will provide adequate rain weather clothing on an unassigned basis to bargaining unit employees when they are required to work out-of-doors in inclement weather. This will include the following: raincoat, rain pants, and rubber boots. An employee may substitute one set of uniforms for one jacket of comparable cost once per year. Employees may choose to substitute one set of uniforms annually for an FR rated jacket or one set of FR rated coverall bibs for the Electric Department, and appropriate jacket and bibs for the Water Department.

Section 14. Statement of Accrued Leave. Employer shall provide each bargaining unit employee with a statement and accounting as to accrued and utilized vacation and sick leave days at least once each quarter.

Section 15. Replacement of Tools. Any tools, which are provided by the City and which management determines to be excessively worn, broken or unsafe, shall be replaced by the City. The employee shall turn in the worn, broken or unsafe tool before it will be replaced.

Section 16. Live Line Work. Two journeymen working together shall be employed on all live lines or live high tension equipment transmitting in excess of 600 volts. However, in the alternative, an apprentice with eighteen (18) months experience may assist a journeyman in performing such work if deemed qualified by management. Apprentices shall not be permitted to work on any live lines or high tension equipment transmitting in excess of 600 volts without appropriate supervision. Only qualified personnel shall be used for tree trimming work around energized power lines of over 600 volts. At the Line workers discretion 2400/4160 voltage shall not be worked live from climbing hooks on the Hillsdale BPU system. If a truck or backyard machine cannot be positioned to work this voltage, the lines(s) must be de-energized. Line should be reenergized as soon as possible to avoid unnecessary or prolonged customer outages.

Section 17. Inclement Weather. Management agrees to continue the inclement weather policy as is presently in effect, namely, that except in cases involving power outages or other emergencies determined by management, no employees shall be required to work outside in unsafe weather conditions on energized lines and equipment.

Section 18. Reporting Location. Unless otherwise advised by management, the normal reporting location for commencing and ending shifts shall be 45 Monroe Street.

Section 19. Personal Cell Phone Use. Employees shall refrain from using a personal cell phone during work hours except during designated break times and such other times as may be authorized by a supervisor.

Section 20. Licensing Requirement. As a condition of continued employment, employees in the classification of Operator and Leadman are required to possess and maintain a D-4 and S-4 license. Newly hired employees will be provided a period of twenty-four months to secure the required licenses.

Section 21. Electrical Lineman Apprenticeship Reimbursement and Rates. The

Employer and the IBEW recognize that training of apprentices is a necessary and highly important part of the Electrical Power Line Industry for Employees, Employers, and the Public. The parties recognize that this requires a commitment from the Employee as well as the Employer to ensure high quality training. The Employer is committed to utilizing only those programs approved and registered as bona fide apprenticeship programs with the Federal Department of Labor.

As part of this commitment, the parties agree, and the apprentice shall be required to sign an agreement to this effect with the Employer as part of the enrollment, that tuition and book costs may be recovered from the apprentice upon completion under the following circumstances:

Any Journeyman having completed the program and leaving employment within 12 months of completion shall repay 100% of the cost of tuition and books paid for by the Employer.

If leaving employment between 12 and 24 months, the Journeyman shall repay 75% of the cost of tuition and books paid for by the Employer.

If leaving employment between 24 and 36 months, the Journeyman shall repay 50% of the cost of tuition and books paid for by the Employer.

Finally, if leaving employment between 36 and 48 months, the Journeyman shall repay 25% of the cost of tuition and books paid for by the Employer.

These provisions apply to apprentices hired and indentured into the training program after July 1, 2018.

These requirements will not apply to any Journeyman leaving employment due to injury, illness, sickness, retirement, discharge, layoff, or leaving the trade for a different industry.

Section 22. Volunteer Hours. Employees wishing to volunteer for a civic or charitable organization during or outside of working hours, where they will not be receiving compensation from the organization or for their service, may be paid by the employer for a period up to ten (10) hours during working hours in one (1) fiscal year at the employee's regular rate of pay. Weekend and after hours time volunteered can be used in place of PTO with supervisor approval and shall be documented.

The time off must be approved in advance by the employee's supervisor and for an organization recognized as using volunteers. The volunteer time shall not be considered hours worked for overtime purposes. The employee is required to provide documentation relating to the time and place of the volunteer service. Volunteer hours served shall not interfere with overtime pay. Said Documentation shall contain a signature of the employee on call that shall make all grievances avoidable. All Documentation shall take place on a provided form by the city.

ARTICLE XXVII
SEPARABILITY AND SAVINGS CLAUSE

In the event that any provision of this Agreement shall be at any time 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.

ARTICLE XXVIII
PERIOD OF AGREEMENT-APPROVAL

This Agreement, when signed by the proper officers of the City and Local Union No. 876, after or with the approval of the legislative body of the City and the President of the International Brotherhood of Electrical Workers, shall become effective as of ~~July 1st, 2024~~ October 7, 2024 and shall remain in full force and effect through June 30, 2027~~4~~, at which time the Agreement may be opened for re-- negotiation upon written notice given by either party to the other at least sixty (60) days prior to the expiration of the Agreement. Failure by either party to give such written notice within the time specified shall serve to automatically extend the Agreement on a year-to-year basis until such time as either party gives written notice to the other not less than sixty (60) days prior to the expiration of the then current contract year. Once the contract is open for negotiation the provisions of this contract will remain in effect until negotiations are resolved.

ARTICLE XXIX
EMERGENCY MANAGER

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.

City of Hillsdale

**International Brotherhood
Electrical Workers Local 876**

Adam Stockford, Mayor

Chad Clark, Business Agent
Mel Crawford, Business Manager

Katy Price, City Clerk

Appendix A
WAGES

The following tables reflect the wage rates negotiated based on the following:

Electric Department

Electric Department Employees will receive the following:

July 1st, 2024 – 5%

July 1st, 2025 – 5%

July 1st, 2026 – 4%

Groundman will receive the following:-

October 7, 2021 – 4% wage increase

July 1, 2022 – 3% wage increase

July 1, 2023 – 3% wage increase

Service Technician

will receive the following:

October 7, 2021 – 2% wage increase

July 1, 2022 – 2.5% wage increase

July 1, 2023 – 2.5% wage increase

Class A Lineman, Line Leader, and Line Foreman will receive the following:-

October 7, 2021 – 5% wage increase

July 1, 2022 – 4.5% wage increase

July 1, 2023 – 4.5% wage increase

Apprentice wage steps will be calculated as a percentage of the Journeyman Lineman wage rate.

- Step 1: 65% of Lineman Wages
- Step 2: 70% of Lineman Wages
- Step 3: 75% of Lineman Wages
- Step 4: 80% of Lineman Wages
- Step 5: 85% of Lineman Wages
- Step 6: 90% of Lineman Wages
- Step 7: 95% of Lineman Wages

Any employee currently entering the apprenticeship program with a wage rate higher will remain at the higher rate until they catch up to the appropriate step.



Water Department

Water Department employees will receive the following:

July 1st, 2024 – 5%

July 1st, 2025 – 5%

July 1st, 2026 – 4%

Union Wage Scale

*Brian Bennet shall be paid 2nd step apprentice wages as long as he remains a service technician and works at the Power Plant.

October 7, 2021 until June 30, 2022

July 19th, 2024, until June 30th, 2025

Electric

Classification	Start	6Months	12 Months	18 Months	24 MonthsMax
Groundman	\$ 21.61 <u>24.08</u>	\$ 21.99 <u>24.50</u>	\$ 22.33 <u>24.87</u>	\$ 22.66 <u>25.24</u>	\$ 23.00 <u>25.62</u>
Class A Lineman	\$ 38.58 <u>44.24</u>		\$ 39.86 <u>45.70</u>		\$ 41.14 <u>47.21</u>
Line Leader			\$ 41.76 <u>47.88</u>		\$ 43.30 <u>48.53</u>
Line Foreman			\$ 42.90 <u>49.19</u>		\$ 44.06 <u>50.52</u>
Service Technician	\$ 4.85 <u>27.42</u>	\$ 24.99 <u>27.56</u>	\$ 27.95 <u>25.34</u>	\$ 25.68 <u>28.33</u>	\$ 26.00 <u>28.69</u>
Apprentice	0-1000 hours \$ <u>25.08</u> <u>28.76</u>	1000-2000 \$ <u>27.01</u> <u>30.97</u>	2000-3000 \$ <u>33.18</u> <u>28.94</u>	3000-4000 \$ <u>30.86</u> <u>35.39</u>	4000-5000 \$ <u>32.79</u> <u>37.60</u>
	5000-6000 \$ <u>34.72</u> <u>39.82</u>	6000-7000 \$ <u>36.66</u> <u>42.02</u>			

Water

Additional Pay:

Classification	Start	6 Months	12 Months	18Months	24 Months
Operator	\$ 23.53	\$ 24.17	\$ 24.79	\$ 25.44	\$ 26.05
Foreman	\$ 26.65	39	\$ 28.01		\$ 29.38

S3	\$ 0.50		S2	\$0.50
D3	\$0.50		D2	\$0.50

July 1, 2022 to June 30, 2023
July 1st, 2025, to June 30th, 2026

Electric

Classification	Start	6Months	12 Months	18 Months	24 MonthsMax
Groundman	\$ <u>22.26</u> <u>25.28</u>	\$ <u>22.65</u> <u>25.73</u>	\$ <u>23.00</u> <u>26.11</u>	\$ <u>23.34</u> <u>26.50</u>	\$ <u>23.69</u> <u>26.90</u>
Class A Lineman	\$ <u>40.32</u> <u>46.45</u>		\$ <u>41.65</u> <u>47.99</u>		\$ <u>43.02</u> <u>49.57</u>
Line Leader			\$ <u>43.64</u> <u>50.27</u>		\$ <u>50.96</u> <u>44.23</u>
Line Foreman			\$ <u>51.65</u> <u>44.83</u>		\$ <u>53.05</u> <u>46.04</u>
Service Technician	\$ <u>28.79</u> <u>25.47</u>	\$ <u>28.94</u> <u>25.64</u>	\$ <u>29.35</u> <u>25.97</u>	\$ <u>29.75</u> <u>26.32</u>	\$ <u>30.12</u> <u>26.65</u>
Apprentice	0-1000 hours	1000-2000	2000-3000	3000-4000	4000-5000
	\$ <u>26.21</u> <u>30.20</u> <u>19</u>	\$ <u>28.22</u> <u>32.52</u>	\$ <u>30.24</u> <u>34.84</u>	\$ <u>32.26</u> <u>37.16</u>	\$ <u>34.27</u> <u>39.48</u>
	5000-6000	6000-7000			
	\$ <u>36.29</u> <u>41.81</u>	\$ <u>38.30</u> <u>44.12</u> <u>3</u>			

Water

Classification	Start	6 Months	12 Months	18Months	24 MonthsMax
Operator	\$ <u>24.71</u> <u>21.76</u>	\$ <u>22.35</u> <u>25.38</u>	\$ <u>22.92</u> <u>26.03</u>	\$ <u>23.52</u> <u>26.71</u>	\$ <u>24.09</u> <u>27.35</u>
Foreman	\$ <u>27.98</u> <u>24.64</u>		\$ <u>29.41</u> <u>25.90</u>		\$ <u>30.85</u> <u>27.16</u>

Additional Pay:

S3	\$ 0.50		S2	\$0.50
D3	\$0.50		D2	\$0.50

July 1, 20223 to June 30, 2024 July 1, 2026, to June 30, 2027

Electric

Classification	Start	6Months	12 Months	18 Months	24 MonthsMax
Groundman	\$ <u>22.93</u> <u>26.29</u>	\$ <u>26.76</u> <u>23.33</u>	\$ <u>23.69</u> <u>27.15</u>	\$ <u>24.04</u> <u>27.56</u>	\$ <u>27.98</u> <u>24.40</u>
Class A Lineman	\$ <u>48.31</u> <u>40.32</u>		\$ <u>49.90</u> <u>41.65</u>		\$ <u>51.55</u> <u>44.96</u>
Line Leader			\$ <u>52.28</u> <u>43.64</u>		\$ <u>53.00</u> <u>46.22</u>

Line Foreman			\$53.72 44.83		\$55.17 48.11
Service Technician	\$29.94 25.47	\$30.10 25.64	\$30.52 25.97	\$30.94 26.32	\$31.32 27.32
Apprentice	0-1000 hours	1000-2000	2000-3000	3000-4000	4000-5000
	\$27.39 31.41	\$29.49 33.82	\$31.60 36.23	\$33.70 38.65	\$35.81 41.06
	5000-6000	6000-7000			
	\$37.92 43.48	\$40.02 45.89			

Water

Classification	Start	6 Months	12 Months	18Months	24 MonthsMax
Operator	\$ 25.70 22.41	\$26.40 23.02	\$27.07 23.64	\$27.78 24.23	\$28.44 24.81
Foreman	\$ 29.10 25.38		\$30.59 26.68		\$32.08 27.98

Additional Pay:

S3	\$ 0.50		S2	\$0.50
D3	\$0.50		D2	\$0.50

All Raises will be on July 1 each consecutive year.

Water Operator classification is will be required to obtain S4, D4 licenses within 24 months of employment.

APPENDIX B: HEALTH INSURANCE

The hospitalization insurance plan is Priority Health POS - Option 1. A summary of the coverage is set forth in the attached Benefits Summary.

LETTER OF UNDERSTANDING

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 the Constitutional and/or other legal challenges to the validity of: (a) appointment of Emergency Financial Manager; (b) PA 426 of 2012 (Local Financial Stability and Choice Act); or (c) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

2. **Apprentice Wage Rate Realignment.** Effective October 7, 2021, Apprentice wage steps will be calculated as a percentage of the Lineman wage rate. Any employee currently entering the apprenticeship program with a wage rate higher will remain at the higher rate until they catch up to the appropriate step.

~~4. **Operator Classification.** Employees in the Operator classification as of July 1, 2017 without the required licenses will be provided with a period of 24 months to secure these required licenses.~~

~~5.3. **Tenure Program.** The Provisions of Article XIII, Section 17 notwithstanding, the longevity payments for employees hired before 7-1-2016 will be frozen at the amounts they will receive on 1-1-2017 if higher than the 5 year step, but employees will be allowed to advance to the five year step before freezing the accrual.~~

~~6.4. **20252 Medical Insurance Reopener.** The provisions of Article XXV notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 20252, upon written notice to the other party served not later than October 1, 20244, provided that the insurance rates for 20252 are projected to increase by more than 10% over the cost for 20244. 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).~~

~~7.5. **20263 Medical Insurance Reopener.** The provisions of Article XXV notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 20263, upon written notice to the other party served not later than October 1, 20253, provided that the insurance rates for 20263 are projected to increase by more than 10% over the cost for 20521. 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).~~

~~8.6. **20274 Medical Insurance Reopener.** The provisions of Article XXV notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 20274, upon written notice to the other party served not later than October 1, 20263, provided that the insurance rates for 20273 are projected to increase by more than 10% over the cost for 20263. 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).

9.7. In the absence of a Superintendent, all duties per contract will revert to the Director of Utilities or City Manager.

10.8. Each union employee will receive a \$750 signing bonus the next pay after ratification of the 2024-2027 contract.

10. Apprentices will move up step raises according to their hours worked. If an apprentice has 7000+ hours but has not completed lineman school then they will stay at the 6000-7000 hour step until completion.

City of Hillsdale

**International Brotherhood
Electrical Workers Local 876**

Adam Stockford Mayor

Mel Crawford Business Manager

Katy Price City Clerk



CITY OF HILLSDALE

97 NORTH BROAD STREET
HILLSDALE, MICHIGAN 49242-1695
(517) 437-6440 FAX: (517) 437-6448
cityofhillsdale.org

BOARD: Economic
Development

Name: Clark S. Judge

Address: _____ Hillsdale 49242 _____
Street City Zip

Phone: Home _____ Work same

E-Mail _____

Are you a resident of City of Hillsdale? Yes No _____

Occupation: (if retired, former occupation) Communications consultant, see case profiles: www.whwg.com

Please check the expertise and skills you can contribute:

- Accounting
- Fund Raising
- Marketing
- Advocacy
- Human Resources
- Planning
- Computers
- Knowledge of the Cause
- Public Relations
- Legal
- Community Relations
- Public Speaking
- Finance
- Management
- Other _____

Brief Educational Background:

Indiana University, BA, '72
Harvard University, MBA '74

What charitable or community activities have you **actively** participated in? Please describe any leadership role(s) you have (had) in the organization(s) if any:

Eisenhower Foundation (Abilene, KS), Board ('19-present)
Pacific Research Institute, (Pasadena, CA), Chairman (as chair, more than a decade to present)

What other volunteer boards/committees have you served? _____

Block Association (New York City, Chairman '79-'82)

Describe any previous activities related to government: _____

Special Assistant/speechwriter, White House [president ('86-'89), vice president ('84-'86)];

Special assistant, international economic policy, U.S. Dept. of Commerce; intergovernmental relations officer,

HUD ('82-'83); consultant, Grace Commission ('82); DC Rep to U.S. government, Governor's office, Indiana ('70-'71)

Please explain why you would be interested in serving on the committee: _____

Founded/built a communications consulting firm (1989-present).

Experience and relationships applicable to task of economic development

Please explain your understanding of the City of Hillsdale:

Great community that can be and wants to be great.

Please send your completed application to City of Hillsdale, City Manager at 97 North Broad Street, Hillsdale, MI 49242.

Clark Judge

Applicant Signature

August 3, 2024

Date



CITY OF HILLSDALE

97 NORTH BROAD STREET
HILLSDALE, MICHIGAN 49242-1695
(517) 437-6441 FAX (517) 437-6448
cityofhillsdale.org

What Board/Commission would you like to serve? Economic Development Corp

Name: Russell Richardson

Address: [Redacted] Hillsdale 49242
Street City Zip

Phone: Home [Redacted] Work

E-Mail [Redacted]

Residency is required for most Boards & Commissions.

Are you a resident of City of Hillsdale? Yes [checked] No If so, for how long? 2018- Present (minus 18 months)

Occupation: (if retired, former occupation) Advancement at Hillsdale College

Please check the expertise and skills you can contribute:

- Accounting, Fund Raising, Marketing, Advocacy, Human Resources, Planning, Computers, Knowledge of the Cause, Public Relations, Legal, Community Relations, Public Speaking, Finance, Management, Other

Brief Educational Background:

BA, Economics, Union University
MA, Politics Hillsdale College

What charitable or community activities have you actively participated in? Please describe any leadership role(s) you have (had) in the organization(s):

Boy Scouts, senior leader
Various churches including College Baptist and Holy Trinity in Hillsdale
Full-time Fundraiser for Hillsdale College now

On what other volunteer boards/committees have you served?

Describe any previous activities related to government: Campaign manager for a
2018 state senate primary race in TN.

Please explain why you would be interested in serving on the council or committee:
Economic decisions play a large role in the flourishing of
a community. Unfortunately, causes have hollowed out
the economy of Hillsdale.

Please explain your understanding of the City of Hillsdale:
A great place to raise a family. People-centric.
Traditional, American values. Agricultural. Disproportionately influential
for its size.

Additional comments: I have created three businesses
and sold one.

Please send your completed application to City of Hillsdale, City Manager at 97 North Broad Street, Hillsdale, MI 49242.

Russell Pickens
Applicant Signature

8/12/2024
Date