



City of Hillsdale

City Council Agenda

June 19, 2017
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 Claims of June 2, 2017: \$106,484.03
 2. BPU Claims of June 2, 2017: \$63,469.77
 3. Payroll of June 15, 2017: \$151,756.32
 - B. City Council Minutes of June 5, 2017
 - C. May 2017 Financial Reports
 - D. May 2017 Code Enforcement Report
 - E. Board of Public Utilities Board Meeting Minutes of May 9, 2017
 - F. Heather Tritchka Agreement re: Winona Statute at Mrs. Stock's Park
 - G. Sara Berry Agreement re: Mrs. Stock's Park
 - H. Hillsdale Policy Group Monthly Report – May 2017
 - I. Economic Development Corporation (EDC) Meeting Minutes of April 20, 2017
 - J. Approval of Checker Records Street Dance Event
- VI. Communications/Petitions**
 - A. Presentation by Hillsdale Family Medical Center & Center for Family Health
- VII. Introduction and Adoption of Ordinance/Public Hearing**
 - A. Ordinance 2017-01: Amended Cemetery Rules
- VIII. Unfinished Business**
 - A. Approval of Airport Apron Construction Contract
 - B. **Resolution No. 3313:** MDOT Contract re: Airport Apron Construction
 - C. Approval of Amendment No. 1 for Professional Engineering Services re: Airport Apron Construction
- IX. Old Business**
 - A. Draft Telecommunications Tower Ordinance – Discussion
 - B. Budget Amendments

X. New Business

- A. **Resolution No. 3314:** Resolution Regarding Repurchase of Substation Facilities
- B. **Resolution No. 3315:** A Resolution to Amend the Hillsdale Board of Public Utilities Customer Service, Electric, Water and Sewer Department Rules and Regulations and Thereby a the Posting of a Customer Service Security Deposit in Certain Situations
- C. Approval of Phase Three: BPU Generator #5 & #6
- D. Approval of BPU Water and Wastewater Revised Utility Rate Model
- E. **Resolution No. 3316:** Resolution Adopting the MERS Defined Contribution Plan
- F. Defined Benefit Adoption Agreement with MERS
- G. MERS Contribution Plan Amendments
- H. Amendment to Airport Ground Lease with JW Enterprises & Mr. Jason Walters

XI. Miscellaneous Reports

XII. City Manager's Report

XIII. General Public Comment

XIV. Council Comment

XV. Adjournment

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 77406							
101-756.000-801.000	CONTRACTUAL SERVICES	STATE OF MICHIGAN MDE	DRINKING WATER TESTING	5-23-17	05/23/17	18.00	77406
						<u>18.00</u>	
Total For Check 77406							
Check 77407							
101-756.000-801.000	CONTRACTUAL SERVICES	STATE OF MICHIGAN MDE	DRINKING WATER TESTING	5-23-17	05/23/17	18.00	77407
101-756.000-801.000	CONTRACTUAL SERVICES	STATE OF MICHIGAN MDE	DRINKING WATER TESTING	5-23-17	05/23/17	18.00	77407
						<u>36.00</u>	
Total For Check 77407							
Check 77408							
271-790.000-726.000	SUPPLIES	LESLIE WARREN	CONFERENCE REIMBURSEMENT	5/22/17	05/23/17	7.92	77408
271-790.000-860.000	TRANSPORTATION AND MILEA	LESLIE WARREN	CONFERENCE REIMBURSEMENT	5/22/17	05/23/17	237.50	77408
271-790.000-862.000	LODGING AND MEALS	LESLIE WARREN	CONFERENCE REIMBURSEMENT	5/22/17	05/23/17	221.23	77408
						<u>466.65</u>	
Total For Check 77408							
Check 77409							
208-751.000-726.000	SUPPLIES	HERO'S NEST	2017 GIRLS SOFTBALL UNIFORMS	05/25/17	05/25/17	1,880.00	77409
						<u>1,880.00</u>	
Total For Check 77409							
Check 77410							
101-301.000-726.000	SUPPLIES	ADRIAN COMMUNICATIONS	CHARGER FOR TK-2180 PORTABLE RADIO	119181	06/01/17	69.00	77410
						<u>69.00</u>	
Total For Check 77410							
Check 77411							
101-295.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND B	COUPLING/NIPPLE TO PUMP WATER OUT	17INV021464	06/01/17	36.62	77411
101-756.000-726.000	SUPPLIES	AMERICAN COPPER AND B	FAUCET, COVER	17INV021671	06/01/17	3.06	77411
101-756.000-726.000	SUPPLIES	AMERICAN COPPER AND B	IN USE COVER	17INV021949	06/01/17	32.46	77411
101-756.000-726.000	SUPPLIES	AMERICAN COPPER AND B	WATERTITE HOLE	17INV021458	06/01/17	4.56	77411
101-756.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND B	PVC (FOD)	17INV021292	06/01/17	7.02	77411
						<u>83.72</u>	
Total For Check 77411							
Check 77412							
101-756.000-801.000	CONTRACTUAL SERVICES	AQUATIC WEED CONTROL	MRS. STOCK'S PARK POND TREATMENT	05/19/17	06/01/17	575.00	77412
						<u>575.00</u>	
Total For Check 77412							
Check 77413							
101-336.000-742.000	CLOTHING / UNIFORMS	ARGUS HAZCO	THOROGOOD POWER HV BOOT - FF T. FL	04127398	06/01/17	280.00	77413
101-336.000-742.000	CLOTHING / UNIFORMS	ARGUS HAZCO	THOROGOOD POWER HV BOOT - FF T. FL	04127398	06/01/17	15.73	77413
						<u>295.73</u>	
Total For Check 77413							
Check 77414							
588-588.000-726.000	SUPPLIES	ARROW SWIFT PRINTING	ACCOUNT BAL SHEETS/TO AND FROM 2-P	142537	06/01/17	65.20	77414
						<u>65.20</u>	
Total For Check 77414							
Check 77415							
101-265.000-801.000	CONTRACTUAL SERVICES	ARROW UNIFORM	MAT & LINEN SERVICE	15-539492	06/01/17	15.00	77415
101-265.000-801.000	CONTRACTUAL SERVICES	ARROW UNIFORM	MAT & LINEN SERVICE	15-545795	06/01/17	15.00	77415
101-336.000-801.000	CONTRACTUAL SERVICES	ARROW UNIFORM	CONTRACTUAL LINEN SERVICE	15-545797	06/01/17	20.10	77415
101-441.000-742.000	CLOTHING / UNIFORMS	ARROW UNIFORM	RUGS & UNIFORMS - DPS	15-533199	06/01/17	22.60	77415
101-441.000-742.000	CLOTHING / UNIFORMS	ARROW UNIFORM	RUGS & UNIFORMS - DPS	15-539490	06/01/17	63.73	77415
101-441.000-801.000	CONTRACTUAL SERVICES	ARROW UNIFORM	RUGS & UNIFORMS - DPS	15-533199	06/01/17	33.56	77415
101-441.000-801.000	CONTRACTUAL SERVICES	ARROW UNIFORM	RUGS & UNIFORMS - DPS	15-539490	06/01/17	33.56	77415
271-790.000-801.000	CONTRACTUAL SERVICES	ARROW UNIFORM	MAT & LINEN SERVICE	15-509180	06/01/17	31.87	77415
271-790.000-801.000	CONTRACTUAL SERVICES	ARROW UNIFORM	MAT & LINEN SERVICE	15-523117	06/01/17	31.87	77415
588-588.000-801.000	CONTRACTUAL SERVICES	ARROW UNIFORM	MAT & LINEN SERVICE	15-548336	06/01/17	32.04	77415
640-444.000-742.000	CLOTHING / UNIFORMS	ARROW UNIFORM	RUGS & UNIFORMS - DPS	15-533199	06/01/17	10.52	77415

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 77415							
640-444.000-742.000	CLOTHING / UNIFORMS	ARROW UNIFORM	RUGS & UNIFORMS - DPS	15-539490	06/01/17	10.52	77415
640-444.000-801.000	CONTRACTUAL SERVICES	ARROW UNIFORM	RUGS & UNIFORMS - DPS	15-533199	06/01/17	16.81	77415
640-444.000-801.000	CONTRACTUAL SERVICES	ARROW UNIFORM	RUGS & UNIFORMS - DPS	15-539490	06/01/17	16.81	77415
Total For Check 77415						353.99	
Check 77416							
101-265.000-925.000	TELEPHONE	AT&T	TELEPHONE SERVICE	APR 17 - MAY 16	06/01/17	144.60	77416
101-295.000-925.000	TELEPHONE	AT&T	TELEPHONE SERVICE	APR 17 - MAY 16	06/01/17	57.27	77416
588-588.000-925.000	TELEPHONE	AT&T	TELEPHONE SERVICE	APR 17 - MAY 16	06/01/17	135.68	77416
Total For Check 77416						337.55	
Check 77417							
271-790.000-982.000	BOOKS	BAKER & TAYLOR COMPAN	BOOKS FOR ADULTS	2032869029	06/01/17	697.77	77417
Total For Check 77417						697.77	
Check 77418							
247-900.000-726.000	SUPPLIES	BEAN CREEK GARDEN CEN	ANNUALS FOR BEAUTIFICATION	65	06/01/17	290.91	77418
Total For Check 77418						290.91	
Check 77419							
202-450.000-726.000	SUPPLIES	BEAVER RESEARCH COMPA	SOY LEASE DW	0261953	06/01/17	550.00	77419
203-450.000-726.000	SUPPLIES	BEAVER RESEARCH COMPA	SOY LEASE DW	0261953	06/01/17	550.00	77419
Total For Check 77419						1,100.00	
Check 77420							
101-441.000-955.441	MISCELLANEOUS - SHOE ALL	JASON BLAKE	SHOE ALLOWANCE	REIMBURSE	06/01/17	91.71	77420
Total For Check 77420						91.71	
Check 77421							
101-265.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	1,836.24	77421
101-266.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	237.19	77421
101-276.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	132.70	77421
101-295.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	374.08	77421
101-336.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	599.26	77421
101-441.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	389.41	77421
101-448.000-920.202	UTILITIES - MAJOR STREET	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	4,894.52	77421
101-448.000-920.203	UTILITIES - LOCAL STREET	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	278.59	77421
101-756.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	906.24	77421
202-490.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	448.43	77421
202-490.500-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	434.54	77421
203-480.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	32.28	77421
271-790.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	1,388.69	77421
588-588.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	403.52	77421
640-444.000-920.000	UTILITIES	BOARD OF PUBLIC UTILI	UTILITY CHARGES	MAY 2017	06/01/17	366.72	77421
Total For Check 77421						12,722.41	
Check 77422							
101-265.000-801.000	CONTRACTUAL SERVICES	BORCK'S OUTDOOR SERVI	MOWING CONTRACT - MAY 2017	PAYMENT 2 OF 12	06/01/17	151.67	77422
101-266.000-801.000	CONTRACTUAL SERVICES	BORCK'S OUTDOOR SERVI	MOWING CONTRACT - MAY 2017	PAYMENT 2 OF 12	06/01/17	162.50	77422
101-441.000-801.000	CONTRACTUAL SERVICES	BORCK'S OUTDOOR SERVI	MOWING CONTRACT - MAY 2017	PAYMENT 2 OF 12	06/01/17	65.00	77422
101-756.000-801.000	CONTRACTUAL SERVICES	BORCK'S OUTDOOR SERVI	MOWING CONTRACT - MAY 2017	PAYMENT 2 OF 12	06/01/17	3,195.83	77422
202-460.000-801.000	CONTRACTUAL SERVICES	BORCK'S OUTDOOR SERVI	MOWING CONTRACT - MAY 2017	PAYMENT 2 OF 12	06/01/17	512.46	77422
202-460.500-801.000	CONTRACTUAL SERVICES	BORCK'S OUTDOOR SERVI	MOWING CONTRACT - MAY 2017	PAYMENT 2 OF 12	06/01/17	125.04	77422
203-460.000-801.000	CONTRACTUAL SERVICES	BORCK'S OUTDOOR SERVI	MOWING CONTRACT - MAY 2017	PAYMENT 2 OF 12	06/01/17	332.50	77422
588-588.000-801.000	CONTRACTUAL SERVICES	BORCK'S OUTDOOR SERVI	MOWING CONTRACT - MAY 2017	PAYMENT 2 OF 12	06/01/17	260.00	77422

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 77422							
						Total For Check 77422	4,805.00
Check 77423							
101-209.000-861.000	TRAINING & SEMINARS	BS&A SOFTWARE	TAX.NET REPORT DESIGNER COURSE	112834	06/01/17	205.00	77423
101-253.000-861.000	TRAINING & SEMINARS	BS&A SOFTWARE	TAX.NET REPORT DESIGNER COURSE	112834	06/01/17	205.00	77423
						Total For Check 77423	410.00
Check 77424							
101-441.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	CLEANING DISP & PRODUCT	351761937	06/01/17	25.97	77424
						Total For Check 77424	25.97
Check 77425							
101-301.000-742.000	CLOTHING / UNIFORMS	CMP DISTRIBUTOR, INC	HANDCUFFS - GRUMHAUS/STOCK	51698	06/01/17	47.90	77425
101-301.000-742.000	CLOTHING / UNIFORMS	CMP DISTRIBUTOR, INC	HANDCUFFS - GRUMHAUS/STOCK	51698	06/01/17	10.00	77425
						Total For Check 77425	57.90
Check 77426							
101-209.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	OFFICE SUPPLIES - 2ND FLOOR	586803	06/01/17	99.00	77426
101-209.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	OFFICE SUPPLIES - 2ND FLOOR	442551	06/01/17	108.90	77426
101-215.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	42" LATERAL FILE, 3-DRAWER	442531	06/01/17	696.55	77426
101-253.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	RETURN LEGAL FILE FOLDERS	818345	06/01/17	(28.90)	77426
101-253.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	TABS FOR HANGING FOLDERS	442604	06/01/17	4.24	77426
101-253.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	LETTER TRAYS/HANGING FOLDERS	442571	06/01/17	13.35	77426
101-253.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	LETTER TRAYS/HANGING FOLDERS	442571	06/01/17	91.65	77426
101-253.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	LETTER TRAYS/HANGING FOLDERS	442571	06/01/17	28.90	77426
101-253.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	LETTER TRAYS/HANGING FOLDERS	442571	06/01/17	28.90	77426
101-301.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	PRINTER CARDTRIDGE/SHARPIE MARKERS	587505	06/01/17	84.00	77426
101-301.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	PRINTER CARDTRIDGE/SHARPIE MARKERS	587505	06/01/17	8.69	77426
101-336.000-930.000	REPAIRS & MAINTENANCE	CURRENT OFFICE SOLUTI	FD DEPT PRINTER SERVICE CALL	285714	06/01/17	125.00	77426
101-336.000-930.000	REPAIRS & MAINTENANCE	CURRENT OFFICE SOLUTI	FD DEPT PRINTER SERVICE CALL CREDI	286184	06/01/17	(125.00)	77426
101-441.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTI	POST ITS, PAPER, PENCIL, ERASERS,	586877	06/01/17	176.62	77426
						Total For Check 77426	1,311.90
Check 77427							
101-756.000-726.000	SUPPLIES	DUBOIS TRUCKING AND E	CLASS II SAND	QB1004	06/01/17	107.50	77427
						Total For Check 77427	107.50
Check 77428							
101-441.000-726.000	SUPPLIES	FAMILY FARM & HOME	SHOVELS, RAKES, ANT KILLER,WHEEL C	30	06/01/17	125.86	77428
						Total For Check 77428	125.86
Check 77429							
101-265.000-726.000	SUPPLIES	GELZER & SON INC	BOLTS/WASHERS	C240468	06/01/17	19.57	77429
101-265.000-726.000	SUPPLIES	GELZER & SON INC	BOLTS & WASHERS, BIT	C240455	06/01/17	9.38	77429
101-441.000-726.000	SUPPLIES	GELZER & SON INC	HOLE SAW SET	C239630	06/01/17	12.99	77429
101-756.000-726.000	SUPPLIES	GELZER & SON INC	CABLE TIES (SANDY BEACH)	C240298	06/01/17	15.78	77429
101-756.000-726.000	SUPPLIES	GELZER & SON INC	PAINT (PICNIC TABLES W/O 1097)	A143545	06/01/17	41.99	77429
101-756.000-726.000	SUPPLIES	GELZER & SON INC	PAINT (PICNIC TABLES W/O 1097)	A143544	06/01/17	41.99	77429
202-460.000-726.000	SUPPLIES	GELZER & SON INC	REDI MIX (W/O 1041)	C241294	06/01/17	19.99	77429
247-900.000-726.000	SUPPLIES	GELZER & SON INC	CABLE TIE	C240401	06/01/17	2.89	77429
247-900.000-726.000	SUPPLIES	GELZER & SON INC	GRASS-B-GON KILLER/HEDGE SHEAR	C237802	06/01/17	18.98	77429
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	GELZER & SON INC	BOLTS & NUMBERS	C240463	06/01/17	10.94	77429
						Total For Check 77429	194.50
Check 77430							

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 77430							
101-265.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER	WATER DELIVERY	104835	06/01/17	19.00	77430
101-295.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER	WATER DELIVERY	104835	06/01/17	4.75	77430
101-441.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER	WATER DELIVERY	104835	06/01/17	14.25	77430
588-588.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER	WATER DELIVERY	104839	06/01/17	4.75	77430
Total For Check 77430						<u>42.75</u>	
Check 77431							
101-295.000-801.000	CONTRACTUAL SERVICES	HERITAGE CRYSTAL CLEA	WASTE REMOVAL - AIRPORT	14593108	06/01/17	294.00	77431
101-295.000-801.000	CONTRACTUAL SERVICES	HERITAGE CRYSTAL CLEA	WASTE REMOVAL - AIRPORT	14593108	06/01/17	420.00	77431
101-295.000-801.000	CONTRACTUAL SERVICES	HERITAGE CRYSTAL CLEA	WASTE REMOVAL - AIRPORT	14593108	06/01/17	122.96	77431
101-295.000-801.000	CONTRACTUAL SERVICES	HERITAGE CRYSTAL CLEA	STANDARD WASTE PROFILE FEE	14590230	06/01/17	50.00	77431
Total For Check 77431						<u>886.96</u>	
Check 77432							
247-900.000-726.000	SUPPLIES	HYACINTH HOUSE	PETUNIA FLATS	46380	06/01/17	122.55	77432
Total For Check 77432						<u>122.55</u>	
Check 77433							
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	JACK DOHNEY COMPANIES	SWAGE MACHINE FOR VACTOR #29	A01478	06/01/17	1,423.34	77433
Total For Check 77433						<u>1,423.34</u>	
Check 77434							
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	JACKSON TRUCK SERVICE	FILTERS	PC001292986	06/01/17	87.39	77434
Total For Check 77434						<u>87.39</u>	
Check 77435							
101-295.000-930.000	REPAIRS & MAINTENANCE	JONESVILLE LUMBER	KEYPAD DOOR KNOBS	760324	06/01/17	455.76	77435
Total For Check 77435						<u>455.76</u>	
Check 77436							
101-756.000-726.000	SUPPLIES	KSS ENTERPRISES	BLEACH, GLOVES, BOWL CLEANER, HAND	1036709	06/01/17	143.06	77436
Total For Check 77436						<u>143.06</u>	
Check 77437							
101-301.000-742.000	CLOTHING / UNIFORMS	MICHAEL KURAS	2017 EQUIPMENT ALLOWANCE	REIMBURSE	06/01/17	9.19	77437
101-301.000-742.000	CLOTHING / UNIFORMS	MICHAEL KURAS	2017 EQUIPMENT ALLOWANCE	REIMBURSE	06/01/17	9.53	77437
101-301.000-742.000	CLOTHING / UNIFORMS	MICHAEL KURAS	2017 EQUIPMENT ALLOWANCE	REIMBURSE	06/01/17	8.20	77437
101-301.000-742.000	CLOTHING / UNIFORMS	MICHAEL KURAS	2017 EQUIPMENT ALLOWANCE	REIMBURSE	06/01/17	29.04	77437
101-301.000-742.000	CLOTHING / UNIFORMS	MICHAEL KURAS	2017 EQUIPMENT ALLOWANCE	REIMBURSE	06/01/17	49.80	77437
101-301.000-742.000	CLOTHING / UNIFORMS	MICHAEL KURAS	2017 EQUIPMENT ALLOWANCE	REIMBURSE	06/01/17	83.30	77437
Total For Check 77437						<u>189.06</u>	
Check 77438							
101-276.000-801.000	CONTRACTUAL SERVICES	LAPEW SANITATION SERV	PORTABLE RESTROOMS	3105	06/01/17	65.00	77438
101-756.000-801.000	CONTRACTUAL SERVICES	LAPEW SANITATION SERV	BOAT LAUCH VAULTS	3102	06/01/17	475.00	77438
101-756.000-801.000	CONTRACTUAL SERVICES	LAPEW SANITATION SERV	PORTABLE RESTROOMS	3105	06/01/17	520.00	77438
Total For Check 77438						<u>1,060.00</u>	
Check 77439							
208-751.000-726.000	SUPPLIES	MICHELLE LOREN	3 YOUTH BASEBALL BATS	REIMBURSE	06/01/17	79.40	77439
Total For Check 77439						<u>79.40</u>	
Check 77440							
101-266.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/14/2017	31412351	06/01/17	11.30	77440
101-276.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/20/2017	31433829	06/01/17	301.20	77440

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 77440							
101-441.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/14/2017	31412351	06/01/17	308.73	77440
101-441.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/20/2017	31433829	06/01/17	406.62	77440
101-756.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/14/2017	31412351	06/01/17	7.52	77440
202-450.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/14/2017	31412351	06/01/17	222.14	77440
202-450.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/20/2017	31433829	06/01/17	109.19	77440
202-450.500-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/14/2017	31412351	06/01/17	64.00	77440
202-460.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/20/2017	31433829	06/01/17	7.53	77440
203-450.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/14/2017	31412351	06/01/17	207.08	77440
203-450.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/20/2017	31433829	06/01/17	139.30	77440
203-480.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEE W/E 5/14/2017	31412351	06/01/17	22.59	77440
Total For Check 77440						1,807.20	
Check 77441							
101-756.000-801.000	CONTRACTUAL SERVICES	MARKET HOUSE	SHIPPING - UPS	105507	06/01/17	14.98	77441
101-756.000-801.000	CONTRACTUAL SERVICES	MARKET HOUSE	SHIPPING - UPS	105514	06/01/17	25.30	77441
Total For Check 77441						40.28	
Check 77442							
101-301.000-726.000	SUPPLIES	MATTHEW BENDER & CO.,	PENAL/VEHICLE CODE HANDBOOK SPRING	93393717	06/01/17	104.50	77442
101-301.000-726.000	SUPPLIES	MATTHEW BENDER & CO.,	PENAL/VEHICLE CODE HANDBOOK SPRING	93393717	06/01/17	16.43	77442
Total For Check 77442						120.93	
Check 77443							
247-900.000-801.000	CONTRACTUAL SERVICES	ALISON MCDOWELL	TIFA BUSINESS ATTRACTION FORGIVABL	BUS ATTRACTION	06/01/17	10,000.00	77443
Total For Check 77443						10,000.00	
Check 77444							
101-301.000-726.000	SUPPLIES	MICH DEPT OF STATE	SUPPRESSED REPLACEMENT PLATE/TAB R	REPLACEMENT	06/01/17	13.00	77444
Total For Check 77444						13.00	
Check 77445							
271-790.000-810.000	DUES AND SUBSCRIPTIONS	MICH LIBRARY ASSOC	ORGANIZATIONAL MEMBERSHIP	2018	06/01/17	362.83	77445
Total For Check 77445						362.83	
Check 77446							
409-756.000-726.000	SUPPLIES	DIANNE MILLER	PLANTS FOR MRS. STOCKS PARK	REIMBURSE	06/01/17	119.00	77446
409-756.000-726.000	SUPPLIES	DIANNE MILLER	PLANTS FOR MRS. STOCKS PARK	REIMBURSE	06/01/17	75.66	77446
Total For Check 77446						194.66	
Check 77447							
101-175.000-850.000	INSURANCE	MOORE INSURANCE SERVI	NOTARY BOND - YVONNE STRAUSS	21755	06/01/17	60.00	77447
Total For Check 77447						60.00	
Check 77448							
101-301.000-742.000	CLOTHING / UNIFORMS	NYE UNIFORM COMPANY	SGT STRIPES (SGT. SIMS)	603892	06/01/17	14.00	77448
101-301.000-742.000	CLOTHING / UNIFORMS	NYE UNIFORM COMPANY	SGT STRIPES (SGT. SIMS)	603892	06/01/17	4.77	77448
101-301.000-742.000	CLOTHING / UNIFORMS	NYE UNIFORM COMPANY	S/S SHIRT (SGT. DOTY) CAP	604434	06/01/17	47.85	77448
101-301.000-742.000	CLOTHING / UNIFORMS	NYE UNIFORM COMPANY	S/S SHIRT (SGT. DOTY) CAP	604434	06/01/17	3.50	77448
101-301.000-742.000	CLOTHING / UNIFORMS	NYE UNIFORM COMPANY	RAIN CAP (KURAS)	604632	06/01/17	89.50	77448
101-301.000-742.000	CLOTHING / UNIFORMS	NYE UNIFORM COMPANY	RAIN CAP (KURAS)	604632	06/01/17	11.50	77448
101-301.000-742.000	CLOTHING / UNIFORMS	NYE UNIFORM COMPANY	RAIN CAP (KURAS)	604632	06/01/17	13.08	77448
Total For Check 77448						184.20	
Check 77449							
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE/TIRE ROTATION (UNIT 2-7	61002	06/01/17	18.95	77449

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 77449							
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE/TIRE ROTATION (UNIT 2-7	61002	06/01/17	6.00	77449
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE/TIRE ROTATION (UNIT 2-7	61002	06/01/17	4.00	77449
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE/TIRE ROTATION (UNIT 2-7	61002	06/01/17	15.00	77449
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE/TIRE ROTATION (UNIT 2-5	61010	06/01/17	18.95	77449
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE/TIRE ROTATION (UNIT 2-5	61010	06/01/17	8.50	77449
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE/TIRE ROTATION (UNIT 2-5	61010	06/01/17	4.00	77449
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE/TIRE ROTATION (UNIT 2-5	61010	06/01/17	15.00	77449
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE UNIT (UNIT 2-6 10 IMP	61012	06/01/17	18.95	77449
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE UNIT (UNIT 2-6 10 IMP	61012	06/01/17	6.00	77449
640-444.000-801.301	POLICE VEHICLE REPAIR	PARNEY'S CAR CARE	OIL CHANGE UNIT (UNIT 2-6 10 IMP	61012	06/01/17	4.00	77449
Total For Check 77449						119.35	
Check 77450							
101-295.000-740.000	FUEL AND LUBRICANTS	PATRIOT AVIATION	FUEL CHARGES	137	06/01/17	390.49	77450
101-295.000-801.000	CONTRACTUAL SERVICES	PATRIOT AVIATION	AIRPORT GROUND MAINTENANCE	136	06/01/17	9,000.00	77450
Total For Check 77450						9,390.49	
Check 77451							
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	COUPLING & NIPPLE (#53)	1213855	06/01/17	3.60	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	BELT (#23)	1214040	06/01/17	8.49	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	BELT	1214130	06/01/17	16.78	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	FUSE	1214235	06/01/17	7.58	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	OIL SEAL (#71)	1214364	06/01/17	25.18	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	BRAKE MAGNET (#71)	1214439	06/01/17	64.04	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	LIFT PUMP	1214601	06/01/17	53.49	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	TRAILER PLUG	1214798	06/01/17	21.76	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	FUEL & AIR FILTERS (#7)	1214889	06/01/17	37.56	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	DISC PADS (#7)	1214906	06/01/17	32.33	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	WARRANTY ON SWITCH (#8)	1215169	06/01/17	(16.60)	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	WARRANTY ON SWITCH (#8)	1215105	06/01/17	(138.98)	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	SWITCH (#8)	1215003	06/01/17	155.58	77451
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	PERFORMANCE AUTOMOTIV	GUIDE PIN (#7)	1214916	06/01/17	12.36	77451
640-444.000-730.301	POLICE VEH/EQUP MAINT SU	PERFORMANCE AUTOMOTIV	BRAKE PADS - UNIT 2-4 (2014 EXPLOR	1215154	06/01/17	47.30	77451
Total For Check 77451						330.47	
Check 77452							
588-588.000-801.000	CONTRACTUAL SERVICES	PHAT JAXX AUTOMOTIVE	RPR A/C UNIT (#60 DART)	22178	06/01/17	265.24	77452
588-588.000-801.000	CONTRACTUAL SERVICES	PHAT JAXX AUTOMOTIVE	RPR A/C UNIT (#62 DART)	22192	06/01/17	176.74	77452
Total For Check 77452						441.98	
Check 77453							
101-301.000-742.000	CLOTHING / UNIFORMS	STEVE PRATT	2017 EQUIPMENT ALLOWANCE	REIMBURSE	06/01/17	30.05	77453
101-301.000-742.000	CLOTHING / UNIFORMS	STEVE PRATT	2017 EQUIPMENT ALLOWANCE	REIMBURSE	06/01/17	29.99	77453
Total For Check 77453						60.04	
Check 77454							
101-172.000-726.000	SUPPLIES	PRINTER SOURCE PLUS	SAMSUNG OEM CLT-W659 WASTE TANK	157936	06/01/17	20.99	77454
Total For Check 77454						20.99	
Check 77455							
101-172.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	436.91	77455
101-215.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	1,747.64	77455
101-219.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	1,048.58	77455
101-301.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	13,631.58	77455

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Check 77455							
101-336.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	2,184.55	77455
101-400.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	1,310.73	77455
101-441.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	2,359.31	77455
208-751.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	1,048.58	77455
271-790.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	436.91	77455
588-588.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	3,145.74	77455
640-444.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	1,747.64	77455
699-441.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	171350000976	06/01/17	6,903.17	77455
Total For Check 77455						36,001.34	
Check 77456							
101-295.000-801.000	CONTRACTUAL SERVICES	R W MERCER COMPANY, I	B INSPECTION - AIRPORT	90575	06/01/17	250.00	77456
101-295.000-801.000	CONTRACTUAL SERVICES	R W MERCER COMPANY, I	TANK INSPECTION AND REPAIR	91461	06/01/17	176.06	77456
Total For Check 77456						426.06	
Check 77457							
101-265.000-930.000	REPAIRS & MAINTENANCE	RE-LOCK LOCKSMITHING	TWO PUSH BAR LOCKS/25 KEYS CUT	05/15/17	06/01/17	140.00	77457
Total For Check 77457						140.00	
Check 77458							
101-336.000-930.000	REPAIRS & MAINTENANCE	ROE-COMM., INC.	MOTOROLA XPR 6550 PORTABLE RADIO R	345391	06/01/17	62.50	77458
101-336.000-930.000	REPAIRS & MAINTENANCE	ROE-COMM., INC.	MOTOROLA XPR 6550 PORTABLE RADIO R	345391	06/01/17	15.00	77458
101-336.000-930.000	REPAIRS & MAINTENANCE	ROE-COMM., INC.	MOTOROLA XPR 6550 PORTABLE RADIO R	345391	06/01/17	12.00	77458
Total For Check 77458						89.50	
Check 77459							
101-301.000-726.000	SUPPLIES	SIRCHIE FINGERPRINT L	ZIP WRITE BLOCK BAGS/TEST KITS/NIT	0301261-IN	06/01/17	29.36	77459
101-301.000-726.000	SUPPLIES	SIRCHIE FINGERPRINT L	ZIP WRITE BLOCK BAGS/TEST KITS/NIT	0301261-IN	06/01/17	26.73	77459
101-301.000-726.000	SUPPLIES	SIRCHIE FINGERPRINT L	ZIP WRITE BLOCK BAGS/TEST KITS/NIT	0301261-IN	06/01/17	19.52	77459
101-301.000-726.000	SUPPLIES	SIRCHIE FINGERPRINT L	ZIP WRITE BLOCK BAGS/TEST KITS/NIT	0301261-IN	06/01/17	39.04	77459
101-301.000-726.000	SUPPLIES	SIRCHIE FINGERPRINT L	ZIP WRITE BLOCK BAGS/TEST KITS/NIT	0301261-IN	06/01/17	56.00	77459
101-301.000-726.000	SUPPLIES	SIRCHIE FINGERPRINT L	ZIP WRITE BLOCK BAGS/TEST KITS/NIT	0301261-IN	06/01/17	10.50	77459
Total For Check 77459						181.15	
Check 77460							
101-756.000-726.000	SUPPLIES	SITE ONE LANDSCAPE SU	ADJ ROTOR BLUE	80522094	06/01/17	54.66	77460
Total For Check 77460						54.66	
Check 77461							
101-295.000-930.000	REPAIRS & MAINTENANCE	SPRATT'S	TUBES FOR TRACTOR	157401	06/01/17	32.50	77461
101-295.000-930.000	REPAIRS & MAINTENANCE	SPRATT'S	JOHN DEERE MAINTENANCE TUBE & LABO	157304	06/01/17	47.50	77461
101-295.000-930.000	REPAIRS & MAINTENANCE	SPRATT'S	TUBE & LABOR JOHN DEERE MAINTENANC	157302	06/01/17	45.50	77461
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	SPRATT'S	DUST CAP &TRIMMER LINE	157406	06/01/17	72.45	77461
Total For Check 77461						197.95	
Check 77462							
101-215.000-810.000	DUES AND SUBSCRIPTIONS	ST OF MI-MI DEPT OF S	NOTARY APPLICATION FEE	NOTARY	06/01/17	10.00	77462
Total For Check 77462						10.00	
Check 77463							
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPL	STILLWELL FORD MERCUR	SENSOR (#13)	169306	06/01/17	91.63	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	316.80	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	400.83	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	0.50	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	0.80	77463

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Check 77463							
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	13.83	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	14.13	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	67.20	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	90.02	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	15.00	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	249.60	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	1,048.23	77463
640-444.000-801.301	POLICE VEHICLE REPAIR	STILLWELL FORD MERCUR	REPAIRS - UNIT 2-3 (15 EXPLORER) U	585389	06/01/17	15.00	77463
Total For Check 77463						2,323.57	
Check 77464							
101-215.000-810.000	DUES AND SUBSCRIPTIONS	YVONNE STRAUSS	MEAL REIMBURSEMENT - STRAUSS/LOPRE	EXPENSE	06/01/17	10.00	77464
101-301.000-862.000	LODGING AND MEALS	YVONNE STRAUSS	MEAL REIMBURSEMENT - STRAUSS/LOPRE	EXPENSE	06/01/17	7.35	77464
101-301.000-862.000	LODGING AND MEALS	YVONNE STRAUSS	MEAL REIMBURSEMENT - STRAUSS/LOPRE	EXPENSE	06/01/17	11.06	77464
101-372.000-862.000	LODGING AND MEALS	YVONNE STRAUSS	MEAL REIMBURSEMENT - STRAUSS/LOPRE	EXPENSE	06/01/17	10.01	77464
Total For Check 77464						38.42	
Check 77465							
101-172.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	23.43	77465
101-172.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	65.88	77465
101-209.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	14.20	77465
101-209.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	30.06	77465
101-215.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	28.40	77465
101-215.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	39.49	77465
101-219.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	14.20	77465
101-219.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	29.83	77465
101-301.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	198.80	77465
101-301.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	290.50	77465
101-336.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	71.00	77465
101-336.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	110.66	77465
101-372.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	14.20	77465
101-372.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	15.39	77465
101-400.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	14.20	77465
101-400.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	18.50	77465
101-441.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	28.40	77465
101-441.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	44.27	77465
208-751.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	14.20	77465
208-751.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	22.57	77465
271-790.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	28.40	77465
271-790.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	29.61	77465
588-588.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	56.80	77465
588-588.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	60.70	77465
640-444.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	28.40	77465
640-444.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	36.29	77465
699-441.000-715.000	HEALTH AND LIFE INSURANC	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	99.40	77465
699-441.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE CO	LIFE/DISABILITY INSURANCE PREMIUMS	JUNE 2017	06/01/17	116.28	77465
Total For Check 77465						1,544.06	
Check 77466							
101-266.000-726.000	SUPPLIES	TACKETT AND SONS MATE	COMMERCIAL TOP HOT MIX	17-648	06/01/17	14.38	77466
101-756.000-726.000	SUPPLIES	TACKETT AND SONS MATE	COMMERCIAL TOP HOT MIX	17-648	06/01/17	14.38	77466
202-450.000-726.000	SUPPLIES	TACKETT AND SONS MATE	COMMERCIAL TOP HOT MIX	14-645	06/01/17	58.08	77466
202-450.000-726.000	SUPPLIES	TACKETT AND SONS MATE	COMMERCIAL TOP HOT MIX	17-648	06/01/17	86.82	77466
203-450.000-726.000	SUPPLIES	TACKETT AND SONS MATE	COMMERCIAL TOP HOT MIX	14-645	06/01/17	57.50	77466

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Check 77466							
203-450.000-726.000	SUPPLIES	TACKETT AND SONS MATE	COMMERCIAL TOP HOT MIX	17-648	06/01/17	28.75	77466
203-480.000-726.000	SUPPLIES	TACKETT AND SONS MATE	COMMERCIAL TOP HOT MIX	17-648	06/01/17	28.75	77466
Total For Check 77466						288.66	
Check 77467							
101-209.000-860.000	TRANSPORTATION AND MILEA	KIMBERLY A. THOMAS	CONTINUING ED - COMMERCIAL BUILDI	MILEAGE	06/01/17	123.50	77467
Total For Check 77467						123.50	
Check 77468							
244-174.000-801.000	CONTRACTUAL SERVICES	TWO2ONE, LLC	BASELINE ENVIRONMENTAL ASSESSMENT	BEA REIMBURSE	06/01/17	10,000.00	77468
Total For Check 77468						10,000.00	
Check 77469							
101-276.000-801.000	CONTRACTUAL SERVICES	US STAFFING AGENCY, L	TEMP EMPLOYEES W/E 5/14/2017	3456	06/01/17	57.00	77469
101-276.000-801.000	CONTRACTUAL SERVICES	US STAFFING AGENCY, L	TEMP EMPLOYEE W/E 5/20/2017	3538	06/01/17	299.25	77469
101-756.000-801.000	CONTRACTUAL SERVICES	US STAFFING AGENCY, L	TEMP EMPLOYEES W/E 5/14/2017	3456	06/01/17	342.00	77469
101-756.000-801.000	CONTRACTUAL SERVICES	US STAFFING AGENCY, L	TEMP EMPLOYEE W/E 5/20/2017	3538	06/01/17	228.00	77469
202-460.000-801.000	CONTRACTUAL SERVICES	US STAFFING AGENCY, L	TEMP EMPLOYEES W/E 5/14/2017	3456	06/01/17	28.50	77469
203-460.000-801.000	CONTRACTUAL SERVICES	US STAFFING AGENCY, L	TEMP EMPLOYEES W/E 5/14/2017	3456	06/01/17	28.50	77469
Total For Check 77469						983.25	
Check 77470							
101-209.000-726.000	SUPPLIES	WALMART COMMUNITY	WASTEBASKET/TABLE/FIRST AID KIT/CA	MAY 2017	06/01/17	2.96	77470
271-790.000-726.000	SUPPLIES	WALMART COMMUNITY	CHILDREN'S SUPPLIES/GENERAL LIBRAR	MAY 2017	06/01/17	52.25	77470
271-790.000-726.000	SUPPLIES	WALMART COMMUNITY	GENERAL LIBRARY SUPPLIES/CHILDREN'	MAY 2017	06/01/17	23.41	77470
271-792.000-726.000	SUPPLIES	WALMART COMMUNITY	CHILDREN'S SUPPLIES/GENERAL LIBRAR	MAY 2017	06/01/17	137.92	77470
271-792.000-726.000	SUPPLIES	WALMART COMMUNITY	GENERAL LIBRARY SUPPLIES/CHILDREN'	MAY 2017	06/01/17	47.21	77470
408-751.000-726.000	SUPPLIES	WALMART COMMUNITY	WASTEBASKET/TABLE/FIRST AID KIT/CA	MAY 2017	06/01/17	59.20	77470
Total For Check 77470						322.95	

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
			Fund Totals:				
			Fund 101 GENERAL FUND			56,594.25	
			Fund 202 MAJOR ST./TRUNKLINE FUND			2,666.72	
			Fund 203 LOCAL ST. FUND			1,427.25	
			Fund 208 RECREATION FUND			3,044.75	
			Fund 244 ECONOMIC DEVELOPMENT CORP F			10,000.00	
			Fund 247 TAX INCREMENT FINANCE ATH.			10,435.33	
			Fund 271 LIBRARY FUND			3,735.39	
			Fund 408 FIELDS OF DREAMS			59.20	
			Fund 409 STOCK'S PARK			194.66	
			Fund 588 DIAL-A-RIDE FUND			4,606.41	
			Fund 640 REVOLVING MOBILE EQUIP. FUN			6,601.22	
			Fund 699 DPS LEAVE AND BENEFITS FUND			7,118.85	
			Total For All Funds:			106,484.03	

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Check 67891							
582-175.000-930.000	REPAIRS & MAINTENANCE	A CLEAN START	OFFICE CLEANING	192148	06/01/17	62.50	67891
582-544.000-930.000	REPAIRS & MAINTENANCE	A CLEAN START	OFFICE CLEANING	192148	06/01/17	12.50	67891
590-175.000-930.000	REPAIRS & MAINTENANCE	A CLEAN START	OFFICE CLEANING	192148	06/01/17	31.25	67891
590-546.000-930.000	REPAIRS & MAINTENANCE	A CLEAN START	OFFICE CLEANING	192148	06/01/17	6.25	67891
591-175.000-930.000	REPAIRS & MAINTENANCE	A CLEAN START	OFFICE CLEANING	192148	06/01/17	31.25	67891
591-544.000-930.000	REPAIRS & MAINTENANCE	A CLEAN START	OFFICE CLEANING	192148	06/01/17	6.25	67891
Total For Check 67891						150.00	
Check 67892							
591-175.000-801.000	CONTRACTUAL SERVICES	ADT SECURITY SERVICES	WTP - ALARM SYSTEM	624433015	06/01/17	167.43	67892
Total For Check 67892						167.43	
Check 67893							
582-546.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND B	SUPPLIES TO REPLACE FANS IN SUBSTA	17INV023298	06/01/17	5.82	67893
582-546.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND B	SUPPLIES TO REPLACE FANS IN SUBSTA	17INV023298	06/01/17	2.41	67893
582-546.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND B	SUPPLIES TO REPLACE FANS IN SUBSTA	17INV023298	06/01/17	6.27	67893
582-546.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND B	SUPPLIES TO REPLACE FANS IN SUBSTA	17INV023298	06/01/17	3.19	67893
582-546.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND B	SUPPLIES TO REPLACE FANS IN SUBSTA	17INV023298	06/01/17	0.91	67893
582-546.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND B	SUPPLIES TO REPLACE FANS IN SUBSTA	17INV023298	06/01/17	19.97	67893
Total For Check 67893						38.57	
Check 67894							
582-175.000-905.000	PUBLISHING / NOTICES	APOGEE INTERACTIVE, I	HOME ENERGY ADVISOR ANNUAL SUBSCRI	105715	06/01/17	2,987.50	67894
590-175.000-905.000	PUBLISHING / NOTICES	APOGEE INTERACTIVE, I	HOME ENERGY ADVISOR ANNUAL SUBSCRI	105715	06/01/17	1,493.75	67894
591-175.000-905.000	PUBLISHING / NOTICES	APOGEE INTERACTIVE, I	HOME ENERGY ADVISOR ANNUAL SUBSCRI	105715	06/01/17	1,493.75	67894
Total For Check 67894						5,975.00	
Check 67895							
582-543.000-925.000	TELEPHONE	AT&T	PP - GAS METER	517439120405	06/01/17	106.21	67895
582-543.000-925.000	TELEPHONE	AT&T	CENTREX LINES	517437098605	06/01/17	50.48	67895
582-543.000-925.000	TELEPHONE	AT&T	CENTREX LINES	517437098605	06/01/17	50.48	67895
590-175.000-925.000	TELEPHONE	AT&T	CENTREX LINES	517437098605	06/01/17	50.48	67895
590-547.000-925.000	TELEPHONE	AT&T	CENTREX LINES	517437098605	06/01/17	25.26	67895
591-175.000-925.000	TELEPHONE	AT&T	CENTREX LINES	517437098605	06/01/17	50.48	67895
591-545.000-925.000	TELEPHONE	AT&T	CENTREX LINES	517437098605	06/01/17	25.26	67895
Total For Check 67895						358.65	
Check 67896							
582-546.000-930.000	REPAIRS & MAINTENANCE	CEM SUPPLY, INC	COOLING FAN MOTORS FOR POWER PLANT	81014/1	06/01/17	544.00	67896
582-546.000-930.000	REPAIRS & MAINTENANCE	CEM SUPPLY, INC	COOLING FAN MOTORS FOR POWER PLANT	81014/1	06/01/17	12.00	67896
Total For Check 67896						556.00	
Check 67897							
582-175.000-925.000	TELEPHONE	CENTURYLINK	LONG DISTANCE	1409516007	06/01/17	26.28	67897
590-175.000-925.000	TELEPHONE	CENTURYLINK	LONG DISTANCE	1409516007	06/01/17	13.15	67897
591-175.000-925.000	TELEPHONE	CENTURYLINK	LONG DISTANCE	1409516007	06/01/17	13.14	67897
Total For Check 67897						52.57	
Check 67898							
582-175.000-930.000	REPAIRS & MAINTENANCE	CINTAS CORPORATION	MATS, RUGS & TOWELS	306629836	06/01/17	110.12	67898
582-175.000-930.000	REPAIRS & MAINTENANCE	CINTAS CORPORATION	MATS, RUGS & TOWELS	306627025	06/01/17	110.12	67898
582-543.000-726.000	SUPPLIES	CINTAS CORPORATION	RUGS	306629837	06/01/17	88.04	67898
582-543.000-726.000	SUPPLIES	CINTAS CORPORATION	RUGS	306627026	06/01/17	73.04	67898
582-544.000-726.800	SUPPLIES - OPERATIONS	CINTAS CORPORATION	MATS, RUGS & TOWELS	306629836	06/01/17	110.12	67898
582-544.000-726.800	SUPPLIES - OPERATIONS	CINTAS CORPORATION	MATS, RUGS & TOWELS	306627025	06/01/17	110.12	67898

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Check 67898							
590-175.000-930.000	REPAIRS & MAINTENANCE	CINTAS CORPORATION	MATS, RUGS & TOWELS	306629836	06/01/17	55.07	67898
590-175.000-930.000	REPAIRS & MAINTENANCE	CINTAS CORPORATION	MATS, RUGS & TOWELS	306627025	06/01/17	55.07	67898
590-546.000-726.800	SUPPLIES - OPERATIONS	CINTAS CORPORATION	MATS, RUGS & TOWELS	306629836	06/01/17	55.07	67898
590-546.000-726.800	SUPPLIES - OPERATIONS	CINTAS CORPORATION	MATS, RUGS & TOWELS	306627025	06/01/17	55.07	67898
591-175.000-930.000	REPAIRS & MAINTENANCE	CINTAS CORPORATION	MATS, RUGS & TOWELS	306629836	06/01/17	55.06	67898
591-175.000-930.000	REPAIRS & MAINTENANCE	CINTAS CORPORATION	MATS, RUGS & TOWELS	306627025	06/01/17	55.06	67898
591-544.000-726.800	SUPPLIES - OPERATIONS	CINTAS CORPORATION	MATS, RUGS & TOWELS	306629836	06/01/17	55.07	67898
591-544.000-726.800	SUPPLIES - OPERATIONS	CINTAS CORPORATION	MATS, RUGS & TOWELS	306627025	06/01/17	55.07	67898
Total For Check 67898						1,042.10	
Check 67899							
582-544.000-726.800	SUPPLIES - OPERATIONS	CINTAS CORPORATION	FIRST AID KIT	5008010957	06/01/17	64.13	67899
590-546.000-726.800	SUPPLIES - OPERATIONS	CINTAS CORPORATION	FIRST AID KIT	5008010957	06/01/17	32.06	67899
591-544.000-726.800	SUPPLIES - OPERATIONS	CINTAS CORPORATION	FIRST AID KIT	5008010957	06/01/17	32.08	67899
Total For Check 67899						128.27	
Check 67900							
582-175.000-726.200	OFFICE SUPPLIES	CURRENT OFFICE SOLUTI	OFFICE SUPPLIES	586989-00	06/01/17	5.00	67900
582-175.000-726.200	OFFICE SUPPLIES	CURRENT OFFICE SOLUTI	LEASE/COPIES	286353	06/01/17	133.58	67900
590-175.000-726.200	OFFICE SUPPLIES	CURRENT OFFICE SOLUTI	OFFICE SUPPLIES	586989-00	06/01/17	2.50	67900
590-175.000-726.200	OFFICE SUPPLIES	CURRENT OFFICE SOLUTI	LEASE/COPIES	286353	06/01/17	66.79	67900
591-175.000-726.200	OFFICE SUPPLIES	CURRENT OFFICE SOLUTI	OFFICE SUPPLIES	586989-00	06/01/17	2.50	67900
591-175.000-726.200	OFFICE SUPPLIES	CURRENT OFFICE SOLUTI	LEASE/COPIES	286353	06/01/17	66.79	67900
Total For Check 67900						277.16	
Check 67901							
582-175.000-801.200	COMPUTER	DOBERMAN TECHNOLOGIES	JUNE SUPPORT	CW-6213	06/01/17	2,960.00	67901
590-175.000-801.200	COMPUTER	DOBERMAN TECHNOLOGIES	JUNE SUPPORT	CW-6213	06/01/17	1,480.00	67901
591-175.000-801.200	COMPUTER	DOBERMAN TECHNOLOGIES	JUNE SUPPORT	CW-6213	06/01/17	1,480.00	67901
Total For Check 67901						5,920.00	
Check 67902							
591-544.000-930.000	REPAIRS & MAINTENANCE	DUBOIS TRUCKING AND E	TOPSOIL, SAND	QB998	06/01/17	44.00	67902
591-544.000-930.000	REPAIRS & MAINTENANCE	DUBOIS TRUCKING AND E	TOPSOIL, SAND	QB998	06/01/17	23.00	67902
591-544.000-930.000	REPAIRS & MAINTENANCE	DUBOIS TRUCKING AND E	TOPSOIL, SAND	QB998	06/01/17	44.00	67902
Total For Check 67902						111.00	
Check 67903							
591-545.000-727.400	SUPPLIES - PHOSPHATE	ENVIRONMENTAL MANAGEM	DRUMS CARUS 8700, PAIL CARUS 1100	16364	06/01/17	3,902.80	67903
591-545.000-955.000	MISCELLANEOUS	ENVIRONMENTAL MANAGEM	DRUMS CARUS 8700, PAIL CARUS 1100	16364	06/01/17	63.75	67903
Total For Check 67903						3,966.55	
Check 67904							
591-544.000-930.000	REPAIRS & MAINTENANCE	ETNA	AFC PACER HYDRANT LOWER ROD	S102175246.001	06/01/17	380.00	67904
Total For Check 67904						380.00	
Check 67905							
582-543.000-726.000	SUPPLIES	FAMILY FARM & HOME	SUPPLIES AT POWER PLANT	A25423	06/01/17	4.49	67905
582-543.000-726.000	SUPPLIES	FAMILY FARM & HOME	SUPPLIES AT POWER PLANT	A25423	06/01/17	3.49	67905
582-543.000-726.000	SUPPLIES	FAMILY FARM & HOME	SUPPLIES AT POWER PLANT	A25423	06/01/17	2.99	67905
582-543.000-726.000	SUPPLIES	FAMILY FARM & HOME	SUPPLIES AT POWER PLANT	A25423	06/01/17	9.99	67905
582-543.000-726.000	SUPPLIES	FAMILY FARM & HOME	SUPPLIES AT POWER PLANT	A25423	06/01/17	2.97	67905
582-543.000-726.000	SUPPLIES	FAMILY FARM & HOME	SUPPLIES AT POWER PLANT	A25423	06/01/17	7.18	67905
590-547.000-930.000	REPAIRS & MAINTENANCE	FAMILY FARM & HOME	HEX KEY SET	A24028	06/01/17	14.99	67905

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Check 67905							
Total For Check 67905						46.10	
Check 67906							
582-175.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	NEW FLAG FOR OFFICE POLE	C241639	06/01/17	38.99	67906
582-543.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	ENGINE COOLING WATER	C237648	06/01/17	9.39	67906
582-543.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	ENGINE COOLING WATER	C237648	06/01/17	10.59	67906
582-543.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	ENGINE COOLING WATER	C237648	06/01/17	31.92	67906
582-543.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	ENGINE COOLING WATER	C237648	06/01/17	5.99	67906
590-546.000-730.039	BPU VEHICLE MAINT/SUPPLI	GELZER & SON INC	PAINT & EQUIP, BOOSTER CABLES, CLI	A144090	06/01/17	27.99	67906
590-547.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	PAINT & EQUIP, BOOSTER CABLES, CLI	A144090	06/01/17	2.37	67906
590-547.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	PAINT & EQUIP, BOOSTER CABLES, CLI	A144090	06/01/17	9.99	67906
590-547.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	PAINT & EQUIP, BOOSTER CABLES, CLI	A144090	06/01/17	38.49	67906
590-547.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	PAINT & EQUIP, BOOSTER CABLES, CLI	A144090	06/01/17	44.49	67906
590-547.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	PAINT & EQUIP, BOOSTER CABLES, CLI	A144090	06/01/17	0.79	67906
591-544.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC	PAINT & EQUIP, BOOSTER CABLES, CLI	A144090	06/01/17	16.49	67906
Total For Check 67906						237.49	
Check 67907							
582-000.000-123.000	PREPAID EXPENSES	HARRIS COMPUTER SYSTE	MAINTENANCE SUPPORT	MN00100846	06/01/17	3,120.40	67907
582-000.000-123.000	PREPAID EXPENSES	HARRIS COMPUTER SYSTE	CREDIT	RTN000000000206	06/01/17	(682.50)	67907
590-000.000-123.000	PREPAID EXPENSES	HARRIS COMPUTER SYSTE	CREDIT	RTN000000000206	06/01/17	(341.25)	67907
591-000.000-123.000	PREPAID EXPENSES	HARRIS COMPUTER SYSTE	CREDIT	RTN000000000206	06/01/17	(341.25)	67907
591-175.000-905.000	PUBLISHING / NOTICES	HARRIS COMPUTER SYSTE	MAINTENANCE SUPPORT	MN00100846	06/01/17	1,560.20	67907
591-175.000-905.000	PUBLISHING / NOTICES	HARRIS COMPUTER SYSTE	MAINTENANCE SUPPORT	MN00100846	06/01/17	1,560.21	67907
Total For Check 67907						4,875.81	
Check 67908							
591-544.000-801.000	CONTRACTUAL SERVICES	HYDROCORP	MONTHLY CROSS CONNECTION CONTROL P	004320-IN	06/01/17	1,333.00	67908
Total For Check 67908						1,333.00	
Check 67909							
590-547.000-930.000	REPAIRS & MAINTENANCE	JONESVILLE LUMBER	STEEL, SCREWS FOR WWTP RAMP REPAIR	760429	06/01/17	28.00	67909
590-547.000-930.000	REPAIRS & MAINTENANCE	JONESVILLE LUMBER	STEEL, SCREWS FOR WWTP RAMP REPAIR	760429	06/01/17	26.00	67909
590-547.000-930.000	REPAIRS & MAINTENANCE	JONESVILLE LUMBER	STEEL, SCREWS FOR WWTP RAMP REPAIR	760429	06/01/17	111.00	67909
590-547.000-930.000	REPAIRS & MAINTENANCE	JONESVILLE LUMBER	STEEL, SCREWS FOR WWTP RAMP REPAIR	760429	06/01/17	16.00	67909
Total For Check 67909						181.00	
Check 67910							
591-545.000-955.000	MISCELLANEOUS	MARKET HOUSE	LAB SUPPLIES WTP	105926	06/01/17	8.97	67910
591-545.000-955.000	MISCELLANEOUS	MARKET HOUSE	LAB SUPPLIES WTP	105926	06/01/17	6.58	67910
Total For Check 67910						15.55	
Check 67911							
590-547.000-801.000	CONTRACTUAL SERVICES	MERIT LABORATORIES	BEF COMPLIANCE, IPP MONTHLY	81066	06/01/17	332.50	67911
590-547.000-801.000	CONTRACTUAL SERVICES	MERIT LABORATORIES	BEF COMPLIANCE, IPP MONTHLY	81066	06/01/17	1,130.00	67911
590-547.000-801.000	CONTRACTUAL SERVICES	MERIT LABORATORIES	BEF COMPLIANCE, IPP MONTHLY	81066	06/01/17	401.25	67911
Total For Check 67911						1,863.75	
Check 67912							
582-000.000-123.000	PREPAID EXPENSES	MMEA	MMEA GENERAL MEMBERSHIP MEETING	1295	06/01/17	12.50	67912
590-000.000-123.000	PREPAID EXPENSES	MMEA	MMEA GENERAL MEMBERSHIP MEETING	1295	06/01/17	6.25	67912
591-000.000-123.000	PREPAID EXPENSES	MMEA	MMEA GENERAL MEMBERSHIP MEETING	1295	06/01/17	6.25	67912
Total For Check 67912						25.00	
Check 67913							

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Check 67913							
590-547.000-726.900	SUPPLIES - LABORATORY	NORTH CENTRAL LABORAT	LABORATORY SUPPLIES	390093	06/01/17	59.70	67913
590-547.000-726.900	SUPPLIES - LABORATORY	NORTH CENTRAL LABORAT	LABORATORY SUPPLIES	390093	06/01/17	13.37	67913
						73.07	
Check 67914							
582-544.000-730.000	VEH./EQUIP. MAINT. SUPPL	PARNEY'S CAR CARE	MAINTENANCE ON 39-55	61011	06/01/17	46.45	67914
						46.45	
Check 67915							
582-175.000-801.000	CONTRACTUAL SERVICES	PLANT MORAN, PLLC	PROFESSIONAL SERVICES	1438833	06/01/17	307.89	67915
590-175.000-801.000	CONTRACTUAL SERVICES	PLANT MORAN, PLLC	PROFESSIONAL SERVICES	1438833	06/01/17	1,382.54	67915
591-175.000-801.000	CONTRACTUAL SERVICES	PLANT MORAN, PLLC	PROFESSIONAL SERVICES	1438833	06/01/17	1,382.55	67915
						3,072.98	
Check 67916							
582-175.000-801.200	COMPUTER	POINT & PAY	3 CARD READERS	2192	06/01/17	75.00	67916
590-175.000-801.200	COMPUTER	POINT & PAY	3 CARD READERS	2192	06/01/17	37.50	67916
591-175.000-801.200	COMPUTER	POINT & PAY	3 CARD READERS	2192	06/01/17	37.50	67916
						150.00	
Check 67917							
582-000.000-110.000	INVENTORY	POWERLINE SUPPLY	INVENTORY	56144966	06/01/17	62.16	67917
582-000.000-110.000	INVENTORY	POWERLINE SUPPLY	INVENTORY	56144968	06/01/17	61.99	67917
582-544.000-801.000-1	CONTRACTUAL SERVICES	POWERLINE SUPPLY	INVENTORY 46KV	56144967	06/01/17	294.00	67917
582-544.000-801.000-1	CONTRACTUAL SERVICES	POWERLINE SUPPLY	INVENTORY FOR 46KV	56144964	06/01/17	4,948.00	67917
						5,366.15	
Check 67918							
582-175.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	INSURANCE PREMIUMS	171350000975	06/01/17	4,543.87	67918
582-544.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	INSURANCE PREMIUMS	171350000975	06/01/17	6,553.65	67918
590-175.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	INSURANCE PREMIUMS	171350000975	06/01/17	2,271.93	67918
590-546.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	INSURANCE PREMIUMS	171350000975	06/01/17	2,499.12	67918
590-547.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	INSURANCE PREMIUMS	171350000975	06/01/17	1,345.68	67918
591-175.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	INSURANCE PREMIUMS	171350000975	06/01/17	2,271.93	67918
591-543.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	INSURANCE PREMIUMS	171350000975	06/01/17	550.50	67918
591-544.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	INSURANCE PREMIUMS	171350000975	06/01/17	2,202.02	67918
591-545.000-715.000	HEALTH AND LIFE INSURANC	PRIORITY HEALTH	INSURANCE PREMIUMS	171350000975	06/01/17	917.51	67918
						23,156.21	
Check 67919							
582-175.000-726.200	OFFICE SUPPLIES	RUPERT'S CULLIGAN	WATER - OFFICE	184553	06/01/17	12.00	67919
590-175.000-726.200	OFFICE SUPPLIES	RUPERT'S CULLIGAN	WATER - OFFICE	184553	06/01/17	6.00	67919
591-175.000-726.200	OFFICE SUPPLIES	RUPERT'S CULLIGAN	WATER - OFFICE	184553	06/01/17	6.00	67919
						24.00	
Check 67920							
582-543.000-801.000	CONTRACTUAL SERVICES	RYAN & BRADSHAW	CSD-1 INSPECTION ON BOILER	3761H	06/01/17	200.00	67920
590-546.000-955.000	MISCELLANEOUS	RYAN & BRADSHAW	LATERAL CLEANING AT 30 ARMSTRONG S	3886P	06/01/17	172.50	67920
						372.50	
Check 67921							
591-544.000-930.000	REPAIRS & MAINTENANCE	SPRINGVALLEY TRUCKING	PEASTONE	5002	06/01/17	473.48	67921
						473.48	
Check 67922							

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 67922							
582-000.000-158.000	CONSTRUCTION WORK IN PRO	SSOE	RATE STUDY	1713330	06/01/17	992.52	67922
						<u>992.52</u>	
Total For Check 67922						992.52	
Check 67923							
590-175.000-730.039	BPU VEHICLE MAINT/SUPPLI	STILLWELL FORD MERCUR	REPAIRS TO DUMP TRUCKS	585760	06/01/17	577.95	67923
591-175.000-730.039	BPU VEHICLE MAINT/SUPPLI	STILLWELL FORD MERCUR	REPAIRS TO DUMP TRUCKS	585760	06/01/17	519.15	67923
						<u>1,097.10</u>	
Total For Check 67923						1,097.10	
Check 67924							
582-543.000-801.000	CONTRACTUAL SERVICES	SUPERIOR INDUSTRIAL S	MAINTENANCE ON STAND BY GENERATOR	423300	06/01/17	465.00	67924
						<u>465.00</u>	
Total For Check 67924						465.00	
Check 67925							
590-547.000-726.900	SUPPLIES - LABORATORY	USABLUEBOOK	LAB SUPPLIES	260374	06/01/17	92.72	67925
590-547.000-726.900	SUPPLIES - LABORATORY	USABLUEBOOK	LAB SUPPLIES	260374	06/01/17	16.94	67925
590-547.000-930.000	REPAIRS & MAINTENANCE	USABLUEBOOK	BLIND FLANGES FOR OLD DIGESTER BAS	240254	06/01/17	239.85	67925
590-547.000-930.000	REPAIRS & MAINTENANCE	USABLUEBOOK	BLIND FLANGES FOR OLD DIGESTER BAS	240254	06/01/17	61.95	67925
590-547.000-930.000	REPAIRS & MAINTENANCE	USABLUEBOOK	BLIND FLANGES FOR OLD DIGESTER BAS	240254	06/01/17	67.85	67925
						<u>479.31</u>	
Total For Check 67925						479.31	

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
			Fund Totals:				
			Fund 582 ELECTRIC FUND			28,795.71	
			Fund 590 SEWER FUND			14,116.23	
			Fund 591 WATER FUND			20,557.83	
			Total For All Funds:			<hr/>	63,469.77

CITY COUNCIL MINUTES

City of Hillsdale

June 5, 2017

7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Scott Sessions opened the meeting with the Pledge of Allegiance.

Roll Call

Mayor Scott Sessions called the meeting to order.

Council Members present: Scott M. Sessions, Mayor
 Adam Stockford, Ward 1
 Timothy Dixon, Ward 2
 William Morrissey, Ward 2
 Bruce Sharp, Ward 3
 William Zeiser, Ward 3
 Matthew Bell, Ward 4

Council Members absent: Brian Watkins, Ward 1
 Patrick Flannery, Ward 4

Also present were: City Manager David Mackie, City Clerk Stephen M. French, City Attorney John Lovinger, Bonnie Tew (Finance), Jake Hammel (DPS), Mike Barber (BPU), Chris McArthur (BPU), Mark Hawkins (HCFD), Dustin Sims (HCPD), Alan Beeker (Zoning), Corey Murray (Hillsdale Daily News), Jason Walters (Patriot Aviation), Kelly LoPresto (Grants), Shawn Urban, Joseph Hendee, Dennis Wainscott, Shawnae Urban, Lon King, James Galloway, Penny Swan, and Ray Briner.

Council Member Excused

Mayor Sessions reported Council Member Flannery and Council Member Watkins would not be at the meeting due to work obligations.

Council Member Bell, seconded by Council Member Dixon, moved to excuse the absence of Council Member Flannery and Council Member Watkins from the meeting. By a voice vote, the motion passed unanimously.

Approval of Agenda

City Manager Mackie requested New Business – Item A (City Manager Annual Review) be removed from the meeting agenda.

Council Member Dixon, seconded by Council Member Sharp, moved to amend the agenda as recommended by City Manager Mackie.

Prior to a vote on the motion, Council Member Bell requested an explanation for the proposed change to the agenda.

Mayor Sessions noted two members of the Operations and Governance Committee were not in attendance at the meeting and City Manager Mackie had requested his evaluation be conducted in Closed Session.

A voice vote was called. After the determination of a voice vote was unclear, a roll call was requested on the motion.

Roll call:	Council Member Bell	No
	Council Member Dixon	Aye
	Council Member Morrissey	No
	Council Member Sharp	Aye
	Council Member Stockford	No
	Council Member Zeiser	No
	Mayor Sessions	Aye

Motion failed 3-4.

City Attorney Lovinger reviewed the provisions of the Open Meetings Act that permitted an employee's evaluation to be discussed in Closed Session.

Council Member Dixon, seconded by Council Member Bell, moved to approve the June 5, 2017 agenda as presented. By a voice vote, the motion carried unanimously.

Public Comment

Ms. Shawnae Urban, 163 N. Manning Street, objected to the proposed 5% pay raise for the City Manager due to the poor financial condition of the city. Ms. Urban stated City Manager Mackie had done a great job as city manager for the city and deserved a raise; however, the city had yet to fill vacant police officer and firefighter positions, and had not begun to maintain or replace city streets.

Mr. Lon King, 18 Foxtail Lane, voiced support for the proposed pay raise for City Manager Mackie and submitted a letter of support in regards to the subject. Mr. King noted the many improvements that had been implemented under City Manager Mackie's leadership and voiced concern that the City Manager may leave for another position if not fairly compensated. Mr. King stated that many

of the problems raised by critics of the pay raise were not problems attributed to City Manager Mackie, but were long-standing problems of the City of Hillsdale as a whole.

Mr. Dennis Wainscott, 34 Garden Street, stated City Manager Mackie had done a great job for the City of Hillsdale and questioned if the city could afford the proposed pay raise. Mr. Wainscott stated the citizens had entrusted City Council to make these types of decisions.

Ms. Penny Swan, 192 S. West Street, objected to the proposed 5% pay raise for City Manager Mackie and instead, encouraged Council to approve a one-time bonus or merit payment. Ms. Swan commended the job performance of City Manager Mackie, but noted the poor financial condition of the city could not justify an increase in salary.

Mr. Jason Walters discussed the positive direction, momentum, and community spirit of the City of Hillsdale that have been improved over the past two years.

Mr. Joseph Hendee, 181 Rea Street, objected to the pay raise recommendation of the Operations and Governance Committee. Mr. Hendee stated the city had been unable to maintain its infrastructure, which caused the roads, airport, and infrastructure to fall into disrepair. Mr. Hendee stated grant funds should be directed to the average, Hillsdale residents and not to a select few, such as Hillsdale College and the Hillsdale Airport.

Consent Agenda

- A. Approval of Bills
 - 1. City Claims of May 19, 2017: \$56,491.72
 - 2. BPU Claims of May 19, 2017: \$167,777.83
 - 3. Payroll of May 18, 2017: \$143,758.33
Payroll of June 1, 2017: \$155,618.29
- B. City Council Minutes of May 15, 2017 Regular Meeting
- C. April 2017 Financial Reports
- D. First Quarter Report – Hillsdale Police Department
- E. Operations & Governance Committee Meeting Minutes of May 11, 2017
- F. TIFA Façade Grant Committee Meeting Minutes of May 11, 2017
- G. Tax Increment Financing Authority (TIFA) of March 21, 2017
- H. TIFA – Targeted Development Meeting Minutes of April 25, 2017 and May 9, 2017
- I. Planning Commission Meeting Minutes of March 21, 2017 and April 17, 2017
- J. Mrs. Stock’s Park Use Agreement with Mr. Kraig Putnam
- K. Approval of July 3, 2017 Fireworks Display
- L. Approval of Hillsdale County Great American Parade

Council Member Morrissey, seconded by Council Member Dixon, moved to approve the Consent Agenda as presented.

Roll call:	Council Member Bell	Aye
	Council Member Dixon	Aye

Council Member Morrissey	Aye
Council Member Sharp	Aye
Council Member Stockford	Aye
Council Member Zeiser	Aye
Mayor Sessions	Aye

Motion passed 7-0.

Communications/Petitions

A. Michigan Unemployment Report by Counties

Mayor Sessions noted the “Michigan Unemployment Report by Counties” report had been included in the meeting packet for reference.

B. Sewage Effluent Discharge Information Release

City Manager Mackie referenced a copy of the information release that referenced the sewage effluent discharge on May 21, 2017. City Manager Mackie stated the City of Hillsdale had contacted the City of Jonesville RiverFest Committee to apologize for the effect of the discharge on their community event, and Jonesville City Manager Jeff Gray had responded and accepted that apology.

BPU Director Barber, responding to a question from Council Member Bell, stated the new generators for the wastewater treatment facility would be delivered within the next two weeks, and would be installed and operational in late August or early September 2017.

Introduction and Adoption of Ordinance/Public Hearing

There were no ordinances or public hearings on the meeting agenda.

Unfinished Business

A. Resolution 3310: Budget Adoption for FY2018

City Manager Mackie provided several highlights of the FY2018 proposed budget, including:

1. The planning for the process began in January 2017 with the development of budget priorities with the City Council, including Resolution No. 3302, which outlined the need for streets repairs and improvements, in addition to sufficient funding public safety and public services.
2. Separate, public meetings were held with Council and department heads to review budget proposals and to discuss the city’s budget priorities.

3. The FY2018 budget established a minimum fund balance of 15%.
4. The budget included the addition of a 3.0 mill sinking fund to be used for the debt payments of street improvements and repair. The sinking fund was the recommendation of the Funding Alternatives Identification & Recommendation (F.A.I.R.) Committee membership, who had met to discuss road funding options.
5. A total of \$967,000 was included for road construction and \$200,000 for road maintenance.
6. The city was hopeful to receive a \$2,000,000 grant for the Garden-Vine-Mead-Rippon Streets Project from the State of Michigan's Infrastructure Capacity Enhancement (I.C.E.) Grant program.
7. The budget included the purchase of a new fire engine, funded through the Cemetery Perpetual Care Fund.
8. The personnel changes reducing the number of full-time firefighters had been endorsed by the career firefighters and resulted in budgetary savings to the city.
9. The FY2018 maintained existing service levels as previous years.
10. Many community groups, such as the Kiwanis, Exchange Club, and Rotary Club all continued to work closely with the city staff to help facilitate improvements to city parks and public spaces.
11. Code enforcement would continue to monitor blighted properties and to obtain grant funding to raze structures, when necessary.
11. Funding was included to help support the expansion planned for Paragon Metals. City Manager Mackie stated the project would include \$20.0 million in improvements and create 50 new jobs.
12. The budget allocated funding for a 2% wage increase for non-union personnel, a similar increase than what had been included in the union agreements approved by Council earlier in the fiscal year.

Council Member Bell opposed the establishment of a 3.0 mill sinking fund for road improvements, as the tax increase would be imposed by Council without having the approval of the citizens.

City Attorney Lovinger noted the City Charter required Council to approve the fiscal year budget at the current meeting. Attorney Lovinger also indicated the expense budget had been based on revenue generated from the sinking fund, so that if Council Members were to deny the sinking fund recommendation, the expense budget would have to be reduced by approximately \$367,000.

Council Member Sharp noted the public had stated the highest priority for the city was the improvement and maintenance of city streets. Council Member Sharp stated the tax increase was vital to economic development of the city.

City Manager Mackie stated the level of cuts to city services to make up for the loss of sinking fund revenue would include elimination or reduction of recreation programs, Dial-a-Ride, leaf collection, public safety, and the like. City Manager Mackie stated most residents would pay less property taxes in 2017 than what was paid in 2008 due to the devaluation of property values in the city.

Council Member Stockford stated City Manager Mackie had done what had been asked of him in regards to developing the proposed FY2018 budget. Council Member Stockford stated he was against increasing taxes without having a vote of the people and encouraged the Council to present a

ballot question to the voters for a specified street improvement fund.
City Manager Mackie stated the funding for street improvements would be delayed for 1-2 years if Council elected to schedule a special election to determine support for a tax increase.

Council Member Stockford noted his vote at the FAIR Committee was to support the motion that the millage recommendation be presented to Council, and should not have been viewed as support for the actual millage proposal.

Resolution 3310: Budget Adoption for FY2018

Council Member Dixon, seconded by Council Member Morrissey, moved to adopt Resolution 3310: Budget Adoption for FY2018 as presented.

Roll call:	Council Member Bell	No
	Council Member Dixon	Aye
	Council Member Morrissey	Aye
	Council Member Sharp	Aye
	Council Member Stockford	No
	Council Member Zeiser	No
	Mayor Sessions	Aye

Motion passed 4-3.

Resolution 3311: Millage Levy for FY2018

Council Member Bell moved to remove the third paragraph from the resolution and create a new resolution that referenced only the sinking fund millage. The motion died for lack of support

Council Member Dixon discussed the many complaints Council had received about the condition of city streets and the need for the city to fund the necessary improvements. Council Member Dixon stated the only way to fund those necessary improvements was by increasing revenue and not by reducing the city's existing expenditures.

Council Member Sharp discussed the millage that had been approved by the voters in the City of Jonesville and the excellent condition of the streets in that city. Council Member Sharp stated it was vital for the city to improve the streets for economic development.

Council Member Zeiser stated the resolution was not clear that the sinking fund revenue would be dedicated only to the city street program. Council Member Zeiser also stated the tax increase should have been presented to the people instead of being arbitrarily enacted by Council.

Council Member Bell indicated there were other alternatives to fund road repairs other than by raising taxes.

Council Member Zeiser noted the Council may have to change its approach during the budget work sessions and to increase public participation during the development of the budget.

Council Member Morrissey encouraged the city to create a specified page on the website to provide city residents with specific information on road funding and the upcoming schedule of road repairs.

Council Member Dixon noted the disrepair of the city streets and discussed how over 20 miles of roadway required total reconstruction at an approximate cost of \$1.0 million per mile.

City Manager Mackie noted the sinking fund required annual approval by Council and in the future, Council could approve to submit a funding question to the voters, or terminate the use of a sinking fund.

Council Member Dixon, seconded by Council Member Sharp, moved to adopt Resolution 3311: Millage Levy for FY2018.

Roll call:	Council Member Bell	No
	Council Member Dixon	Aye
	Council Member Morrissey	Aye
	Council Member Sharp	Aye
	Council Member Stockford	No
	Council Member Zeiser	No
	Mayor Sessions	Aye

Motion passed 4-3.

Old Business

There was no Old Business on the meeting agenda.

New Business

A. Operations & Governance Committee Report – City Manager Annual Review

Council Member Dixon, seconded by Council Member Sharp, moved to enter into Closed Session under Section 8(e) of the Michigan Open Meetings Act, at the request of the City Manager, to conduct a periodic evaluation of the City Manager as set forth by the Operations and Governance Committee report.

Roll call:	Council Member Bell	Aye
	Council Member Dixon	Aye
	Council Member Morrissey	Aye
	Council Member Sharp	Aye

Council Member Stockford	No
Council Member Zeiser	Aye
Mayor Sessions	Aye

Motion passed 6-1.

Council recessed into Closed Session at 8:30 p.m.

Council Member Bell, seconded by Council Member Zeiser, moved to reconvene the meeting into Open Session. By a voice vote, the motion passed unanimously.

Council reconvened into Open Session at 9:20 p.m.

Council Member Dixon, seconded by Council Member Stockford, moved to approve the Operations & Governance Committee Report and salary recommendation concerning the City Manager's Annual Review as submitted.

Council Member Stockford rescinded his second of the motion.

Council Member Bell seconded the motion offered by Council Member Dixon.

Roll call:	Council Member Bell	No
	Council Member Dixon	Aye
	Council Member Morrissey	No
	Council Member Sharp	No
	Council Member Stockford	No
	Council Member Zeiser	No
	Mayor Sessions	Aye

Motion failed by a vote of 2-5.

Council Member Bell, seconded by Council Member Sharp, moved to refer the item back to the Operations & Governance Committee with special instructions to look into a bonus structure payment to City Manager Mackie for the current year only, with a specific preclusion that the committee not discuss a percentage salary raise.

Roll call:	Council Member Bell	Aye
	Council Member Dixon	Aye
	Council Member Morrissey	Aye
	Council Member Sharp	Aye
	Council Member Stockford	Aye
	Council Member Zeiser	Aye
	Mayor Sessions	No

Motion passed by a vote of 6-1.

B. Lot division approval request - 74 & 76 East Sharp Street

Council Member Morrissey, seconded by Council Member Dixon, moved to approve a Land Division application from Mr. Ryan Tracy, 74 East Sharp Street, with the condition that the split property be combined with an adjacent parcel as proposed.

Roll call:	Council Member Bell	Aye
	Council Member Dixon	Aye
	Council Member Morrissey	Aye
	Council Member Sharp	Aye
	Council Member Stockford	Aye
	Council Member Zeiser	Aye
	Mayor Sessions	Aye

Motion passed by a vote of 7-0.

C. Repainting and Maintenance to South Street Water Tower

BPU Director Barber provided a review of the contract to repaint and maintain the South Street water tower, which had been recommended by the BPU Board at their previous meeting. Mr. Barber stated the project was included in the FY2018 budget; however, the approval prior to July 1st would allow the contractor to schedule the project and would lock-in the project costs.

Responding to a question from Council Member Bell, Director Barber stated the BPU had not received any proposals or requests to include a city slogan, such as "It's the People", to the water tower.

Council Member Sharp, seconded by Council Member Bell, moved to approve a contract with Seven Brothers Painting, Inc. in the bid amount of \$266,400 for the repainting and maintenance to South Street Water Tower; and, to approve a contract with Dixon Engineering in the amount of \$23,500 to provide project management and inspection services for the project.

Roll call:	Council Member Bell	Aye
	Council Member Dixon	Aye
	Council Member Morrissey	Aye
	Council Member Sharp	Aye
	Council Member Stockford	Aye
	Council Member Zeiser	Aye
	Mayor Sessions	Aye

Motion passed by a vote of 7-0.

D. Draft Telecommunications Tower Ordinance – Discussion

City Manager Mackie referenced a draft telecommunications tower ordinance that had been presented by Council Member Watkins following the last meeting. City Manager Mackie noted the adoption process of this type of ordinance should also include the review and recommendation of the city's Planning Commission.

City Attorney Lovinger noted the proposed piece of legislation required extensive legal review prior to adoption and stated a recommended ordinance could not be completed in time for the June 19, 2017 Council Meeting.

Council Member Bell voiced opposition to the proposed ordinance.

Miscellaneous

City Manager Mackie noted the proposed members of the Brownfield Redevelopment Authority (BRA) were all current members of the Economic Development Authority. City Manager Mackie also reported the BRA had not met in several years.

Council Member Bell, seconded by Council Member Dixon, moved to appoint the following members to the Brownfield Redevelopment Authority (BRA).

1. David Loader
2. Matt Granata
3. Amanda Janes
4. Gary Wolfram
5. Mike Harner

By a voice vote, the motion passed unanimously.

City Manager's Report

City Manager Mackie:

1. A presentation by the Center for Family Health would be included on the June 19, 2017 Council Meeting agenda.
2. The June 19, 2017 Council Meeting agenda would also include several items related to the construction of the new airport apron.
3. City staff expected the pension actuarial report to be received in the next couple of weeks. City Manager Mackie stated the city anticipated that the new financial calculations would reduce the city's unfunded pension liabilities.
4. The staff from CGI Communications would be in Hillsdale next week to create and

film the new welcome videos for the city's website.

General Public Comment

City Clerk French announced the change-over to the new BS&A Software would be implemented Monday, June 19, 2017 and new credit card and re-occurring payment policies would begin on that day for the BPU customers. City Clerk French also stated credit card payments would be accepted for other charges such as permits, fines, inspections, and the like.

Mr. Joseph Hendee discussed the need for improved roads to promote business expansion in the city. Mr. Hendee also alleged the City Council violated the Open Meetings Act (OMA) by discussing the City Manager's salary increase in Closed Session.

City Attorney Lovinger stated the City Council was not in violation of the Open Meetings Act as the recommended salary increase was part of the employee review process.

Ms. Penny Swan encouraged the city to address the problems associated with the fireworks on the Fourth of July and the need to restrict the use of fireworks past a reasonable time.

Council Comments

There were no Council Comments offered.

Adjournment

Council Member Bell, seconded by Council Member Morrisey, moved to adjourn the meeting. By a voice vote, the motion passed unanimously.

The meeting adjourned at 9:43 p.m.

Scott M. Sessions, Mayor

Stephen M. French, City Clerk

Fund 101 GENERAL FUND

GL Number	Description	Balance
*** Assets ***		
101-000.000-001.000	CHECKING ACCOUNT - COMMON	225,408.22
101-000.000-001.009	CHECKING ACCOUNT - USDA GRANT FUN	30,624.27
101-000.000-004.000	CASH ON HAND	1,600.00
101-000.000-018.000	INVESTMENTS - OTHER CD'S	900,000.00
101-000.000-020.000	INVESTMENTS - MBIA/CLASS	632,366.78
101-000.000-049.000	SPECIAL ASSESSMENTS DEFERRED	73,834.00
101-000.000-084.000	DUE FROM OTHER FUNDS	3,206.36
101-000.000-084.582	DUE FROM UTILITIES DEPARTMENT	4,749.50
101-000.000-084.588	DUE FROM DIAL-A-RIDE	54,748.05
101-000.000-123.000	PREPAID EXPENSES	44,687.75
Total Assets		1,971,224.93
*** Liabilities ***		
101-000.000-202.000	ACCOUNTS PAYABLE	41,828.04
101-000.000-214.000	DUE TO OTHER FUNDS	36,318.00
101-000.000-228.003	DUE TO MMERS-RETIREMENT CONT.	6,564.46
101-000.000-228.100	DUE TO MMERS - RETIREMENT CONT. B	34,711.01
101-000.000-230.000	DUE TO OTHER UNITS OF GOVT.	(18,262.00)
101-000.000-339.443	DEFERRED REV - SPECIAL ASSMNT	73,834.00
Total Liabilities		174,993.51
*** Fund Balance ***		
101-000.000-390.000	FUND BALANCE	913,097.15
Total Fund Balance		913,097.15
Beginning Fund Balance		913,097.15
Net of Revenues VS Expenditures		883,134.27
Ending Fund Balance		1,796,231.42
Total Liabilities And Fund Balance		1,971,224.93

Fund 202 MAJOR ST./TRUNKLINE FUND

GL Number	Description	Balance
*** Assets ***		
202-000.000-001.000	CHECKING ACCOUNT - COMMON	379,407.07
Total Assets		379,407.07
*** Liabilities ***		
202-000.000-202.000	ACCOUNTS PAYABLE	2,029.22
Total Liabilities		2,029.22
*** Fund Balance ***		
202-000.000-390.000	FUND BALANCE	297,014.08
Total Fund Balance		297,014.08
Beginning Fund Balance		297,014.08
Net of Revenues VS Expenditures		80,363.77
Ending Fund Balance		377,377.85
Total Liabilities And Fund Balance		379,407.07

Fund 203 LOCAL ST. FUND

GL Number	Description	Balance
*** Assets ***		
203-000.000-001.000	CHECKING ACCOUNT - COMMON	1,033.63
Total Assets		1,033.63
*** Liabilities ***		
203-000.000-202.000	ACCOUNTS PAYABLE	1,094.75
Total Liabilities		1,094.75
*** Fund Balance ***		
203-000.000-390.000	FUND BALANCE	124,794.93
Total Fund Balance		124,794.93
Beginning Fund Balance		124,794.93
Net of Revenues VS Expenditures		(124,856.05)
Ending Fund Balance		(61.12)
Total Liabilities And Fund Balance		1,033.63

Fund 208 RECREATION FUND

GL Number	Description	Balance
*** Assets ***		
208-000.000-001.000	CHECKING ACCOUNT - COMMON	3,012.28
208-000.000-004.000	CASH ON HAND	100.00
Total Assets		3,112.28
*** Liabilities ***		
208-000.000-202.000	ACCOUNTS PAYABLE	1,164.75
Total Liabilities		1,164.75
*** Fund Balance ***		
208-000.000-390.000	FUND BALANCE	9,564.03
Total Fund Balance		9,564.03
Beginning Fund Balance		9,564.03
Net of Revenues VS Expenditures		(7,616.50)
Ending Fund Balance		1,947.53
Total Liabilities And Fund Balance		3,112.28

Fund 244 ECONOMIC DEVELOPMENT CORP FUND

GL Number	Description	Balance
*** Assets ***		
244-000.000-001.000	CHECKING ACCOUNT - COMMON	(403.00)
244-000.000-020.000	INVESTMENTS - MBIA/CLASS	150,932.44
244-000.000-130.000	LAND	172,720.95
Total Assets		323,250.39
*** Liabilities ***		
244-000.000-202.000	ACCOUNTS PAYABLE	10,000.00
Total Liabilities		10,000.00
*** Fund Balance ***		
244-000.000-390.000	FUND BALANCE	321,639.92
Total Fund Balance		321,639.92
Beginning Fund Balance		321,639.92
Net of Revenues VS Expenditures		(8,389.53)
Ending Fund Balance		313,250.39
Total Liabilities And Fund Balance		323,250.39

Fund 247 TAX INCREMENT FINANCE ATH.

GL Number	Description	Balance
*** Assets ***		
247-000.000-001.000	CHECKING ACCOUNT - COMMON	(20,216.34)
247-000.000-020.000	INVESTMENTS - MBIA/CLASS	222,640.06
247-000.000-130.000	LAND	65,000.00
247-000.000-137.000	ACCUMULATED DEPRECIATION-EQUI	(381,672.00)
247-000.000-138.000	INFRASTRUCTURE	381,672.00
Total Assets		267,423.72
*** Liabilities ***		
247-000.000-202.000	ACCOUNTS PAYABLE	10,435.33
Total Liabilities		10,435.33
*** Fund Balance ***		
247-000.000-390.000	FUND BALANCE	744,094.51
Total Fund Balance		744,094.51
Beginning Fund Balance		744,094.51
Net of Revenues VS Expenditures		(487,106.12)
Ending Fund Balance		256,988.39
Total Liabilities And Fund Balance		267,423.72

Fund 265 DRUG FORFEITURE/GRANT FUND

GL Number	Description	Balance
*** Assets ***		
265-000.000-001.000	CHECKING ACCOUNT - COMMON	3,399.33
Total Assets		3,399.33
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
265-000.000-390.000	FUND BALANCE	3,399.33
Total Fund Balance		3,399.33
Beginning Fund Balance		3,399.33
Net of Revenues VS Expenditures		0.00
Ending Fund Balance		3,399.33
Total Liabilities And Fund Balance		3,399.33

Fund 271 LIBRARY FUND

GL Number	Description	Balance
*** Assets ***		
271-000.000-001.000	CHECKING ACCOUNT - COMMON	(17,172.60)
271-000.000-001.008	CHECKING ACCOUNT - LITERACY	1.88
271-000.000-004.000	CASH ON HAND	50.00
271-000.000-020.000	INVESTMENTS - MBIA/CLASS	252,115.33
271-000.000-084.000	DUE FROM OTHER FUNDS	1.29
Total Assets		234,995.90
*** Liabilities ***		
271-000.000-202.000	ACCOUNTS PAYABLE	3,268.74
Total Liabilities		3,268.74
*** Fund Balance ***		
271-000.000-390.000	FUND BALANCE	200,415.29
Total Fund Balance		200,415.29
Beginning Fund Balance		200,415.29
Net of Revenues VS Expenditures		31,311.87
Ending Fund Balance		231,727.16
Total Liabilities And Fund Balance		234,995.90

Fund 274 POLICE - OWI ENFORCEMENT

GL Number	Description	Balance
*** Assets ***		
274-000.000-001.000	CHECKING ACCOUNT - COMMON	8,262.40
Total Assets		8,262.40
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
274-000.000-390.000	FUND BALANCE	10,266.40
Total Fund Balance		10,266.40
Beginning Fund Balance		10,266.40
Net of Revenues VS Expenditures		(2,004.00)
Ending Fund Balance		8,262.40
Total Liabilities And Fund Balance		8,262.40

Fund 401 CAPITAL IMPROVEMENT FUND

GL Number	Description	Balance
*** Assets ***		
401-000.000-001.000	CHECKING ACCOUNT - COMMON	308,314.82
Total Assets		308,314.82
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
401-000.000-390.000	FUND BALANCE	663,054.86
Total Fund Balance		663,054.86
Beginning Fund Balance		663,054.86
Net of Revenues VS Expenditures		(354,740.04)
Ending Fund Balance		308,314.82
Total Liabilities And Fund Balance		308,314.82

Fund 408 FIELDS OF DREAMS

GL Number	Description	Balance
*** Assets ***		
408-000.000-001.000	CHECKING ACCOUNT - COMMON	(3,088.42)
408-000.000-020.000	INVESTMENTS - MBIA/CLASS	17,414.30
Total Assets		14,325.88
*** Liabilities ***		
408-000.000-202.000	ACCOUNTS PAYABLE	59.20
Total Liabilities		59.20
*** Fund Balance ***		
408-000.000-390.000	Fund Balance	13,643.23
Total Fund Balance		13,643.23
Beginning Fund Balance		13,643.23
Net of Revenues VS Expenditures		623.45
Ending Fund Balance		14,266.68
Total Liabilities And Fund Balance		14,325.88

Fund 409 STOCK'S PARK

GL Number	Description	Balance
*** Assets ***		
409-000.000-001.000	CHECKING ACCOUNT - COMMON	(642.27)
409-000.000-020.000	INVESTMENTS - MBIA/CLASS	34,361.72
Total Assets		33,719.45
*** Liabilities ***		
409-000.000-202.000	ACCOUNTS PAYABLE	194.66
Total Liabilities		194.66
*** Fund Balance ***		
409-000.000-390.000	Fund Balance	32,190.25
Total Fund Balance		32,190.25
Beginning Fund Balance		32,190.25
Net of Revenues VS Expenditures		1,334.54
Ending Fund Balance		33,524.79
Total Liabilities And Fund Balance		33,719.45

Fund 471 LIBRARY IMPROVEMENT FUND

GL Number	Description	Balance
*** Assets ***		
471-000.000-001.000	CHECKING ACCOUNT - COMMON	8,526.61
Total Assets		8,526.61
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
471-000.000-390.000	FUND BALANCE	8,526.61
Total Fund Balance		8,526.61
Beginning Fund Balance		8,526.61
Net of Revenues VS Expenditures		0.00
Ending Fund Balance		8,526.61
Total Liabilities And Fund Balance		8,526.61

Fund 481 AIRPORT IMPROVEMENT FUND

GL Number	Description	Balance
*** Assets ***		
481-000.000-001.000	CHECKING ACCOUNT - COMMON	174,171.99
Total Assets		174,171.99
*** Liabilities ***		
481-000.000-310.000	CONTRACTS PAYABLE - LONG TERM	91,964.59
Total Liabilities		91,964.59
*** Fund Balance ***		
481-000.000-390.000	FUND BALANCE	58,401.69
Total Fund Balance		58,401.69
Beginning Fund Balance		58,401.69
Net of Revenues VS Expenditures		23,805.71
Ending Fund Balance		82,207.40
Total Liabilities And Fund Balance		174,171.99

Fund 496 THREE MEADOWS DEVELOPMENT

GL Number	Description	Balance
*** Assets ***		
496-000.000-001.000	CHECKING ACCOUNT - COMMON	1,778.06
Total Assets		1,778.06
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
Total Fund Balance		0.00
Beginning Fund Balance		0.00
Net of Revenues VS Expenditures		1,778.06
Ending Fund Balance		1,778.06
Total Liabilities And Fund Balance		1,778.06

Fund 588 DIAL-A-RIDE FUND

GL Number	Description	Balance
*** Assets ***		
588-000.000-001.000	CHECKING ACCOUNT - COMMON	141,743.13
588-000.000-130.000	LAND	7,419.13
588-000.000-136.000	PLANT AND EQUIPMENT	685,612.37
588-000.000-137.000	ACCUMULATED DEPRECIATION-EQUI	(216,648.86)
588-000.000-137.136	ACCUM. DEPRECIATION - PLANT	(82,273.44)
588-000.000-148.000	EQUIPMENT	374,978.91
Total Assets		910,831.24
*** Liabilities ***		
588-000.000-202.000	ACCOUNTS PAYABLE	4,314.37
588-000.000-214.101	DUE TO GENERAL FUND	54,748.05
588-000.000-230.000	DUE TO OTHER UNITS OF GOVT.	7,983.00
588-000.000-260.000	ACCRUED VACATION/SICK LEAVE	5,137.50
588-000.000-343.000	ACCRUED VAC/SICK - LONG TERM	6,038.70
Total Liabilities		78,221.62
*** Fund Balance ***		
588-000.000-390.000	FUND BALANCE	835,816.15
Total Fund Balance		835,816.15
Beginning Fund Balance		835,816.15
Net of Revenues VS Expenditures		(3,206.53)
Ending Fund Balance		832,609.62
Total Liabilities And Fund Balance		910,831.24

Fund 633 PUBLIC SERVICES INV. FUND

GL Number	Description	Balance
*** Assets ***		
633-000.000-001.000	CHECKING ACCOUNT - COMMON	55,899.12
633-000.000-111.000	INVENTORY - MAT. AND SUPPLIES	154,695.31
Total Assets		210,594.43
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
633-000.000-390.000	FUND BALANCE	230,873.86
Total Fund Balance		230,873.86
Beginning Fund Balance		230,873.86
Net of Revenues VS Expenditures		(20,279.43)
Ending Fund Balance		210,594.43
Total Liabilities And Fund Balance		210,594.43

Fund 640 REVOLVING MOBILE EQUIP. FUND

GL Number	Description	Balance
*** Assets ***		
640-000.000-001.000	CHECKING ACCOUNT - COMMON	70,403.32
640-000.000-123.000	PREPAID EXPENSES	19,043.50
640-000.000-136.000	PLANT AND EQUIPMENT	1,923,644.55
640-000.000-137.000	ACCUMULATED DEPRECIATION-EQUI	(1,770,586.14)
Total Assets		242,505.23
*** Liabilities ***		
640-000.000-202.000	ACCOUNTS PAYABLE	4,202.63
640-000.000-343.000	ACCRUED VAC/SICK - LONG TERM	6,124.56
Total Liabilities		10,327.19
*** Fund Balance ***		
640-000.000-390.000	FUND BALANCE	366,373.15
Total Fund Balance		366,373.15
Beginning Fund Balance		366,373.15
Net of Revenues VS Expenditures		(134,195.11)
Ending Fund Balance		232,178.04
Total Liabilities And Fund Balance		242,505.23

Fund 663 FIRE VEHICLE & EQUIPMENT FUND

GL Number	Description	Balance
*** Assets ***		
663-000.000-020.000	INVESTMENTS - MBIA/CLASS	38,143.74
Total Assets		38,143.74
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
663-000.000-390.000	FUND BALANCE	37,461.91
Total Fund Balance		37,461.91
Beginning Fund Balance		37,461.91
Net of Revenues VS Expenditures		681.83
Ending Fund Balance		38,143.74
Total Liabilities And Fund Balance		38,143.74

Fund 677 UNEMPLOYMENT INSURANCE FUND

GL Number	Description	Balance
*** Assets ***		
677-000.000-020.000	INVESTMENTS - MBIA/CLASS	73,635.36
Total Assets		73,635.36
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
677-000.000-390.000	Fund Balance	71,319.38
Total Fund Balance		71,319.38
Beginning Fund Balance		71,319.38
Net of Revenues VS Expenditures		2,315.98
Ending Fund Balance		73,635.36
Total Liabilities And Fund Balance		73,635.36

Fund 699 DPS LEAVE AND BENEFITS FUND

GL Number	Description	Balance
*** Assets ***		
699-000.000-001.000	CHECKING ACCOUNT - COMMON	40,988.80
Total Assets		40,988.80
*** Liabilities ***		
699-000.000-202.000	ACCOUNTS PAYABLE	7,118.85
699-000.000-343.000	ACCRUED VAC/SICK - LONG TERM	11,290.65
Total Liabilities		18,409.50
*** Fund Balance ***		
699-000.000-390.000	FUND BALANCE	22,579.29
Total Fund Balance		22,579.29
Beginning Fund Balance		22,579.29
Net of Revenues VS Expenditures		0.01
Ending Fund Balance		22,579.30
Total Liabilities And Fund Balance		40,988.80

Fund 711 CEMETERY PERPETUAL CARE FUND

GL Number	Description	Balance
*** Assets ***		
711-000.000-001.000	CHECKING ACCOUNT - COMMON	373,391.34
711-000.000-001.100	LAKEVIEW - TO BE INVESTED	143,545.16
711-000.000-001.200	OAKGROVE - TO BE INVESTED	154,187.60
711-000.000-120.100	INVESTMENTS - LAKEVIEW	35,215.61
711-000.000-120.200	INVESTMENTS - OAKGROVE	39,730.87
711-000.000-122.100	RETURNED INVEST PRIN-LAKEVIEW	(31,840.10)
711-000.000-122.200	RETURNED INVEST PRIN-OAK GROV	(34,910.32)
Total Assets		679,320.16
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
711-000.000-390.000	FUND BALANCE	655,374.27
Total Fund Balance		655,374.27
Beginning Fund Balance		655,374.27
Net of Revenues VS Expenditures		23,945.89
Ending Fund Balance		679,320.16
Total Liabilities And Fund Balance		679,320.16

Fund 712 STOCK'S PARK PERPETUAL MAINT.

GL Number	Description	Balance
*** Assets ***		
712-000.000-001.000	CHECKING ACCOUNT - COMMON	87.50
712-000.000-018.000	INVESTMENTS - OTHER CD'S	35,002.80
712-000.000-020.000	INVESTMENTS - MBIA/CLASS	16,852.52
Total Assets		51,942.82
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
712-000.000-390.000	Fund Balance	44,964.19
Total Fund Balance		44,964.19
Beginning Fund Balance		44,964.19
Net of Revenues VS Expenditures		6,978.63
Ending Fund Balance		51,942.82
Total Liabilities And Fund Balance		51,942.82

Fund 715 R. L. OWEN MEMORIAL FUND

GL Number	Description	Balance
*** Assets ***		
715-000.000-001.000	CHECKING ACCOUNT - COMMON	52,091.93
Total Assets		52,091.93
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
715-000.000-390.000	FUND BALANCE	46,919.34
Total Fund Balance		46,919.34
Beginning Fund Balance		46,919.34
Net of Revenues VS Expenditures		5,172.59
Ending Fund Balance		52,091.93
Total Liabilities And Fund Balance		52,091.93

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDGT USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND							
Revenues							
101-000.000-402.000	CURRENT TAXES	1,876,000.00		1,686,241.37	0.00	189,758.63	89.88
101-000.000-412.000	DELINQUENT TAXES	5,000.00		4,450.53	2,962.29	549.47	89.01
101-000.000-437.000	INDUSTRIAL FACILITIES TAX	35,500.00		32,867.39	0.00	2,632.61	92.58
101-000.000-437.001	IND. FACILTS. TAX - CLAW BACKS	0.00		13,442.34	0.00	(13,442.34)	100.00
101-000.000-445.000	DEL. TAXES-PENALTIES AND INT.	15,000.00		10,838.23	38.61	4,161.77	72.25
101-000.000-447.000	PROPERTY TAX ADMIN. FEE	56,000.00		53,039.79	106.08	2,960.21	94.71
101-000.000-448.000	TRAILER FEES	2,900.00		2,559.00	204.00	341.00	88.24
101-000.000-460.000	LICENSE FEES	6,300.00		6,314.55	330.00	(14.55)	100.23
101-000.000-461.000	C.A.T.V. FRANCHISE FEES	83,000.00		61,192.72	20,419.72	21,807.28	73.73
101-000.000-477.000	PERMITS	17,000.00		16,035.00	1,310.00	965.00	94.32
101-000.000-480.000	DOG LICENSES	0.00		20.00	0.00	(20.00)	100.00
101-000.000-505.000	FEDERAL GRANT - PUBLIC SAFETY	0.00		29,944.00	0.00	(29,944.00)	100.00
101-000.000-525.000	FEDERAL GRANT - RENTAL REHAB	75,000.00		0.00	0.00	75,000.00	0.00
101-000.000-530.001	FEDERAL GRANTS OTHER - CDBG ACQUISITION	0.00		2,535.00	0.00	(2,535.00)	100.00
101-000.000-530.002	FEDERAL GRANTS OTHER - CDBG BLIGHT ELIM	350,000.00		196,758.63	0.00	153,241.37	56.22
101-000.000-569.000	STATE GRANT	0.00		22,190.00	0.00	(22,190.00)	100.00
101-000.000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	63,000.00		203,469.89	0.00	(140,469.89)	322.97
101-000.000-574.000	STATE REVENUE SHARING	850,000.00		728,421.00	0.00	121,579.00	85.70
101-000.000-576.000	ACT 302 POLICE TRAINING FUNDS	3,000.00		1,329.25	0.00	1,670.75	44.31
101-000.000-627.000	INTERMENT FEES	19,500.00		16,187.20	833.60	3,312.80	83.01
101-000.000-628.000	ABATEMENT FEES	1,000.00		300.00	0.00	700.00	30.00
101-000.000-629.000	COPIES / DUPLICATING	100.00		818.35	150.00	(718.35)	818.35
101-000.000-658.000	ORDINANCE FINES	4,000.00		4,154.99	363.18	(154.99)	103.87
101-000.000-658.001	PARKING FINES	2,000.00		1,050.00	0.00	950.00	52.50
101-000.000-665.000	INTEREST	7,000.00		9,865.27	912.24	(2,865.27)	140.93
101-000.000-667.000	RENTS	16,000.00		16,000.00	0.00	0.00	100.00
101-000.000-667.517	RENTS - TRANSFER FACILITY	37,200.00		31,000.00	3,100.00	6,200.00	83.33
101-000.000-668.517	ROYALTIES-TRANSFER FACILITY	17,500.00		16,793.20	1,984.90	706.80	95.96
101-000.000-672.000	SPECIAL ASSESSMENTS	26,500.00		24,323.19	0.00	2,176.81	91.79
101-000.000-674.000	CONTRIBUTIONS IN LIEU OF TAX	1,060,000.00		859,624.31	80,489.13	200,375.69	81.10
101-000.000-675.247	CONTRIBUTION & DONATION - TIFA	10,000.00		0.00	0.00	10,000.00	0.00
101-000.000-690.000	OTHER REFUNDS	100,000.00		117,024.08	11,366.44	(17,024.08)	117.02
101-000.000-692.000	OTHER REVENUE	7,000.00		5,582.42	273.84	1,417.58	79.75
101-000.000-692.301	OTHER REVENUES - POLICE DEPT	0.00		10,000.00	0.00	(10,000.00)	100.00
101-000.000-692.336	OTHER REVENUES-LOC FIRE GRANT	0.00		27,995.00	0.00	(27,995.00)	100.00
101-000.000-699.174	TRANSFER IN - BPU ECONOMIC DEVELOPMENT	0.00		4,749.50	0.00	(4,749.50)	100.00
101-000.000-699.202	TRANSFERS IN - MAJOR STREETS	55,500.00		42,581.06	6,332.78	12,918.94	76.72
101-000.000-699.203	TRANSFERS IN - LOCAL STREETS	15,000.00		12,959.95	1,689.50	2,040.05	86.40
101-000.000-699.271	TRANSFER IN - LIBRARY	2,000.00		2,000.00	0.00	0.00	100.00
101-000.000-699.274	TRANSFERS IN - D.A.R.E.	0.00		1,477.00	1,477.00	(1,477.00)	100.00
101-000.000-699.588	TRANSFER IN - DIAL-A-RIDE	55,000.00		0.00	0.00	55,000.00	0.00
101-000.000-699.711	TRANSFERS IN - CEMETERY CARE	20,000.00		0.00	0.00	20,000.00	0.00
TOTAL REVENUES		4,893,000.00		4,276,134.21	134,343.31	616,865.79	87.39
Expenditures							
101.000	CITY COUNCIL	27,425.00		24,022.54	2,057.49	3,402.46	87.59
172.000	CITY MANAGER	237,735.00		198,461.84	18,276.93	39,273.16	83.48
174.000	ECONOMIC DEVELOPMENT	490,000.00		248,474.17	3,818.60	241,525.83	50.71
175.000	ADMINISTRATIVE SERVICES	179,600.00		135,639.51	2,298.25	43,960.49	75.52
191.000	ELECTIONS	15,600.00		8,192.89	148.25	7,407.11	52.52
209.000	ASSESSING DEPARTMENT	98,135.00		81,615.21	8,466.45	16,519.79	83.17
215.000	CITY CLERK DEPARTMENT	154,115.00		123,973.01	12,720.80	30,141.99	80.44

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 101 - GENERAL FUND								
Expenditures								
219.000	FINANCE DEPARTMENT	103,560.00		75,129.09	6,776.30		28,430.91	72.55
253.000	CITY TREASURER	138,200.00		38,078.61	3,270.51		100,121.39	27.55
265.000	BUILDING AND GROUNDS	125,835.00		101,327.26	11,021.36		24,507.74	80.52
266.000	PARKING LOTS	34,955.00		14,309.75	1,560.18		20,645.25	40.94
276.000	CEMETERIES	122,220.00		87,910.83	12,402.48		34,309.17	71.93
295.000	AIRPORT	110,155.00		144,457.60	16,745.36		(34,302.60)	131.14
301.000	POLICE DEPARTMENT	1,363,400.00		1,160,203.66	107,767.49		203,196.34	85.10
336.000	FIRE DEPARTMENT	456,765.00		376,175.88	31,307.59		80,589.12	82.36
372.000	CODE ENFORCEMENT	44,990.00		59,697.81	3,170.47		(14,707.81)	132.69
400.000	PLANNING DEPARTMENT	78,880.00		64,052.53	6,707.29		14,827.47	81.20
441.000	PUBLIC SERVICES DEPARTMENT	283,030.00		221,009.11	22,666.94		62,020.89	78.09
448.000	STREET LIGHTING	68,500.00		55,908.89	10,482.95		12,591.11	81.62
756.000	PARKS	195,495.00		134,709.75	20,960.58		60,785.25	68.91
965.000	TRANSFERS TO OTHER FUNDS	564,405.00		39,650.00	0.00		524,755.00	7.03
TOTAL EXPENDITURES		4,893,000.00		3,392,999.94	302,626.27		1,500,000.06	69.34
Fund 101 - GENERAL FUND:								
TOTAL REVENUES				4,276,134.21	134,343.31		616,865.79	87.39
TOTAL EXPENDITURES		4,893,000.00		3,392,999.94	302,626.27		1,500,000.06	69.34
NET OF REVENUES & EXPENDITURES			0.00	883,134.27	(168,282.96)		(883,134.27)	100.00

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	NORMAL	(ABNORMAL)	
Fund 202 - MAJOR ST./TRUNKLINE FUND								
Revenues								
202-000.000-546.000	STATE GRANT - GAS & WEIGHT TA	475,000.00		393,878.39	51,232.58		81,121.61	82.92
202-000.000-546.048	STATE GRANT-METRO ROW ACT	12,000.00		0.00	0.00		12,000.00	0.00
202-000.000-547.000	STATE GRANT - TRUNKLINE MAINT	30,000.00		31,929.17	12,092.17		(1,929.17)	106.43
202-000.000-665.000	INTEREST	850.00		1,637.22	160.63		(787.22)	192.61
202-000.000-692.000	OTHER REVENUE	2,500.00		6,097.58	0.00		(3,597.58)	243.90
202-000.000-692.470	OTHER REVENUE - TREES	0.00		4,266.72	0.00		(4,266.72)	100.00
TOTAL REVENUES		520,350.00		437,809.08	63,485.38		82,540.92	84.14
Expenditures								
175.000	ADMINISTRATIVE SERVICES	147,500.00		39,388.14	5,123.56		108,111.86	26.70
175.500	ADMIN. SERVICES - TRUNKLINE	3,000.00		3,192.92	1,209.22		(192.92)	106.43
450.000	STREET SURFACE	71,115.00		51,276.78	6,544.76		19,838.22	72.10
450.500	TRUNKLINE SURFACE	13,955.00		12,724.98	1,412.68		1,230.02	91.19
460.000	R.O.W MAINTENANCE	92,160.00		76,027.47	7,513.45		16,132.53	82.50
460.500	TRUNKLINE R.O.W. MAINTENANCE	10,050.00		4,566.32	387.04		5,483.68	45.44
470.000	TREES	38,280.00		31,529.87	4,322.58		6,750.13	82.37
470.500	TRUNKLINE TREES	905.00		4,212.79	473.75		(3,307.79)	465.50
480.000	DRAINAGE	44,425.00		23,128.24	3,165.66		21,296.76	52.06
480.500	TRUNKLINE R.O.W. DRAINAGE	1,735.00		1,355.31	100.47		379.69	78.12
490.000	TRAFFIC	59,090.00		47,207.18	1,228.12		11,882.82	79.89
490.500	TRUNKLINE TRAFFIC	7,380.00		5,597.42	880.69		1,782.58	75.85
500.000	WINTER MAINTENANCE	97,070.00		47,562.06	115.97		49,507.94	49.00
500.500	TRUNKLINE WINTER MAINTENANCE	22,905.00		9,675.83	19.83		13,229.17	42.24
TOTAL EXPENDITURES		609,570.00		357,445.31	32,497.78		252,124.69	58.64
Fund 202 - MAJOR ST./TRUNKLINE FUND:								
TOTAL REVENUES		520,350.00		437,809.08	63,485.38		82,540.92	84.14
TOTAL EXPENDITURES		609,570.00		357,445.31	32,497.78		252,124.69	58.64
NET OF REVENUES & EXPENDITURES		(89,220.00)		80,363.77	30,987.60		(169,583.77)	90.07

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	NORMAL	05/31/2017	MONTH 05/31/2017	BALANCE	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
Fund 203 - LOCAL ST. FUND							
Revenues							
203-000.000-546.000	STATE GRANT - GAS & WEIGHT TA	150,000.00		129,599.64	16,895.03	20,400.36	86.40
203-000.000-546.048	STATE GRANT-METRO ROW ACT	12,000.00		0.00	0.00	12,000.00	0.00
203-000.000-692.000	OTHER REVENUE	0.00		340.00	0.00	(340.00)	100.00
203-000.000-692.470	OTHER REVENUE - TREES	0.00		682.00	0.00	(682.00)	100.00
203-000.000-699.101	TRANSFERS IN - GENERAL FUND	100,000.00		0.00	0.00	100,000.00	0.00
203-000.000-699.202	TRANSFERS IN - MAJOR STREETS	100,000.00		0.00	0.00	100,000.00	0.00
TOTAL REVENUES		362,000.00		130,621.64	16,895.03	231,378.36	36.08
Expenditures							
175.000	ADMINISTRATIVE SERVICES	15,000.00		12,929.95	1,689.50	2,070.05	86.20
450.000	STREET SURFACE	100,920.00		46,630.82	3,589.83	54,289.18	46.21
460.000	R.O.W MAINTENANCE	79,690.00		71,329.03	8,444.42	8,360.97	89.51
470.000	TREES	57,420.00		46,643.37	5,833.59	10,776.63	81.23
480.000	DRAINAGE	37,090.00		35,898.69	4,060.15	1,191.31	96.79
490.000	TRAFFIC	18,330.00		10,884.48	379.94	7,445.52	59.38
500.000	WINTER MAINTENANCE	53,550.00		31,161.35	303.42	22,388.65	58.19
TOTAL EXPENDITURES		362,000.00		255,477.69	24,300.85	106,522.31	70.57
Fund 203 - LOCAL ST. FUND:							
TOTAL REVENUES		362,000.00		130,621.64	16,895.03	231,378.36	36.08
TOTAL EXPENDITURES		362,000.00		255,477.69	24,300.85	106,522.31	70.57
NET OF REVENUES & EXPENDITURES		0.00		(124,856.05)	(7,405.82)	124,856.05	100.00

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	NORMAL	(ABNORMAL)	
Fund 208 - RECREATION FUND								
Revenues								
208-000.000-644.000	CONCESSION SALES	10,000.00		4,878.16	0.00	5,121.84		48.78
208-000.000-651.000	USE AND ADMISSION FEES	16,000.00		7,926.80	0.00	8,073.20		49.54
208-000.000-653.000	TEAM AND EVENT FEES	7,000.00		4,410.00	0.00	2,590.00		63.00
208-000.000-653.001	YOUTH PROGRAM FEES	24,300.00		21,525.00	2,190.00	2,775.00		88.58
208-000.000-667.000	RENTS	20,000.00		15,277.50	2,050.00	4,722.50		76.39
208-000.000-675.000	CONTRIBUTIONS AND DONATIONS	0.00		1,130.00	350.00	(1,130.00)		100.00
208-000.000-692.000	OTHER REVENUE	4,000.00		4,400.00	625.00	(400.00)		110.00
208-000.000-699.101	TRANSFERS IN - GENERAL FUND	59,650.00		39,650.00	0.00	20,000.00		66.47
TOTAL REVENUES		140,950.00		99,197.46	5,215.00	41,752.54		70.38
Expenditures								
751.000	RECREATION DEPARTMENT	140,950.00		106,813.96	11,812.35	34,136.04		75.78
TOTAL EXPENDITURES		140,950.00		106,813.96	11,812.35	34,136.04		75.78
Fund 208 - RECREATION FUND:								
TOTAL REVENUES		140,950.00		99,197.46	5,215.00	41,752.54		70.38
TOTAL EXPENDITURES		140,950.00		106,813.96	11,812.35	34,136.04		75.78
NET OF REVENUES & EXPENDITURES		0.00		(7,616.50)	(6,597.35)	7,616.50		100.00

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	NORMAL	(ABNORMAL)	
Fund 244 - ECONOMIC DEVELOPMENT CORP FUND								
Revenues								
244-000.000-665.000	INTEREST	100.00		1,127.39	129.82	(1,027.39)	1,127.39	
244-000.000-673.000	SALE OF CITY PROPERTY	20,000.00		7,000.00	0.00	13,000.00	35.00	
TOTAL REVENUES		20,100.00		8,127.39	129.82	11,972.61	40.43	
Expenditures								
174.000	ECONOMIC DEVELOPMENT	60,400.00		16,516.92	10,403.00	43,883.08	27.35	
TOTAL EXPENDITURES		60,400.00		16,516.92	10,403.00	43,883.08	27.35	
Fund 244 - ECONOMIC DEVELOPMENT CORP FUND:								
TOTAL REVENUES		20,100.00		8,127.39	129.82	11,972.61	40.43	
TOTAL EXPENDITURES		60,400.00		16,516.92	10,403.00	43,883.08	27.35	
NET OF REVENUES & EXPENDITURES		(40,300.00)		(8,389.53)	(10,273.18)	(31,910.47)	20.82	

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	BALANCE (ABNORMAL)	
Fund 247 - TAX INCREMENT FINANCE ATH.							
Revenues							
247-000.000-402.000	CURRENT TAXES	70,555.00		65,389.22	0.00	5,165.78	92.68
247-000.000-406.000	TAXES - PA 86 SEC. 17 PPT REPLACEMENT	48,445.00		0.00	0.00	48,445.00	0.00
247-000.000-665.000	INTEREST	1,500.00		2,806.32	191.48	(1,306.32)	187.09
247-000.000-692.000	OTHER REVENUE	0.00		7,503.29	0.00	(7,503.29)	100.00
TOTAL REVENUES		120,500.00		75,698.83	191.48	44,801.17	62.82
Expenditures							
900.000	CAPITAL OUTLAY	428,000.00		562,804.95	14,463.89	(134,804.95)	131.50
TOTAL EXPENDITURES		428,000.00		562,804.95	14,463.89	(134,804.95)	131.50
Fund 247 - TAX INCREMENT FINANCE ATH. :							
TOTAL REVENUES		120,500.00		75,698.83	191.48	44,801.17	62.82
TOTAL EXPENDITURES		428,000.00		562,804.95	14,463.89	(134,804.95)	131.50
NET OF REVENUES & EXPENDITURES		(307,500.00)		(487,106.12)	(14,272.41)	179,606.12	158.41

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	05/31/2017 NORMAL (ABNORMAL)	MONTH 05/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 265 - DRUG FORFEITURE/GRANT FUND						
Revenues						
265-000.000-659.000	DRUG FORFEITURES	2,000.00	0.00	0.00	2,000.00	0.00
TOTAL REVENUES		2,000.00	0.00	0.00	2,000.00	0.00
Expenditures						
301.000	POLICE DEPARTMENT	2,000.00	0.00	0.00	2,000.00	0.00
TOTAL EXPENDITURES		2,000.00	0.00	0.00	2,000.00	0.00
Fund 265 - DRUG FORFEITURE/GRANT FUND:						
TOTAL REVENUES		2,000.00	0.00	0.00	2,000.00	0.00
TOTAL EXPENDITURES		2,000.00	0.00	0.00	2,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	05/31/2017 NORMAL (ABNORMAL)	MONTH 05/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 271 - LIBRARY FUND						
Revenues						
271-000.000-402.000	CURRENT TAXES	122,500.00	112,404.94	0.00	10,095.06	91.76
271-000.000-412.000	DELINQUENT TAXES	500.00	245.56	197.49	254.44	49.11
271-000.000-437.000	INDUSTRIAL FACILITIES TAX	1,000.00	3,087.16	0.00	(2,087.16)	308.72
271-000.000-569.000	STATE GRANT	6,500.00	7,772.82	0.00	(1,272.82)	119.58
271-000.000-574.000	STATE REVENUE SHARING	8,105.00	0.00	0.00	8,105.00	0.00
271-000.000-587.000	CONT./LOCAL UNITS-CULTURE/REC	13,800.00	13,800.00	0.00	0.00	100.00
271-000.000-588.000	SUBSCRIPTION CARD SALES	4,500.00	3,035.00	177.00	1,465.00	67.44
271-000.000-629.000	COPIES / DUPLICATING	6,000.00	5,689.45	509.75	310.55	94.82
271-000.000-656.000	PENAL FINES	50,000.00	2.40	0.00	49,997.60	0.00
271-000.000-657.000	BOOK FINES	2,500.00	1,765.28	193.45	734.72	70.61
271-000.000-658.000	ORDINANCE FINES	4,000.00	4,154.97	363.17	(154.97)	103.87
271-000.000-665.000	INTEREST	150.00	1,663.36	216.80	(1,513.36)	1,108.91
271-000.000-667.000	RENTS	250.00	139.00	36.00	111.00	55.60
271-000.000-667.271	RENTS - MEETING ROOMS	1,000.00	540.00	0.00	460.00	54.00
271-000.000-675.000	CONTRIBUTIONS AND DONATIONS	15,000.00	47,438.25	34.75	(32,438.25)	316.26
271-000.000-675.002	CONTR. & DONAT. - TECHNOLOGY	4,000.00	4,778.13	0.00	(778.13)	119.45
271-000.000-675.790	CONTR. & DONT. - BOOKS	1,500.00	24,715.19	74.28	(23,215.19)	1,647.68
271-000.000-675.792	CONTR. & DONT.- CHILD. LIBRAR	2,000.00	1,117.04	2.00	882.96	55.85
271-000.000-692.000	OTHER REVENUE	1,000.00	2,250.49	0.00	(1,250.49)	225.05
TOTAL REVENUES		244,305.00	234,599.04	1,804.69	9,705.96	96.03
Expenditures						
790.000	LIBRARY	237,765.00	195,016.73	19,081.73	42,748.27	82.02
792.000	LIBRARY - CHILDREN'S AREA	14,435.00	8,270.44	507.86	6,164.56	57.29
TOTAL EXPENDITURES		252,200.00	203,287.17	19,589.59	48,912.83	80.61
Fund 271 - LIBRARY FUND:						
TOTAL REVENUES		244,305.00	234,599.04	1,804.69	9,705.96	96.03
TOTAL EXPENDITURES		252,200.00	203,287.17	19,589.59	48,912.83	80.61
NET OF REVENUES & EXPENDITURES		(7,895.00)	31,311.87	(17,784.90)	(39,206.87)	396.60

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	BALANCE (ABNORMAL)	
Fund 274 - POLICE - OWI ENFORCEMENT							
Revenues							
274-000.000-692.301	OTHER REVENUES - POLICE DEPT	3,000.00		1,700.00	200.00	1,300.00	56.67
TOTAL REVENUES		<u>3,000.00</u>		<u>1,700.00</u>	<u>200.00</u>	<u>1,300.00</u>	<u>56.67</u>
Expenditures							
301.000	POLICE DEPARTMENT	4,000.00		3,704.00	2,954.00	296.00	92.60
TOTAL EXPENDITURES		<u>4,000.00</u>		<u>3,704.00</u>	<u>2,954.00</u>	<u>296.00</u>	<u>92.60</u>
<hr/>							
Fund 274 - POLICE - OWI ENFORCEMENT:							
TOTAL REVENUES		3,000.00		1,700.00	200.00	1,300.00	56.67
TOTAL EXPENDITURES		<u>4,000.00</u>		<u>3,704.00</u>	<u>2,954.00</u>	<u>296.00</u>	<u>92.60</u>
NET OF REVENUES & EXPENDITURES		(1,000.00)		(2,004.00)	(2,754.00)	1,004.00	200.40

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	NORMAL	(ABNORMAL)	
Fund 401 - CAPITAL IMPROVEMENT FUND								
Revenues								
401-000.000-529.000	FEDERAL GRANT	130,000.00		0.00	0.00	130,000.00		0.00
401-000.000-692.000	OTHER REVENUE	0.00		117,631.85	55.00	(117,631.85)		100.00
401-000.000-699.101	TRANSFERS IN - GENERAL FUND	300,000.00		0.00	0.00	300,000.00		0.00
401-000.000-699.247	TRANSFERS IN - T.I.F.A FUND	270,000.00		400,498.00	0.00	(130,498.00)		148.33
TOTAL REVENUES		700,000.00		518,129.85	55.00	181,870.15		74.02
Expenditures								
443.000	SIDEWALKS	52,600.00		0.00	0.00	52,600.00		0.00
452.000	MAJOR STREET RECONSTRUCTION	230,000.00		259,857.66	0.00	(29,857.66)		112.98
453.000	LOCAL STREET RECONSTRUCTION	300,000.00		92,495.25	0.00	207,504.75		30.83
454.000	STREET SEALING-CURRENT YEAR	50,000.00		98,566.23	0.00	(48,566.23)		197.13
756.000	PARKS	8,000.00		5,812.59	0.00	2,187.41		72.66
900.000	CAPITAL OUTLAY	360,000.00		416,138.16	0.00	(56,138.16)		115.59
TOTAL EXPENDITURES		1,000,600.00		872,869.89	0.00	127,730.11		87.23
Fund 401 - CAPITAL IMPROVEMENT FUND:								
TOTAL REVENUES		700,000.00		518,129.85	55.00	181,870.15		74.02
TOTAL EXPENDITURES		1,000,600.00		872,869.89	0.00	127,730.11		87.23
NET OF REVENUES & EXPENDITURES		(300,600.00)		(354,740.04)	55.00	54,140.04		118.01

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	05/31/2017	MONTH 05/31/2017	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 408 - FIELDS OF DREAMS						
Revenues						
408-000.000-665.000	INTEREST	25.00	123.54	14.94	(98.54)	494.16
408-000.000-675.000	CONTRIBUTIONS AND DONATIONS	30,000.00	2,275.00	0.00	27,725.00	7.58
408-000.000-692.408	OTHER REVENUES - TOURNAMENTS	6,500.00	4,185.60	150.00	2,314.40	64.39
TOTAL REVENUES		36,525.00	6,584.14	164.94	29,940.86	18.03
Expenditures						
751.000	RECREATION DEPARTMENT	36,525.00	5,960.69	3,297.62	30,564.31	16.32
TOTAL EXPENDITURES		36,525.00	5,960.69	3,297.62	30,564.31	16.32
Fund 408 - FIELDS OF DREAMS:						
TOTAL REVENUES		36,525.00	6,584.14	164.94	29,940.86	18.03
TOTAL EXPENDITURES		36,525.00	5,960.69	3,297.62	30,564.31	16.32
NET OF REVENUES & EXPENDITURES		0.00	623.45	(3,132.68)	(623.45)	100.00

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	BALANCE (ABNORMAL)	
Fund 409 - STOCK'S PARK							
Revenues							
409-000.000-665.000	INTEREST	100.00		237.69	29.59	(137.69)	237.69
409-000.000-675.000	CONTRIBUTIONS AND DONATIONS	15,000.00		14,686.69	1,450.00	313.31	97.91
TOTAL REVENUES		<u>15,100.00</u>		<u>14,924.38</u>	<u>1,479.59</u>	<u>175.62</u>	<u>98.84</u>
Expenditures							
756.000	PARKS	15,100.00		13,589.84	348.35	1,510.16	90.00
TOTAL EXPENDITURES		<u>15,100.00</u>		<u>13,589.84</u>	<u>348.35</u>	<u>1,510.16</u>	<u>90.00</u>
Fund 409 - STOCK'S PARK:							
TOTAL REVENUES		15,100.00		14,924.38	1,479.59	175.62	98.84
TOTAL EXPENDITURES		15,100.00		13,589.84	348.35	1,510.16	90.00
NET OF REVENUES & EXPENDITURES		0.00		1,334.54	1,131.24	(1,334.54)	100.00

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	NORMAL	(ABNORMAL)	
Fund 481 - AIRPORT IMPROVEMENT FUND								
Revenues								
481-000.000-515.000	FEDERAL GRANT - AIRPORT	50,000.00		0.00	0.00	50,000.00		0.00
481-000.000-569.000	STATE GRANT	0.00		1,024.55	1,024.55	(1,024.55)		100.00
481-000.000-665.000	INTEREST	0.00		8.25	0.00	(8.25)		100.00
481-000.000-667.000	RENTS	21,785.00		22,052.00	0.00	(267.00)		101.23
481-000.000-667.481	RENTS - AIRPORT HANGARS	1,000.00		5,321.25	618.75	(4,321.25)		532.13
481-000.000-667.482	RENTS - GROUND LEASE	1,140.00		600.00	0.00	540.00		52.63
481-000.000-692.000	OTHER REVENUE	5,000.00		525.70	0.00	4,474.30		10.51
481-000.000-692.295	OTHER REVENUES - FUEL SALES	0.00		15,212.51	39.80	(15,212.51)		100.00
TOTAL REVENUES		78,925.00		44,744.26	1,683.10	34,180.74		56.69
Expenditures								
900.000	CAPITAL OUTLAY	54,500.00		20,938.55	1,166.19	33,561.45		38.42
TOTAL EXPENDITURES		54,500.00		20,938.55	1,166.19	33,561.45		38.42
Fund 481 - AIRPORT IMPROVEMENT FUND:								
TOTAL REVENUES		78,925.00		44,744.26	1,683.10	34,180.74		56.69
TOTAL EXPENDITURES		54,500.00		20,938.55	1,166.19	33,561.45		38.42
NET OF REVENUES & EXPENDITURES		24,425.00		23,805.71	516.91	619.29		97.46

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			05/31/2017 NORMAL (ABNORMAL)	MONTH 05/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 496 - THREE MEADOWS DEVELOPMENT						
Revenues						
496-000.000-692.000	OTHER REVENUE	0.00	1,778.06	0.00	(1,778.06)	100.00
TOTAL REVENUES		0.00	1,778.06	0.00	(1,778.06)	100.00
Fund 496 - THREE MEADOWS DEVELOPMENT:						
TOTAL REVENUES		0.00	1,778.06	0.00	(1,778.06)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	1,778.06	0.00	(1,778.06)	100.00

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	BALANCE (ABNORMAL)	
Fund 588 - DIAL-A-RIDE FUND							
Revenues							
588-000.000-529.000	FEDERAL GRANT	66,490.00		66,118.18	21,858.18	371.82	99.44
588-000.000-569.000	STATE GRANT	128,525.00		133,537.00	11,845.00	(5,012.00)	103.90
588-000.000-569.588	STATE GRANT - CAPITAL	194,000.00		0.00	0.00	194,000.00	0.00
588-000.000-651.000	USE AND ADMISSION FEES	55,500.00		43,676.50	4,058.25	11,823.50	78.70
588-000.000-699.101	TRANSFERS IN - GENERAL FUND	108,890.00		0.00	0.00	108,890.00	0.00
TOTAL REVENUES		553,405.00		243,331.68	37,761.43	310,073.32	43.97
Expenditures							
175.000	ADMINISTRATIVE SERVICES	55,000.00		0.00	0.00	55,000.00	0.00
588.000	DIAL-A-RIDE	498,405.00		246,538.21	31,758.43	251,866.79	49.47
TOTAL EXPENDITURES		553,405.00		246,538.21	31,758.43	306,866.79	44.55
Fund 588 - DIAL-A-RIDE FUND:							
TOTAL REVENUES		553,405.00		243,331.68	37,761.43	310,073.32	43.97
TOTAL EXPENDITURES		553,405.00		246,538.21	31,758.43	306,866.79	44.55
NET OF REVENUES & EXPENDITURES		0.00		(3,206.53)	6,003.00	3,206.53	100.00

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	BALANCE (ABNORMAL)	
Fund 633 - PUBLIC SERVICES INV. FUND							
Revenues							
633-000.000-650.000	SALE OF MATERIALS	215,675.00		2,156.98	135.00	213,518.02	1.00
TOTAL REVENUES		215,675.00		2,156.98	135.00	213,518.02	1.00
Expenditures							
233.000	PUBLIC SERVICES INVENTORY	215,675.00		22,436.41	158.35	193,238.59	10.40
TOTAL EXPENDITURES		215,675.00		22,436.41	158.35	193,238.59	10.40
Fund 633 - PUBLIC SERVICES INV. FUND:							
TOTAL REVENUES		215,675.00		2,156.98	135.00	213,518.02	1.00
TOTAL EXPENDITURES		215,675.00		22,436.41	158.35	193,238.59	10.40
NET OF REVENUES & EXPENDITURES		0.00		(20,279.43)	(23.35)	20,279.43	100.00

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	NORMAL	(ABNORMAL)	
Fund 640 - REVOLVING MOBILE EQUIP. FUND								
Revenues								
640-000.000-665.000	INTEREST	500.00		1,057.10	32.52	(557.10)		211.42
640-000.000-667.000	RENTS	280,000.00		183,672.19	19,069.51	96,327.81		65.60
640-000.000-667.301	RENTS - POLICE VEHICLES	85,330.00		70,490.25	6,438.75	14,839.75		82.61
640-000.000-673.000	SALE OF CITY PROPERTY	2,000.00		34,608.00	0.00	(32,608.00)		1,730.40
640-000.000-692.000	OTHER REVENUE	15,000.00		7,139.45	817.22	7,860.55		47.60
TOTAL REVENUES		382,830.00		296,966.99	26,358.00	85,863.01		77.57
Expenditures								
444.000	MOBILE EQUIPMENT MAINTENANCE	501,425.00		431,162.10	30,285.82	70,262.90		85.99
TOTAL EXPENDITURES		501,425.00		431,162.10	30,285.82	70,262.90		85.99
Fund 640 - REVOLVING MOBILE EQUIP. FUND:								
TOTAL REVENUES		382,830.00		296,966.99	26,358.00	85,863.01		77.57
TOTAL EXPENDITURES		501,425.00		431,162.10	30,285.82	70,262.90		85.99
NET OF REVENUES & EXPENDITURES		(118,595.00)		(134,195.11)	(3,927.82)	15,600.11		113.15

PERIOD ENDING 05/31/2017

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GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			05/31/2017 NORMAL (ABNORMAL)	MONTH 05/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 663 - FIRE VEHICLE & EQUIPMENT FUND						
Revenues						
663-000.000-665.000	INTEREST	50.00	281.83	32.79	(231.83)	563.66
663-000.000-673.000	SALE OF CITY PROPERTY	0.00	400.00	0.00	(400.00)	100.00
663-000.000-690.000	OTHER REFUNDS	100.00	0.00	0.00	100.00	0.00
TOTAL REVENUES		150.00	681.83	32.79	(531.83)	454.55
Fund 663 - FIRE VEHICLE & EQUIPMENT FUND:						
TOTAL REVENUES		150.00	681.83	32.79	(531.83)	454.55
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		150.00	681.83	32.79	(531.83)	454.55

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	05/31/2017 NORMAL (ABNORMAL)	MONTH 05/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 677 - UNEMPLOYMENT INSURANCE FUND						
Revenues						
677-000.000-665.000	INTEREST	125.00	538.24	63.36	(413.24)	430.59
677-000.000-692.000	OTHER REVENUE	2,200.00	2,200.00	0.00	0.00	100.00
TOTAL REVENUES		<u>2,325.00</u>	<u>2,738.24</u>	<u>63.36</u>	<u>(413.24)</u>	<u>117.77</u>
Expenditures						
175.000	ADMINISTRATIVE SERVICES	5,000.00	422.26	0.00	4,577.74	8.45
TOTAL EXPENDITURES		<u>5,000.00</u>	<u>422.26</u>	<u>0.00</u>	<u>4,577.74</u>	<u>8.45</u>
Fund 677 - UNEMPLOYMENT INSURANCE FUND:						
TOTAL REVENUES		<u>2,325.00</u>	<u>2,738.24</u>	<u>63.36</u>	<u>(413.24)</u>	<u>117.77</u>
TOTAL EXPENDITURES		<u>5,000.00</u>	<u>422.26</u>	<u>0.00</u>	<u>4,577.74</u>	<u>8.45</u>
NET OF REVENUES & EXPENDITURES		<u>(2,675.00)</u>	<u>2,315.98</u>	<u>63.36</u>	<u>(4,990.98)</u>	<u>86.58</u>

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	NORMAL	05/31/2017 (ABNORMAL)	MONTH 05/31/2017 (DECREASE)	BALANCE (ABNORMAL)	
Fund 699 - DPS LEAVE AND BENEFITS FUND							
Revenues							
699-000.000-690.000	OTHER REFUNDS	178,415.00		157,312.20	15,475.17	21,102.80	88.17
TOTAL REVENUES		178,415.00		157,312.20	15,475.17	21,102.80	88.17
Expenditures							
441.000	PUBLIC SERVICES DEPARTMENT	178,415.00		157,312.19	15,475.14	21,102.81	88.17
TOTAL EXPENDITURES		178,415.00		157,312.19	15,475.14	21,102.81	88.17
Fund 699 - DPS LEAVE AND BENEFITS FUND:							
TOTAL REVENUES		178,415.00		157,312.20	15,475.17	21,102.80	88.17
TOTAL EXPENDITURES		178,415.00		157,312.19	15,475.14	21,102.81	88.17
NET OF REVENUES & EXPENDITURES		0.00		0.01	0.03	(0.01)	100.00

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	05/31/2017	MONTH 05/31/2017	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 711 - CEMETERY PERPETUAL CARE FUND						
Revenues						
711-000.000-642.100	SALE OF CEMETERY LOTS-LAKEVIE	10,000.00	6,000.00	200.00	4,000.00	60.00
711-000.000-642.200	SALE OF CEMETERY LOTS-OAKGROV	10,000.00	8,900.50	2,000.00	1,099.50	89.01
711-000.000-665.000	INTEREST	15,000.00	9,045.39	310.05	5,954.61	60.30
TOTAL REVENUES		35,000.00	23,945.89	2,510.05	11,054.11	68.42
Expenditures						
965.000	TRANSFERS TO OTHER FUNDS	20,000.00	0.00	0.00	20,000.00	0.00
TOTAL EXPENDITURES		20,000.00	0.00	0.00	20,000.00	0.00
Fund 711 - CEMETERY PERPETUAL CARE FUND:						
TOTAL REVENUES		35,000.00	23,945.89	2,510.05	11,054.11	68.42
TOTAL EXPENDITURES		20,000.00	0.00	0.00	20,000.00	0.00
NET OF REVENUES & EXPENDITURES		15,000.00	23,945.89	2,510.05	(8,945.89)	159.64

PERIOD ENDING 05/31/2017

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GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	05/31/2017	MONTH 05/31/2017	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 712 - STOCK'S PARK PERPETUAL MAINT.						
Revenues						
712-000.000-665.000	INTEREST	100.00	270.63	14.50	(170.63)	270.63
712-000.000-675.000	CONTRIBUTIONS AND DONATIONS	7,500.00	6,708.00	0.00	792.00	89.44
TOTAL REVENUES		7,600.00	6,978.63	14.50	621.37	91.82
Fund 712 - STOCK'S PARK PERPETUAL MAINT.:						
TOTAL REVENUES		7,600.00	6,978.63	14.50	621.37	91.82
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		7,600.00	6,978.63	14.50	621.37	91.82

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016-17	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	05/31/2017	MONTH 05/31/2017	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 715 - R. L. OWEN MEMORIAL FUND						
Revenues						
715-000.000-665.000	INTEREST	6,000.00	5,172.59	0.00	827.41	86.21
TOTAL REVENUES		<u>6,000.00</u>	<u>5,172.59</u>	<u>0.00</u>	<u>827.41</u>	<u>86.21</u>
Fund 715 - R. L. OWEN MEMORIAL FUND:						
TOTAL REVENUES		6,000.00	5,172.59	0.00	827.41	86.21
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		<u>6,000.00</u>	<u>5,172.59</u>	<u>0.00</u>	<u>827.41</u>	<u>86.21</u>
TOTAL REVENUES - ALL FUNDS		8,518,155.00	6,589,333.37	307,997.64	1,928,821.63	77.36
TOTAL EXPENDITURES - ALL FUNDS		9,332,765.00	6,670,280.08	501,137.63	2,662,484.92	71.47
NET OF REVENUES & EXPENDITURES		<u>(814,610.00)</u>	<u>(80,946.71)</u>	<u>(193,139.99)</u>	<u>(733,663.29)</u>	<u>9.94</u>



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

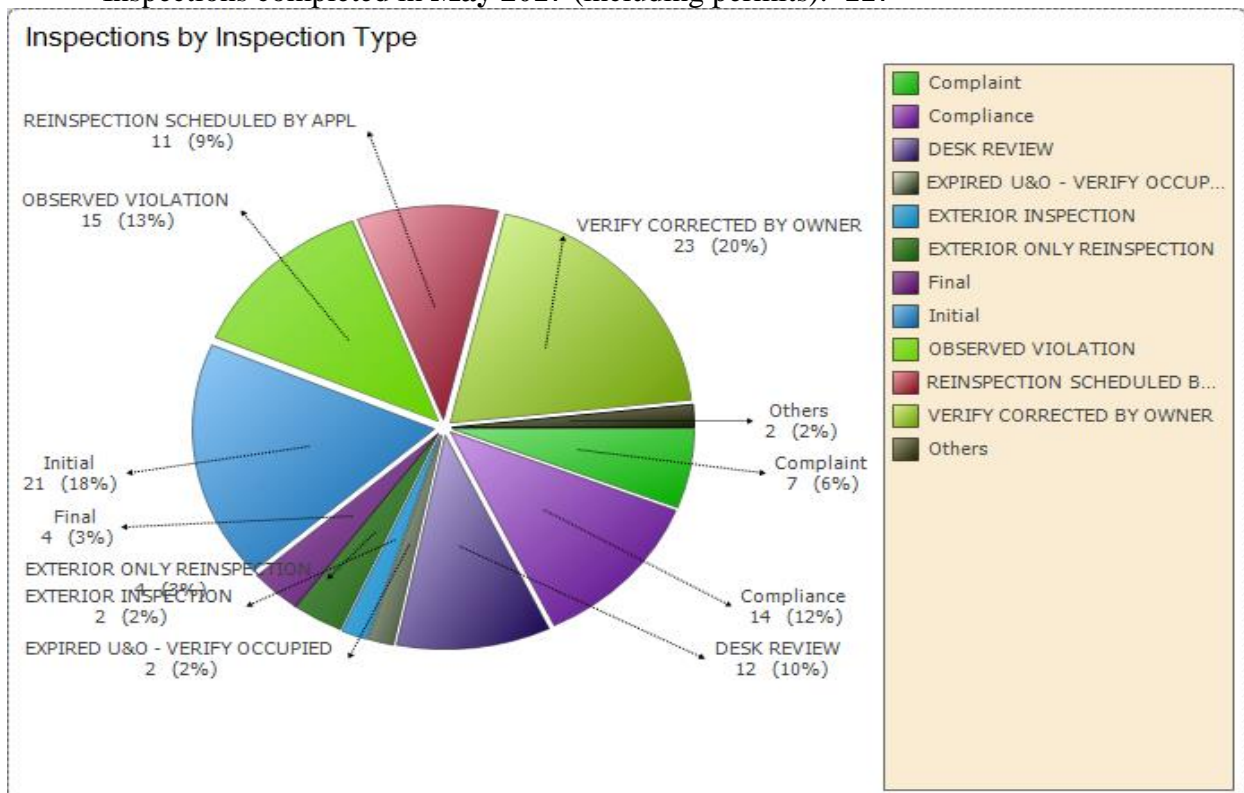
AGENDA ITEM: Consent Agenda

SUBJECT: May 2017 Code Enforcement Report

PREPARED BY: Kimberly Thomas, Assessor/Code Official

Code Enforcement Statistics as of **12:54 p.m., June 01, 2017:**

- Total Open Enforcements: **418**
- New Enforcements opened in **May 2017: 8**
- Enforcements closed in **May 2017: 23**
- Inspections completed in **May 2017** (including permits): **117**



- Permits (Use & Occupancy/Zoning Compliance/Signs/Fences) issued in **May 2017** (report attached): **29**
- **May 2017** Revenues (report attached): **\$1,080**

TOP 25 CODE ENFORCEMENT PRIORITIES

Prepared by Code Enforcement staff

Properties removed from Top 25:

- **352 Hillsdale St** (abandoned residence – civil infraction citations issued) – Sporadically mowed (only upon notice from city), not trimmed around structure; no progress on demolition or repair of structure. Owner notified code enforcement that sale of property is pending – new owner intends to demolish. The former owner of the adjacent business is reportedly purchasing this property on land contract. His plans for the property are unknown at this time. **Property sold 4/5/2017. House has been demolished and site restored. New owner has indicated that he plans to build a new single-family residence on the site.**
- **30 N Norwood Ave** (abandoned residence – same owner as 24 N Norwood Ave) – Evidence of renovation in progress without permits. Several people have indicated interest in purchasing but have been unsuccessful in negotiating for sale. 8/30/2016 tree fell from this property onto adjacent property – owner arranged to have it removed immediately upon notification. Use & Occupancy inspection completed February 22, 2017 for possible sale – minor deficiencies found. **Use & Occupancy Permit issued, all outstanding violations resolved.**

Top 25 Code Enforcement Priorities Remaining:

1. **23/25 N Broad St** (unmaintained/unsafe downtown building) Unresolved use & occupancy permit violations dating back to at least 2006. The structure has been posted as unsafe/unfit for human occupancy. Evidence of structural work completed without permits - county building inspection approval required prior to occupancy. 2 upper residential units and the lower north commercial unit (25 N Broad St) currently believed to be vacant or used by owner for storage. South lower commercial unit (23 N Broad St) continues to be occupied without an approved use & occupancy permit. Complaints have been received and city staff members have observed evidence of structural failure (falling bricks, cracks along foundation and outer walls, etc...). TIFA has discussed purchasing the property and either demolishing the building or repairing it and making it available for redevelopment. The planning administrator toured the building with an architect in February 2015 at their request – the architect stated, “There are serious structural, environmental, infrastructure, and code safety issues associated with the building.” He expressed concern that demolition and/or continued deterioration of this building could affect the structural integrity of the remainder of the buildings on this block to the north and recommended a detailed study by a structural engineer to determine the cause and severity of the failure. The owner had the structure evaluated by an engineer in June 2016 and his attorney submitted a copy of the report. The matter has been referred to the City Attorney. The owner’s attorney has indicated that the owner wishes to repair the structure to a usable condition. This is a desirable outcome from the City’s perspective, provided that the work is completed timely, under the supervision of a structural engineer and with the proper permits through the county inspection department. The City attorney has been in contact with the property owner’s attorney to try to find an acceptable solution for all parties involved with no progress to date. **Demolition order issued January 24, 2017 – owner given 30 days to submit a specific plan to demolish or repair the structure. Property supposedly has been**

listed for sale with Michael Mitchell (March 15 indicated he had keys and planned to get measurements so it could be listed on the MLS – not showing up as of 5/1/2017). 3/29/2017 issued Notice of Violation regarding foundation erosion caused by water from improper sloping of sidewalk (along south side of building). Owner contacted DPS on April 3 for confirmation of section of sidewalk causing the problem.

2. 48 Greenwood St (2012 fire, 2011 hoarding/solid waste violations still unresolved) – demolition permit pulled September 29, 2015 with an expiration date of January 29, 2016. As of February 3, 2016, the structure has been partially demolished and has now partially collapsed creating an even more unsafe situation. Declared public nuisance by Council on 2/15/2016 (60 days compliance order to expire April 15, 2016). County demolition permit expired March 28, 2016. This property was included in the Blight Elimination Program grant request to help the owner expedite completion of the demolition and restoration of the yard. Owner refused to sign demolition agreement and failed to bring property into compliance by 60 day deadline. Council issued demolition order at their meeting held April 18, 2016. City and County staff inspected the property on June 1, 2016 and proposed an agreement to allow the owner to fix/alter the structure in compliance with city and state building codes. The owner refused to sign the agreement. A civil infraction citation has been issued and we are waiting for notification of a hearing date in district court. We have requested that the judge order the owner to allow us access to complete the demolition if she fails to bring the property into compliance within a specified timeframe. A formal hearing was scheduled for August 18, 2016. The property owner agreed to sign an agreement at that time to complete the renovation of the structure to convert it to a garage in compliance with the building code by September 11, 2016 to bring it up to code. If they fail to complete the project by that time the City will have the authority under the agreement (and signed by the judge) to gain immediate access to complete the demolition. As of September 12 significant progress had been made on bringing the structure into compliance for use as a garage/storage building. The permit was extended thru October 2 and a progress inspection will be completed October 3 to verify that the owner is continuing to work to bring the property up to code. The County Building Inspector completed a progress inspection on November 30th and extended the building permit for another 30 days as a result of acceptable progress. There was a complaint received from a neighbor earlier in November regarding some remaining debris, tires, etc... The property owner has been contacted by code enforcement as a result and advised that all remaining debris needed to be removed and confirmed by our office before we would be able to close out the file regarding the declaration of nuisance. The owner's daughter and grandson have applied for permits to restore the house to a livable condition so that she can move back in. **3/1/2017 Owner (accidentally?) deeded property to daughter, son-in-law, grandson & one other individual. Per the daughter, the intent was for a life estate to be retained by the owner, but that is not how the deed was written.**
3. 33 Charles St (posted unfit for occupancy 2015 due to sanitation violations and lack of maintenance) Civil infractions issued on 11/24/2015 for failure to secure vacant structure (open/broken/missing windows). Owner agreed to timeline for correction of violations in exchange for civil infraction fines and costs held in abeyance. Failed to meet first deadline, fines and costs to be reinstated by Judge Lisznyai. Structure was occupied without a valid permit between February and May. Judgment filed May 20, 2016 by Judge Lisznyai reinstating fines & costs and ordering owner to bring property into compliance. Owner has

enquired with code enforcement about area property managers. Spoke with code enforcement on June 2 and agreed to have utilities turned on in his name with work commencing immediately to clean and make known repairs. Approved inspection for use & occupancy permit is required prior to occupation. Code Enforcement was contacted at the beginning of June with questions of what needed to be completed to make safe to occupy. Owner has utilities turned on in his name and has indicated that work is in progress to clean and make the structure safe to occupy. The owner requested a Use & Occupancy Permit and was inspected on November 17th, but the residence did not pass inspection. Use & Occupancy inspection completed 4/21/2017 – approved pending confirmation of water & heat (utilities not yet connected at time of inspection). **Use & Occupancy approved for 6 months for downstairs unit – exterior maintenance still need (paint).**

4. **24 N Norwood Ave** (posted unfit for occupancy) – Occupied without permit – Renovation in progress? Police confirmed occupied & issued civil infractions on 11/25/2015. Use & occupancy inspection completed 12/2/15, interior under renovation. Occupant given 10 days to complete interior repairs or vacate structure. Neither owner nor occupant has complied with deadlines given, civil infractions to be issued. Owner paid fine but has not schedule inspections. Structure no longer appears to be occupied. The owner recently started actively working to renovate the house and has applied for a permit for a new deck on the back.
5. **65 S Norwood Ave** (abandoned, unsafe residence) – New owner, complete remodel in progress. Anticipated completion date is 2/1/2016. Owner submitted timeline with completion date of August 1, 2016 to repair house & place on market. Very little visible progress as of 8/17/2016 inspection. Sent letter requesting updated timeline and permits to be pulled for repair or demolition by September 16, 2016. Property owner has requested an extension through February 2017 to complete repairs and list property for sale (cash flow shortage due nonpayment and or no sale on other projects outside Hillsdale). The building permit for this property issued by the County was renewed thru September 14, 2017. **Owner started renovation but has not made any recent progress.**
6. **58 N West St** (unrepaired damage from a 2011 meth fire in an eight-unit residential structure, now vacant) - Declared a nuisance by council on November 16, 2015 – 60 days to demolish or otherwise bring into compliance. Property sold December 15, 2015. Staff met with the new owner’s contractor on December 22 and walked through the structure to determine the extent of the damage from the fire. There was evidence that the structure had been occupied recently by squatters. The new owner has started cleaning up the property and is in discussions with planning and economic development to develop a plan for future use of the property. City Planning Administrator and Economic Development are working with the owner to develop plans and funding for repair, renovation and viable use of the building. **NEZ District established 4/17/2017.**
7. **60 N West St** (same owner as 58, 5-unit residence converted in 1948 from single family, structure posted unfit for occupancy 2014 due to lack of structural maintenance and sanitation violations) – Complete upgrade of electrical systems will be required prior to issuance of a new certificate of occupancy along with repair of all structural deficiencies per County Inspector. Declared a nuisance by council on November 16, 2015 – 60 days to demolish or otherwise bring into compliance. Property sold December 15, 2015. Staff met with the new owner’s contractor on December 22 and walked through the structure. The new owner has started work on bring the property into compliance. Staff continues to work

with owner and verify progress on cleaning up and repairing the structure. Staff continues to work with owner to develop plans and verify progress on cleaning up and repairing the structure. **NEZ District established 4/17/2017. Owner has indicated he plans to start renovation on this building first.**

8. **55 S Broad St** (posted unsafe by County Building Inspector 2009 – grass is being mowed but no other improvements made) – Property transferred November 11, 2015. New owner repaired broken windows. She has indicated that she is currently working on another project in Reading that she hopes to have finished by April, then will move forward with renovation of this property. Contacted owner April 29, 2016 regarding updated timeline – she said she was finishing up the house in Reading and hoped to start work here within 3-4 weeks. 6/23/2016 sent letter for tall grass & weeds (corrected). 8/10/2016 issued civil infraction. Owner submitted request for extension to find & secure licensed contractors to begin repairs by 2/12/2017 (within 90 days of sale of Reading house – also a rehabbed structure). **Owner is still waiting for the Reading house to sell.**
9. **178 N Manning St** (Unsafe, owner-occupied residence) – Confirmed with BPU that there is no water service to the property, but there is electrical. Property appears to be occupied (car seen in drive). Structure posted as unfit for human occupancy on November 25, 2015. Owner has indicated that the structure is not occupied. He hired a contractor to start repairs - front porch completely rebuilt. Complaints of unauthorized occupation in April – referred to police. Structure was reposted as unsafe/unfit for occupancy due to lack of water service.
10. **4/50/80 S Wolcott St** (unsafe structures, demolition debris, former dump site – future church site? Met with owner June 16 to discuss specific goals and set a tentative timeline) – owner is regularly submitting pictures of clean-up progress – dependent on volunteer labor but has made a priority. April, 2016 - Owner sent an email advising that they have a work day on the property coming up and he will send pictures of the progress. 6/17/2016 sent letter for tall grass & weeds – mowed around buildings as of 6/23/16. Spoke to owner's agent regarding possible future demolition under grant – said he would consider and let us know. **Code Enforcement will continue to monitor.**
11. **10 S Wolcott St** (owned by pastor of church that owns 4/50/80 – abandoned former tax sale house – see 4/50/80 S Wolcott St). 6/17/2016 sent letter for tall grass & weeds – mowed around buildings as of 6/23/16. **Code Enforcement will continue to monitor.**
12. **93 Griswold St** (abandoned residence – foreclosure interrupted by bankruptcy, bank has now hired a vendor to monitor property and keep it mowed) – Management company has boarded up garage and made basic structural repairs. New out-of-state owner 11/29/2016 – being sold as rent-to-own. Use & Occupancy inspection completed January 20th – significant deficiencies found. April 10, 2017 progress inspection completed – temporary permit for occupancy issued thru May 25, 2017. **May 25, 2017 progress inspection showed significant improvement. Exterior items only remaining (paint).**
13. **199/203 Griswold St** (vacant structures – yard is maintained but buildings are not. 203 was moved to this location in the 1970's and never completed). **As of January 2017, 203 has been painted and has a new roof.**
14. **4 Spring St** (abandoned residence) – work has started on making exterior repairs. Grass is mowed regularly and structure is secured. May 2016 – new windows & doors installed. Owner has submitted a tentative timeline for completion by December 2016. **Civil Infraction Notice of Violation issued 4/24/2017.**

15. **324 E Bacon St** (abandoned residence, foreclosure). **New owner (LLC out of Hudson) 12/28/2016.**
16. **22 W St Joe St** (posted unfit for occupancy 3/23/2016 – already vacant) Land contract defaulted and property abandoned by purchaser. Formerly used as duplex, planned to convert back to single family. This house is partially boarded up, the stone front porch needs to be repaired or rebuilt, and the property has not had utilities for several years. **5/22/2017 Civil Infraction Notice of Violation issued for tall grass & weeds.**
17. **38 Highland Ave** (vacant structure since 2009 or prior). Current owner purchased at tax sale 9/11/2012. Permit pulled 2013 for new windows and roof. Some improvements have been made but structure is still vacant. Civil infraction issued 8/31/2016 for grass over 10". **Code Enforcement will continue to monitor.**
18. **155 N Manning St** (vacant structure since 2012 or prior). Current owner purchased from Freddie Mac (foreclosure) 10/23/2012 with the intention of repairing and either selling or renting (probably student housing – College area). Only progress to date has been demolition of unsafe porch roofs and (partial) removal of dead trees. Owner has indicated that he intends to repair the exterior by February of 2017 then start work on renovating the interior. Code enforcement has received complaints that the structure is not adequately secured against trespassers. **Code enforcement is working with the owner and police to ensure that this problem is resolved.**
19. **72 S Broad St** (vacant structure – posted unsafe by county inspector 11/9/2012). Current owner purchased 5/16/1985, sold on land contract 4/1/2010. The purchaser defaulted after the structure was posted unsafe. Permits were pulled for renovation and repairs 6/23/2014 but little to no progress was made other than general clean-up of the exterior. Now listed for sale, property is to be sold “as is” with the understanding that the new owner would be responsible for bringing the structure up to code. Owner has indicated that if it does not sell by 4/5/2017 they will sell it at auction. **Property has not been sold as of 5/1/2017.**
20. **16 Hillsdale St** (former depot, part occupied by Hillsdale Feed Co – owner is attempting to purchase part of adjacent railroad property for parking & building expansion and renovation). Economic Development is assisting owner in getting cooperation from RR/MDOT for purchase of adjacent property.
21. **40 Budlong St** (dilapidated garage, 2010 Use & Occupancy Permit never approved due to unresolved violations – owner-occupied residence). At least three civil infraction tickets have been issued since 2015 with no correction other than to close the broken garage door.
22. **115 E Bacon St** (Stock’s Mill) – Marvo Properties became the owner on August 27, 2015, and they have made significant progress toward cleaning up the exterior property area.
23. **25 Hillsdale St** (future Hillsdale Brewery) – Sale has been finalized and renovation started. Site plan was approved by the Planning Commission at their April meeting and preliminary building permit has been issued. Owner is working on finalizing plans for the 1st phase of the renovation (front of building – to be used for Brewery). Rear/warehouse portion will be completed in later phases. Planning/Zoning and Economic Development Departments continue to work with the owner to facilitate renovation (OPRA certificate approved by STC; TIFA façade grant/restaurant attraction program work in progress).
24. **Pending.**
25. **Pending.**

Staff will continue to work with legal counsel to determine the best procedure to follow in each case to obtain court orders to bring properties into compliance where the owner has not been willing and/or able to do so and the violations are presenting a public safety concern. A full report will be made in any case where Council action is required to move forward.



006-227-255-25

30 N NORWOOD AVE

2017-06-01 CODE ENFORCEMENT



006-227-255-25

30 N NORWOOD AVE

2014-05-02 CODE ENFORCEMENT



006-222-229-21

352 HILLSDALE ST

2017-06-01 CODE ENFORCEMENT_4



006-222-229-21

352 HILLSDALE ST

2015-08-11 CODE ENFORCEMENT

Category Detail Report

06/01/2017

Permit #	Owner	Address	Fee Total	Amount Paid
PUO2017-101	AVERY, AARON A & CHRISTY J	56 CHARLES ST	\$25.00	\$25.00

Total Fees For Type: \$25.00
Total Permits For Type: 1

BANNERS

Permit #	Owner	Address	Fee Total	Amount Paid
PTS2017-026	BAKER, GRANT G & CATHERIN	16 HILLSDALE ST	\$5.00	\$5.00
PTS2017-006	FIRST UNITED METHODIST CH	45 N MANNING ST	\$0.00	\$0.00
PTS2017-016	FIRST UNITED METHODIST CH	45 N MANNING ST	\$0.00	\$0.00

Total Fees For Type: \$5.00
Total Permits For Type: 3

FREE-STANDING SIGN

Permit #	Owner	Address	Fee Total	Amount Paid
PS2017-009	ARCHIE REAL ESTATE LLC	301 ARCH AVE	\$75.00	\$75.00
PS2017-012	MC EACHRAN, MATTHEW S &	13371 W CARLETON RD	\$75.00	\$75.00
PS2017-014	COBRA HOLDINGS, LLC	240 URAN ST	\$75.00	\$75.00

Total Fees For Type: \$225.00
Total Permits For Type: 3

MULTI-FAMILY RESIDENTIAL

Permit #	Owner	Address	Fee Total	Amount Paid
PUO2017-091	SALYER, MARVIN G & MELISSA	33 CHARLES ST (DOWN)	\$25.00	\$25.00
PUO2017-108	CLARK, MICHAEL R	41.5 S HOWELL ST (GARAGE)	\$0.00	\$0.00

Total Fees For Type: \$25.00
Total Permits For Type: 2

MULTI-FAMILY RESIDENTIAL OVER 4 UNITS

Permit #	Owner	Address	Fee Total	Amount Paid
PUO2017-103		GREENWOOD VILLAGE LDHA 328 VILLAGE GREEN BLVD	\$25.00	\$25.00
PUO2017-104		GREENWOOD VILLAGE LDHA 348 VILLAGE GREEN BLVD	\$0.00	\$0.00
PUO2017-105		GREENWOOD VILLAGE LDHA 353 VILLAGE GREEN BLVD	\$0.00	\$0.00
PUO2017-106		GREENWOOD VILLAGE LDHA 447 VILLAGE GREEN BLVD	\$0.00	\$0.00

Total Fees For Type: \$25.00
Total Permits For Type: 4

RESIDENTIAL

Permit #	Owner	Address	Fee Total	Amount Paid
PF2017-005	BURR, CHERYLE	22 LEROY ST	\$25.00	\$25.00
PF2017-003	GUCKER, DIANA K	67 SALEM ST	\$25.00	\$25.00
PF2017-004	BENNETT, GREGORY S & CARC	56 W SOUTH ST	\$25.00	\$25.00

Total Fees For Type: \$75.00
Total Permits For Type: 3

SINGLE-FAMILY RESIDENTIAL

Permit #	Owner	Address	Fee Total	Amount Paid
PUO2017-097	KNOPPS, MARY	13.5 FRISBIE ST	\$25.00	\$25.00
PUO2017-109	WELLS, DEBORAH S	33 W HALLETT ST	\$50.00	\$25.00
PUO2017-013	JANSEN, PENNY E	104 HILLSDALE ST	\$25.00	\$25.00
PUO2017-116	KING, THOMAS G & EMMALINI	93 S MANNING ST	\$25.00	\$25.00
PUO2017-110	TRUMBLE, OMER GUY & ANIT	9 MARION ST	\$25.00	\$25.00
PUO2017-115	POTOK, TAMMY	48 RIVER ST	\$50.00	\$25.00
PUO2017-072	MARCH, BRIAN	6 W SHARP ST	\$50.00	\$25.00

Total Fees For Type: \$250.00
Total Permits For Type: 7

STUDENT HOUSING/FRAT/SORORITY

Permit #	Owner	Address	Fee Total	Amount Paid
PUO2017-099	DAME PROPERTIES, LLC	117 HILLSDALE ST	\$25.00	\$25.00

Total Fees For Type: \$25.00
Total Permits For Type: 1

WALL SIGN

Permit #	Owner	Address	Fee Total	Amount Paid
PS2017-011	REM OF HILLSDALE LLC	164 LEWIS ST	\$100.00	\$100.00
PS2017-013	CREATIVE CONSTRUCTS, INC	42 UNION ST	\$100.00	\$100.00

Total Fees For Type: \$200.00
Total Permits For Type: 2

Zoning Review

Permit #	Owner	Address	Fee Total	Amount Paid
PZ2017-015	BIGGS, JULIE	168 S BROAD ST	\$25.00	\$25.00
PZ2017-016	INGLES FAMILY LIMITED PART	3220 W CARLETON RD -3240 EVEN	\$100.00	\$100.00
PZ2017-002	CITY OF HILLSDALE	60 W FAYETTE ST VACANT	\$100.00	\$100.00

Total Fees For Type: \$225.00
Total Permits For Type: 3

Report Summary

Population: All Records

Permit.DateIssued in <Previous month>
[05/01/17 - 05/31/17]

Grand Total Fees: \$1,080.00

Grand Total Permits: 29

Report Filter Query:
Permit.DateIssued in <Previous month> [05/01/17 - 05/31/17]

Hillsdale Board of Public Utilities
Regular Meeting

May 9, 2017

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

Board Members Present: Mr. Bob Batt, Vice-President
Mr. Barry Hill
Mr. Chris Sumnar
Ms. Lois Howard

Board Members Absent: None

Others present: Mike Barber, Director; Stephen M. French, Secretary to the Board; Scott Sessions, Mayor; Bill Briggs, Water Distribution Superintendent/WWTP Supervisor; Don Reid, Hillsdale Daily News, David Mackie, City Manager; and Bonnie Tew, Finance Director.

MINUTES

Mr. Sumnar requested the minutes from the April 11, 2017 meeting be amended to include the motion and vote that was made to approve the Electric Cost of Service Study and Rate Design Study.

Ms. Howard, supported by Mr. Hill, moved to approve the minutes of the April 11, 2017 regular meeting with the above addition requested by Mr. Sumnar.

Motion carried by unanimous voice vote.

BILLS PAYABLE

Mr. Sumnar questioned the payments to Doberman Technologies and Operation Roundup. Director Barber stated the payment to Doberman Technologies was for computer services that were previously paid to Nonik Technologies. Mr. Barber also reported the payments for Operation Roundup were for donations received from customers that were forwarded to the Community Action Agency for payment assistance for those in need.

Moved by Mr. Hill, supported by Mr. Batt to approve the above March bills in the amount of \$240,902.05.

Roll call:	Mr. Batt	Aye
	Mr. Hill	Aye
	Ms. Howard	Aye
	Mr. Sumnar	Aye

Motion passed 4-0.

Moved by Mr. Hill, supported by Mr. Sumnar, to approve the March MSCPA bill usage in the amount of \$722,667.67.

Roll call:	Mr. Batt	Aye
	Mr. Hill	Aye
	Ms. Howard	Aye
	Mr. Sumnar	Aye

Motion passed 4-0.

MARCH FINANCIAL REPORT

Finance Director Tew noted the monthly financial report was included in the meeting packet. Ms. Tew stated the numbers in the report may change slightly as the software conversion project continued. Ms. Tew also reported the City Council had scheduled a public hearing for May 15, 2017 to receive public comments on the FY2018 budget, with final approval of the budget scheduled for June 5, 2017.

DIRECTOR'S REPORT

1. Director Barber reported the demolition of the damaged clarifier at the wastewater treatment facility would be completed by the end of the week.
2. Director Barber also informed the Board of personnel changes that were being implemented in the coming week. Mr. Barber reported Bonnie Tew and Kay Freese would relocate their offices from City Hall to the BPU building. Mr. Barber stated that Ms. Tew would also become the Office Manager for the BPU, in addition to her duties as Comptroller and Finance Director. Mr. Barber also reported City Clerk French would be assigned duties as Secretary to the Board.
3. Director Barber announced the annual MSCPA meeting would be held at Olivia's Restaurant in Jonesville on July 12, 2017 at 5:00 p.m. Mr. Barber stated notices for the event for board members and staff would be distributed in the near future.

ITEMS

1. Election of Officers and Committee Appointment

Mr. Sumnar, seconded by Ms. Howard, moved to approve the following officer appointments:

- Mr. Hill as Board President
- Mr. Batt as Board Vice-President
- Mr. French as Secretary to the Board

Roll call:	Mr. Batt	Aye
	Mr. Hill	Aye
	Ms. Howard	Aye
	Mr. Sumnar	Aye

Motion passed 4-0.

President Hill stated he would review the committee assignments and report back to the board at the June meeting.

2. Board Member Replacement Recommendation

Mr. Batt, seconded by Mr. Howard, moved to recommend the appointment of Mr. Eric Hoffman to the BPU Board of Directors. By a voice vote, the motion passed unanimously.

3. Resolution 204: Honoring Duke Anderson for his years of service as a member of the Board of Directors

Mr. Batt, seconded by Mr. Sumnar, moved to adopt Resolution 204 honoring Mr. Duke Anderson for his many years of service to the BPU.

Roll call:	Mr. Batt	Aye
	Mr. Hill	Aye
	Ms. Howard	Aye
	Mr. Sumnar	Aye

Motion passed 4-0.

4. Update to Rules and Regulations: Deposit Structure Change

Director Barber reviewed the current policy that established the deposit rates for new customers to the BPU. Mr. Barber stated an average, monthly cost for the specific address from the previous 12 months of service; then, the customer was assigned a "1" or "2" score, based on the customer's credit history. Mr. Barber reported the "1" would be an acceptable, higher credit score, while the "2" would indicate past late payments or outstanding balances to other utilities. Mr. Barber stated the deposit was calculated by multiplying the average monthly usage costs by the "1" or "2" credit score.

Director Barber stated the current deposit structure was problematic, as a previous tenant or home owner could have used significantly more electricity or water usage than the new resident, creating an unnecessarily high deposit charge. Mr. Barber also indicated the use of the "2" multiplier could generate deposit rates exceeding \$500-\$600.

Director Barber stated the new recommended deposit schedule would establish a set rate based on the customer's credit risk percentage using the ONLINE Utility Exchange portal. Mr. Barber presented the following amounts based on comparisons from other area utilities:

0.0% - 10.0%	No Deposit Required
10.1% - 25.0%	\$100.00
25.1% - 50.0%	\$175.00
50.1% - 75.0%	\$225.00
75.1% - 100.0%	\$400.00

Director Barber also reported that after 18-months, any accounts in good standing with no late fees or penalties with on-time payments, would have the deposit fees credited to the customer's account.

Mr. Hill questioned what was included in the BPU's current policy of returning customer's deposit payments. Mr. Barber stated deposit payments were returned to customers only after discontinued service. Mr. Barber stated he would review the current deposit payment policy and payment histories to determine if any accounts could be eligible for credit.

Mr. Sumnar, seconded by Mr. Batt, moved to recommend the City Council approve an update to the BPU Rules & Regulations involving the Deposit Structure Charges.

Roll call:	Mr. Batt	Aye
	Mr. Hill	Aye
	Ms. Howard	Aye
	Mr. Sumnar	Aye

Motion passed 4-0.

5. South Street Water Tower Maintenance and Painting

Director Barber stated staff had received bids for the preventative maintenance and repainting of the South Street water tower that had last been repainted in 1997. Mr. Barber indicated the low bid had been received from Seven Brothers Painting in the amount of \$266,400. Mr. Barber also reported the project would also include the installation of a mixer in the tower to improve water quality.

Mr. Barber recommended approval of a contract with Dixon Engineering in the amount of \$24,500 to provide project management and inspection services for the project.

Mr. Barber noted the project was included in the FY2018 budget; however, approving the contract prior to the new budget year would allow the construction project to be scheduled for later in 2017 and would lock-in the project costs.

Mr. Briggs stated the water tower would be placed out of service for approximately one month and the system would be regulated using the water tower in the Industrial Park.

Mr. Batt, seconded by Ms. Howard, moved to recommend the City Council approve a contract with Seven Brothers Painting in the amount of \$266,400 for the preventative maintenance and repainting of the South Street water tower; and, a contract with Dixon Engineering in the amount of \$24,500 to provide project management and inspection services for the project.

Roll call:	Mr. Batt	Aye
	Mr. Hill	Aye
	Ms. Howard	Aye
	Mr. Sumnar	Aye

Motion passed 4-0.

DEPARTMENT PROJECT PROGRESS REPORTS

Director Barber stated the cooling tower chemical injection system had been installed for the engine project at the power plant. Mr. Barber stated all of the applications had been to the MDEQ (Michigan Department of Environmental Quality) and the BPU would wait to order the necessary chemicals until the MDEQ approval is received. Mr. Barber stated the cooling towers should be operational by June 2017.

Director Barber stated the city had received quotes for the high-rise substation project and SSOE Group was reviewing the bid responses.

Mr. Briggs provided updated information on the construction of the new clarifier at the wastewater treatment plant. Mr. Briggs stated the work continued on the reconstruction of the solids building and noted the utility had not received any MDEQ violations throughout the past 60 days.

Mr. Briggs also reported on 70,000 gallons of debris that was left in the anaerobic digester that required clearing prior to the planned improvements. Mr. Briggs stated most of the debris were products that had been sent through the wastewater system and were not degradable. Mr. Briggs stated the accumulation of the non-degradable products would require the utility to expend in excess of \$100,000 to remove the debris from the digester. Director Barber noted the funding for the cleaning could be taken from the contingency monies allocated within the project and approved through a change order.

Director Barber reported the only electrical outage of note was in the Industrial Park area on April 8, 2017 most likely caused from a lightning strike.

Ms. Howard questioned the report of a leaking, iron service line. Mr. Briggs reported the line was on the customer side of the curb and would be the responsibility of the customer to replace. Mr. Briggs stated the utility included additives in the water system to limit the potential effects of lead or iron services lines.

Mr. Hill questioned if the BPU continued to investigate any potential water leak locations throughout the system. Mr. Briggs stated the potential leak detections had been centered on larger, commercial user connections although residential connections were reviewed as time permitted.

BOARD MEMBER ROUNDTABLE

Mr. Batt noted that of 68 delinquent utility bill liens, only 4 were commercial accounts and 64 were residential customers.

Mr. Batt and Mr. Hill both congratulated Director Barber and the BPU staff for the Excellency in Reliability Award that had been received from the American Public Power Association (A.P.P.A.)

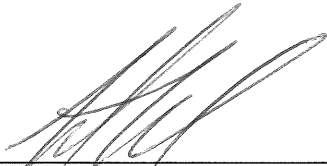
PUBLIC COMMENT

Mr. Briggs encouraged everyone to contact the BPU in the event of a power outage. Mr. Briggs stated that an outage could just affect one home, so the thought that someone else would call in the event of an outage would be a mistake.

ADJOURNMENT

Moved by Mr. Sumnar, supported by Ms. Howard to adjourn meeting. By a roll call the motion passed unanimously.

The meeting was adjourned at 7:57 p.m.



Stephen M. French, MMC
Secretary to the Board

MINUTES APPROVED: JUNE 13, 2017

AGREEMENT

This Agreement is made between Heather Tritchka, an individual whose address is 4 Charger Lane, Hillsdale, Michigan 49242 (“Artist”), and the City of Hillsdale, a Michigan Municipal Corporation whose address is 97 North Broad Street, Hillsdale, Michigan 49242 (“City”), and is made on the date it has been executed by both parties.

RECITALS

- A. Artist wishes to donate a Statue of Winona (“Statue”) to the City;
- B. Artist desires that the Statue be displayed prominently, or else be returned to her and her heirs; and
- C. City desires to maintain and display the Statue in Mrs. Stock’s Park.

The parties agree as follows:

1. Artist agrees to donate the Statue to the City.
2. City agrees to display the Statue in Mrs. Stock’s Park at a location approximately 100 feet from Bacon Street and approximately 20 feet to the West of the service road on a flat area where tennis courts were once located (“Intended Location”), or in another location and under such conditions as the parties may mutually agree.
3. In the event that the Statue is moved from its Intended Location and not placed in another location and under such conditions as the parties may mutually agree, City agrees to return the Statue to Artist, or, if Artist has died or is incapacitated, to her heirs at law, or to any another person or entity whom Artist may designate in writing.
4. City shall be responsible for all of Artist’s attorney fees, legal expenses, and other expenses incurred in protecting and enforcing her rights under this Agreement in the event that a court of competent jurisdiction determines that the City has acted unreasonably.
5. Notices shall be deemed to be given if and when mailed, with postage prepaid, to the parties’ respective addresses appearing on the first page of this Agreement, or to another address that either party may designate in writing, or if and when delivered personally.
6. This Agreement contains the entire agreement and understanding of the parties, surpassing all prior communications, either written or oral, concerning the subject matter of the Agreement. No provision of this Agreement may be modified except in a writing signed by both parties. Artist shall not be deemed to have waived any provision of this Agreement unless she does so in a writing signed by her.
7. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if one or more of the provisions of this Agreement is subsequently declared invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the

validity or enforceability of the remaining provisions of this Agreement. In the event of such declaration of invalidity or unenforceability, this Agreement, as so modified, shall be applied and construed so as to reflect substantially the intent of the parties and achieve the same effect as originally intended by its terms. If the scope of any provision to this Agreement is deemed unenforceable by a court of competent jurisdiction, the parties agree to the reduction of the scope of the provision as the court deems reasonably necessary to make the provision enforceable under the circumstances.

8. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.
9. The persons signing below represent and warrant that they have the authority to execute this Agreement on behalf of the party they represent.

This agreement is executed on the date it has been signed by both parties:

ARTIST:

Heather Tritchka

Dated: _____, 2017

CITY:

Name: _____
Title: _____

Dated: _____, 2017

AGREEMENT FOR USE OF PARK

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (City) and Sara Berry, of 50 W. St. Joe St., Hillsdale, MI 49242 (Renter) this ____ day of June, 2017.

Preamble

The City owns, regulates and is responsible for the use, care and maintenance of parks within its corporate boundaries and otherwise under its jurisdiction. Renter is desirous of utilizing Mrs. Stock's Park for and in connection with a wedding ceremony and reception. Approximately 170 people are expected to attend or participate. The event is to take place on July 15, 2017 and Renter shall have nonexclusive access to the park commencing at 7:00 a.m. and ending at 11:59 p.m. on that date. Renter shall be solely responsible for the provision of a tent, tables and chairs for the use of attendees and participants at their sole expense. To that end, Renter will be solely responsible for contracting or otherwise providing any tent, tables and chairs that they intend to use. Renter shall also be solely responsible for the provision of any food and drink for her guests' consumption. Renter shall be solely responsible for the quality and safety of each of the foregoing at her sole expense and on the terms and conditions hereinafter set forth:

Agreement

1. In consideration of the payment of a Park Usage Fee of \$400.00 and the posting of a \$150.00 damage deposit, receipt of which is hereby acknowledged, City agrees to allow Renter to use Mrs. Stock's Park on a nonexclusive basis on July 15, 2017 commencing at 7:00 a.m. and ending at 11:59 p.m. on that date solely for the purposes and on the terms and conditions stated in the Preamble and herein, all of which the Renter acknowledges, accepts and agrees are binding on her..
2. Renter hereby assumes, agrees to be and shall be solely responsible for the control and supervision of the proposed event and all associated activities within Mrs. Stock's Park during the term of the usage agreement.
3. Renter acknowledges the pristine nature of the park, and the fragility, delicateness, and vulnerability to damage of many of the features within the park, including but not limited to the structures, flowerbeds, flowers and other plantings within it; Renter assumes responsibility for the protection of such improvements from damage during its presence in the park under the agreement.
4. Renter acknowledges that that there are no restroom facilities at Mrs. Stock's Park other than a single portable unit, and that the City does not and will not provide tents, tables, chairs or other equipment for use by Renter, her agents, servants, employees, guests, invitees, event attendees or participants during the time of the scheduled event. Renter further acknowledges that she, at her sole expense, shall provide additional portable restroom facilities as are necessary to meet the needs of those in attendance, as well as any a tents, tables, chairs and related equipment as she may require for use during the scheduled event;

provided that no attachments of any facilities, tents or other equipment will be made to any paved surfaces within the park.

5. Renter agrees that she shall, at her sole expense, remove or cause the removal all portable restroom facilities, tents, tables, chairs and other items that she places or causes to be placed in Mrs. Stock's Park as soon as possible following the event but, in no case later than 12:00 p.m. on July 16, 2017. Renter further agrees that she, at her sole expense, is and shall be solely responsible and liable for the repair and restoration of any damage caused by her and/or her agents, servants, employees, guests, invitees and event attendees and participants to private or public property, including the park or any part thereof, as well as all costs associated therewith.

6. Renter agrees to and shall, at the conclusion of her event and at her sole expense, clean up and remove or cause the clean up and removal of all garbage, trash, litter and other items that are placed or left in the park by her, her agents, servants, employees, guests, invitees and event attendees and participants.
 - A. Renter shall complete or cause the completion of the cleanup and restoration no later than 12:00 p.m. on July 16, 2017 and leave the park in a condition equal to or better than existed immediately prior to her event; provided, that should Renter fail to complete or cause the completion of all such cleanup and restoration as provided herein, the City may, if it so elects, complete the cleanup and restoration at Renter's expense.

 - B. In the event the City completes the cleanup and restoration by reason of Renter's failure to do so, Renter agrees and acknowledges her responsibility and liability for the payment of an amount equal to the labor and equipment costs that the City incurs in completing or contracting for the cleanup and restoration of the property to a condition that is equal to that which existed immediately prior to the event, plus an administrative charge of 10%. All such costs and expenses shall be charged against and deducted from the \$150.00 damage deposit that Renter has posted, and in the event such damage deposit is not sufficient to cover all such costs and expenses, Renter hereby agrees to promptly pay any deficiency.

7. Renter represents that the name, address and telephone number of Renter's authorized representatives are as follows:

Sara Berry

Address: 50 W. St. Joe St.
Hillsdale, MI 49242

Telephone Number: 517-610-3766

8. At the time of execution of this Agreement and as a condition precedent to its effectiveness, Renter shall provide City with proof of public liability and property damage insurance with a single limit of liability for bodily injury and property damage of not less than Five Hundred Thousand and 00/100 (\$500,000.00 each), with City designated therein as a named insured.
9. Renter agrees to and shall defend, indemnify and hold City harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses resulting from actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature that are or are claimed to be a proximate result of the Renter's negligence, gross negligence or intentional acts or omissions and/or the negligence, gross negligence or intentional acts or omissions of her agents, servants, employees, guests, invitees, event attendees or participants that occur because of, during, or that otherwise arise or are claimed to have arisen as a result of Renter's use of such reserved area and/or the use of any portable restroom facilities, tents, tables, chairs, other equipment, food or drink placed or provided by Renter or any of her agents, servants, employees, guests, invitees, event attendees or participants, whether or not such damages or injuries, including death, are claimed or proven to have been caused in part by the alleged or actual negligence, gross negligence or intentional acts or omissions of Hillsdale, its employees, agents, servants, or representatives; provided, however, that Renter shall not be obligated to indemnify the City of Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence, gross negligence or intentional acts or omissions of the City of Hillsdale, its employees, agents, servants, or representatives.
10. Renter further represents and covenants that she does not discriminate against any employee or applicant for employment, and shall not discriminate against any member of the general public that will participate in the event it is staging under the agreement or any other member of the public because of race, color, religion, national origin, age, height, weight, marital status or other legally protected class. It is understood and agreed by and between the parties that breach of the covenant may be regarded as a material breach of the agreement.
11. Renter acknowledges and agrees that all documents she has provided or hereafter provides to City of Hillsdale in connection with or regarding the contract, its performance and compensation are subject to disclosure under the Freedom of Information Act and Renter hereby expressly consents to the City's reproduction and release of such documents, in whole or in part, in response to a Freedom of Information Act request, a court or administrative order, or as the City, in its sole discretion, elects.
12. The parties agree that there are no other representations, inducements, promises or agreements between her, whether oral or written.
13. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. City and Renter further agrees that in the event of legal action arising from or as a result of the Agreement, 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

RENTER

Scott Sessions, Mayor
June ____, 2017

Sara Berry
June ____, 2017

Stephen French, City Clerk
June ____, 2017

Economic Development Services
City of Hillsdale

PROGRESS REPORT
May 2017

The current contract for delivery of economic development services by Hillsdale Policy Group (HPG) for the City of Hillsdale was renewed on December 1, 2016. As specified in the contract, Mary Wolfram, vice-president of HPG, was present, on-site in City Hall, approximately twenty-four hours per week from May 1, 2017 to May 31, 2017. On-going projects continue in an effort to increase economic activity in Hillsdale.

New Business:

Assistance has been provided to the new Hillsdale Craft Supply store, soon to open. Information was provided to a new downtown business slated to open: Small Town - Sweet Boutique. A business relocating to Hillsdale has requested assistance in finding office space.

On-Going Projects:

TIFA: TIFA has joined the League of Historic American Theaters (LHAT) to network and receive information on renovation and management options for the Dawn Theater. The liquor license has been transferred from the previous owners to TIFA. The RFP for redevelopment for the Keefer House did not result in any acceptable proposals, but efforts continue to procure a developer. Care of the building continues. A Request for Qualifications (RFQ) will be developed and published. Assistance continues to procure financing and a bridge loan for the new microbrewery. Information on the Placemaking plans are communicated to downtown business owners. The TIFA Targeted Development committee continues to refine business attraction programs; ads are running. Information is being provided on the City website and to new businesses.

NEZ: Assistance is being provided for a new applicant and a current holder for State Tax Commission documentation.

Fiber: Efforts continue to make high speed optic fiber available to residents and businesses, and to attract technology companies.

EDC: Information was provided to the Michigan Economic Developers Association (MEDA) on the Paragon expansion and the Qualite Edison Award for the MEDA certified business park newsletter along with information for a new brochure to market the Manufacturing Park. Information was provided to an inquiry regarding Three Meadows property. Reimbursement for environmental costs was procured for the new owner of 221 Industrial Drive.

Grants: A letter of interest was received from MEDC to fund a complete rehabilitation for the Dawn Theater. A grant application was submitted to the Hillsdale Community Foundation for the local match that is required for purchase of projection equipment.

MEDC: Building owners interested in an MEDC Façade Grant are being assisted. Renovations and grant administration continue at 42 Union Street. The Part I MEDC application has been completed and a Request for Qualifications (RFQ) for architectural and engineering services for rehabilitation of the Dawn Theater is being developed for publication.

Project Rising Tide (PRT): Uses for a new Pure Michigan promotional video produced by MEDC are being explored along with adoption of the new Branding materials. Under the direction of Place & Main consultants, an Economic Development Strategy for the City is being finalized.

Events: Assistance was provided to the Heritage Association to plan Art Around Town. Assistance is on-going to plan other possible events in Hillsdale.

Available properties: Efforts continue to get all vacant commercial properties developed, including second floor rentals in downtown buildings. Information is provided to prospective developers and is posted on the City website.

Marketing: The City is working with CGI to update the videos that are on the website. Content areas are being developed, scripts are being re-written and shot locations decided. The City brochure is being updated and reprinted. Events/news is shared on the City Facebook & website. A list of Hillsdale restaurants was distributed at the Field of Dreams baseball tournament.

Planning and Zoning: Medical marijuana laws are being researched and a presentation given to Planning Commission.

Legislation: Legislation is followed regarding economic development opportunities, energy policy, environmental concerns, etc.

College connection:

Graduation and Alumnae events were attended. Assistance has been provided for college entertainment events and new employee housing.

Meetings/Events

May 5, 2017	Art Around Town; Oak Grove cemetery dedication & ghost walk
May 6, 2017	Kingdom Geekdom grand opening and Free Comic Book Day “Most Popular Beer & Wine Tasting” event at fairgrounds
May 9, 2017	TIFA Targeted Development committee
May 12, 2017	Frederick Douglas statue dedication, Hillsdale College
May 13, 2017	Hillsdale College graduation events
May 16, 2017	TIFA regular meeting; Planning Commission regular meeting
May 20-21, 2017	Field of Dreams Baseball Tournament
May 23, 2017	TIFA Targeted Development committee, regular meeting

Upcoming Events:

June 27, 2017	Concerts in the Park: Band of Tara: Mrs. Stock’s Park: 7:00 pm
June 30, 2017	Movies in the Park: The Lego Batman Movie, beginning at dark
July 3, 2017	The Great American Parade: downtown Hillsdale: 6:00 pm
July 16, 2017	Chamber of Commerce: Summerfest at the County Fairground

CITY OF HILLSDALE



Economic Development Corporation
97 North Broad Street
Hillsdale, Michigan 49242-1695
(517) 437-6449

EDC MINUTES **REGULAR MEETING** **CITY HALL, 97 N. BROAD ST., 2ND FLOOR** **April 20, 2017 at 7:30 am**

Members Present: Barry Hill, Matt Granata, Dean Affholter, Gary Wolfram, Amanda Janes, David Loader, Victoria Bergen

Members Absent: J.J. Hodshire

Excused: Ed Sumnar, David Foulke

Others Present: David Mackie, City Manager, Alan Beeker, Zoning & Planning Administrator, Kelly LoPresto, Administrative Assistant, Sue Smith, Economic Development Partnership of Hillsdale County

Meeting called to order at 7:30 am

A. CONSENT AGENDA:

1. Approval of Minutes: Regular EDC Meeting February 16, 2017
2. Financial Statements as of March 31, 2017 – tabled until next meeting on June 15, 2017.
3. Economic Development Partnership Reports – moved to old business

Gary Wolfram moved to accept minutes as presented. Dean Affholter seconded. Motion passed. Financial statements as of March 31, 2017 tabled until next meeting on June 15, 2017.

B. PUBLIC COMMENT ON AGENDA ITEMS

No Public Comment

C. NEW BUSINESS

1. Board Member Updates – David Foulke submitted his resignation. Alan Beeker suggested John Condon as David Foulke's replacement on EDC.

Dean Affholter moved to accept David Foulke's resignation from Economic Development Corporation. Amanda Janes seconded. Motion passed.

Gary Wolfram moved to accept John Condon as a replacement for David Foulke. David Loader seconded. Motion passed

2. Officers Elections/Committee Assignments will be done at next EDC meeting on June 15, 2017. Please forward recommendations to Barry Hill, chairperson.

At the next EDC meeting elect officers and do committee assignments.

3. Brownfield Redevelopment Authority Assignments -

Dean Affholter moved to reappoint current members (Gary Wolfram, Matt Granta, Amanda Janes, and David Loader. Gary Wolfram seconded. Motion passed.

Alan Beeker and Kelly LoPresto will set up a meeting for Brownfield Redevelopment Authority.

D. OLD BUSINESS

1. Economic Development Partnership Reports – Sue Smith presented information and went over reports that were included in the packet.
 - o Sue had a discussion with Troy from MDOT railroad and he advised the rail doesn't go directly to specific businesses. MDOT Railroad does have a location behind Norm's Tire in Jonesville that can be accessed for loading and unloading at a cost for businesses.
 - o Fiber – City of Marshall has decided to provide fiber connection to all residents and businesses.
2. Local Development Finance Authority (LDFA) – Kelly LoPresto & Alan Beeker will contact members and set up meeting.

E. COMMITTEE REPORTS

1. Three Meadows/ Architectural Control Committee
 - a. HCISD
 - i. Lot Purchase – signed purchase agreement will have closing date soon
A title search has been started.
 - ii. House Update – 85% complete (Mid-May list with realtor and on market by end of May)
*Once closing is done EDC will own less than 50 percent do will need to create a homeowners association. Funds from sale of Three Meadow lots stay with EDC to promote Three Meadows. Check to see in financials where money from lot sales are going.
 - b. House Square Footage Requirements – passed out information regarding updating Rights & Restrictions to:
 - Residences designed for construction on Lots 1 thru 22 in Three Meadows Subdivision will be required to have the following minimum square footage; to wit:
 - One-story residences: 1,800 square feet of finished living area will be required on ground level. (Main floor)
 - One and one-half story residences: 2,300 square feet of finished living area will be required with at least 1,500 square feet of finished living area required on the first floor.

- Two-story and multi-story residences: 2,400 square feet of finished living area will be required above grade level, with at least 1,200 square feet of finished living area required on the first floor.
- The phrase “finished living area” as used in this Section shall include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy computed on outside measurement of the residence. The term shall not include any garage, porch or attic finished or unfinished. No residence erected on any lot shall be more than thirty-five (35’) in height.
- Each Residence shall include at least an attached two-car garage.
- All exposed front foundation walls must be covered with material such as brick, stone, Exterior insulation and finishing systems (EFIS) or material approved by City of Hillsdale, Michigan Economic Development Corporation. All corner lots with exposed foundation walls facing any side street shall be brick, stone, EFIS or material approved by City of Hillsdale, Michigan Economic Development Corporation. All driveways must be constructed of concrete, brick, paving stone, or laid stone. Fireplace chimneys shall be covered with material approved by City of Hillsdale, Michigan Economic Development Corporation.

Gary Wolfram moved to have David Mackie and Alan Beeker start the amendment process of house square footage requirements to above language for second amendment to include the above. Dean Affholter seconded. Motion passed.

- c. Lot Configuration –Five lots left. A few lots were partial and lots have been combined. Three lots were not combined.
- d. List Lots with Realtor/Active Marketing – Discussed the option to send out an RFP for a realtor to list remaining five lots at Three Meadows. EDC members advised to pursue.
- e. Proposal for Lot & Street Clearing – passed out bids.

Gary Wolfram moved to approve Bill’s Lawn Care bid in the amount of \$2,500 to complete lot and street clearing from Three Meadows to Bacon Street. David Loader seconded. Motion passed.

EDC asked for an updated map of Three Meadows – will include in next packet. Discussion on pursuing path from Three Meadows to Perennial Park, Hillsdale Senior Services Center to take place with Jake Hammel from DPS and Terry Vear, Executive Director, Perennial Park for a golf cart/walking path.

2. Manufacturing & Technology Park

- a. 221 Industrial Update – Core Coyle Composites LLC which is a plastic extrusion company and they make insulated panels on RV’s. They are still working on building. Owner is using part of building which created nine or ten jobs. Owner is willing to rent out part of the building.

- b. Paragon Expansion Update – Paragon is hoping to be done by end of summer with the expansion. Paragon was offered an attractive package from state and local organizations to help keep the company here in Hillsdale. It is a 20 million dollar expansion which will create 50 jobs.
 - c. Active Marketing for Three Meadows and Manufacturing Park. Mr. David Mackie, Alan Beeker, and Kelly LoPresto will gather information and put together a marketing proposal to bring back to EDC. It was suggested to see about an agreement with Board of Realtors. Sue Smith advised she will put Three Meadows & Manufacturing Park lots for sale on EDP website.
 - d. Amanda Janes presented information on the Hillsdale County Early/Middle College program and advised upcoming community member meetings as well as meeting with parents and students throughout Hillsdale County.
3. Business Review Committee/Other Projects
 - Jake Hamel, Advisor for Hillsdale High School Robotics Team is going to see if Hillsdale High School Robotics team can present on June 15th at EDC meeting.
 - Manufacturing Park directional signs – Republic isn't interested in moving sign. The contract needs to be renewed. When re-do contract include cost of moving Republic sign since City owns transfer station.

F. BOARD ROUND-TABLE/ECONOMIC DEVELOPMENT UPDATE

1. Rising Tide Project Update – Alan Beeker gave an update.
2. Neighborhood Enterprise Zone (NEZ) #3 established – N. West Street was approved. A map was included in the packet. NEZ #3 to include the Village (now City) of Hillsdale located along West Street, south of M-99 and north of Westwood Street on the west side and North Street on the east side in order to encourage new and rehabilitated residential facilities in that area.
3. Medical Marijuana Legislation Update – information included. City of Hillsdale has to decide to opt in or opt out by December of 2017. The Industrial Park would probably be the most likely location in the City of Hillsdale for most of the licensed operations.
4. City of Hillsdale Update – Mr. David Mackie reported new to this year's budget is the inclusion of a three (3) mill sinking fund for street repair debt service. This sinking fund will generate approximately \$365,000 per year based on current assessed values. This \$365,000 combined with other previously earmarked street reconstruction revenue brings the total amount allocated in this budget year to \$965,000.
Also, we will re-submit MDOT Grant for Hallett Street bridge repairs. TIFA has received a letter of intent from MEDC for 1.3 million for Dawn Theatre renovation.

G. ADJOURNMENT: 9:20 a.m.

H. Next Meeting: June 15, 2017



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

AGENDA ITEM: Consent Agenda – John Spiteri, Checker Records

SUBJECT: Checker Records Annual Street Dance, August 5, 2017

BACKGROUND PROVIDED BY: City Manager

John Spiteri, owner of Checker Records has requested to hold his annual Checker Records Street Dance on August 5, 2017. An agreement specifying the terms and conditions is attached for your review.

RECOMMENDATION:

I recommend Council's approval and authorization of signatures by the Mayor and Clerk

STREET USE AGREEMENT

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (Hillsdale) and John T. Spiteri and Robin M. Spiteri DBA Checker Records 28 S. Howell Street, Hillsdale, Michigan 49242 (Checker Records)

Preamble

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

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

Checker Records desires to sponsor and promote an event to which the general public is invited that will provide food and non-alcoholic drink concessions as well as other activities. The event is proposed to take place on Howell Street between Waldron and Bacon Streets on August 5, 2017, with the cleanup activities to be conducted and finalized within a specified period following the end of the event.

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

Hillsdale has determined that it is in its best interests and the interests of the general public to allow Checker Records to use Waldron Street west of Howell Street to the alley, Waldron Street east of Howell Street to the west edge of the CNB entrance and Howell Street between Waldron and Bacon Streets as the site from which it may conduct its proposed event, and Checker Records has agreed to do so, all in accordance with the following terms and conditions.

Agreement

1. In consideration of and reliance on Checker Records' promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Checker Records to use the following portions of its streets during specified periods on August 5, 2017 and August 6, 2017 for the purpose of preparing for and conducting its proposed event and related activities for the use, benefit and enjoyment of the general public during the stated hours and to thereafter restore said streets to a condition fit for public travel that is at least as good as when taken, all as hereinafter provided:

- a. Waldron Street from Howell Street west to the alley and Waldron Street from Howell Street east to the west edge of the entrance to CNB

beginning at 8:00 a.m. on August 5, 2017 and ending at or before noon on August 6, 2017 as a staging area for the purpose of transporting, erecting, installing and removing equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, concessions and other facilities as are reasonably required to conduct the proposed event and related activities on that portion of Howell Street described in subparagraph b of this paragraph 1; provided, however, that all activities shall cease on or before 11:00 p.m. on August 5, 2017 and that any remaining necessary removal and cleanup activities shall not resume before 8:00 a.m. on August 6, 2017.

- b. Howell Street between Waldron and Bacon Streets for the purpose of preparing for and conducting its proposed event and related activities for the use, benefit and enjoyment of the general public beginning at 1:00 p.m. and ending at 11:59 p.m. on August 5, 2017; provided, however, that all music, concession, other entertainment and all other activities shall cease on or before 11:30 p.m. on that date; provided, further, that any remaining necessary removal and cleanup activities shall not resume before 8:00 a.m. on August 6, 2017.

2. Hillsdale further agrees that it shall temporarily close Waldron Street from Howell Street west to the alley and Waldron Street from Howell Street east to the west edge of the entrance to CNB as well as Howell Street between Waldron and Bacon Streets to vehicular traffic on August 5, 2017 and August 6, 2017 by resolution or Traffic Control Order, whichever is applicable, between the hours set forth for each area in subparagraphs a and b of paragraph 1 of this agreement.

3. Checker Records agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to those that might be required by the health department, the posting of signs, as well as any rule, regulations and requirements others that might be required by any state, county or local statute, ordinance, rule or regulation.

4. Checker Records further agrees that it shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as it or an applicable governmental agency determines necessary to provide for and to the general public in connection with its proposed event, all at its sole expense.

5. Checker Records agrees that immediately following the end of the event and at its sole expense, it shall promptly remove or cause the removal all equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, trash, litter and other items from Waldron Street and Howell Street and properly store them in Checker Records' parking lot pending their removal from the site in accordance with the schedule hereinafter provided. Checker Records shall notify the Hillsdale City Police and secure its permission to open the street to vehicular traffic before removing the barricades Hillsdale's Police Department placed to block the described portions of Waldron Street and Howell Street from the public's vehicular use. Hillsdale's barricades, when removed, shall be placed out of the main traveled portion of the street adjacent to the curbs for pick up by Hillsdale.

6. Checker Records further agrees that the removal of all equipment, signs, tables, chairs, trashcans, port-a-johns, roll-offs, trash, litter and other items from Waldron Street and Howell Street and the restoration of the entire area occupied or used by it to a swept and tidy condition shall be completed not later than noon on Sunday, August 6, 2017.

7. Checker Records agrees to abide by all applicable statutes, ordinances, rules and regulations pertaining to it and to all provisions of this agreement during its occupancy and use of the described portions of Waldron Street and Howell Street.

8. Checker Records acknowledges that there are no public restroom facilities at the site during the time of the scheduled event. Accordingly, Checker Records represents and agrees that, at its sole expense and as a condition precedent to the commencement of its event, it will provide and have in place portable restroom facilities that comply with all applicable health and sanitation codes for its scheduled event in full working order and sufficient quantity to accommodate the needs of its participants and the general public.

9. Checker Records agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the Waldron Street or Howell Street rights of way that would cause holes or other damage to the pavement without the prior written consent of the Director of Hillsdale's Department of Public Streets.

10. Checker Records agrees that it shall not permit any street other than the described portions of Waldron Street and Howell Street to be blocked or obstructed. Further, Checker Records agrees to and shall confine its proposed event activities solely to Howell Street between Waldron and Bacon Streets.

11. Checker Records agrees and understands that it, at its sole expense, is and shall be solely responsible for the repair and restoration of all damage to private or public property that results from or because of Checker Records' proposed event, 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.

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

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

14. Checker Records shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to Hillsdale and limits of liability of not less than a single limit of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, with

City designated therein as a named insured to be and remain in force for the duration of Checker Records' presence on and use of Hillsdale's street such proof to be provided at the time of execution of this Agreement.

15. Checker Records 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 work under this contract.

16. Checker Records represents to Hillsdale that it intends to use the described area for the purpose of providing food, non-alcoholic beverages, musical entertainment and other similar activities, and that the consumption or possession of alcoholic beverages within the described area will not be permitted. In reliance on Checker Records' representations and its other promises, as contained in this agreement, Hillsdale hereby grants and Checker Records hereby accepts the exclusive control over the described portions of Waldron Street and Howell Street and the activities therein, it being the intention of the parties that Checker Records is and shall be solely responsible for maintaining the described areas and regulating all activities therein so as to keep them in reasonably safe condition, free of unreasonable risk of harm, for the use and benefit of the general public and others using or within said area or any of its facilities, products or activities.

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

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

b. The negligence, gross negligence or intentional acts or omissions of Checker Records, its agents, servants, employees, guests, vendors, invitees, event participants or event attendees in the use of or defects in the areas described in the attached Exhibit A, or the equipment, tents, signs, tables, chairs, port-a-johns, and roll-offs or other facilities placed or used by Checker Records or any of agents, servants, employees, guests, vendors, invitees, event participants or event attendees;

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

18. Checker Records 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.

19. Checker Records agrees that Hillsdale may immediately terminate this contract without further obligation or liability to Checker Records 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 Checker Records 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 Checker Records' 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 Checker Records in writing and shall be delivered by ordinary first class mail or personal service to the following person at the following address: John T. Spiteri or Robin M. Spiteri, Checker Records, 28 S. Howell , Hillsdale, Michigan 49242.

20. All notices from Checker Records 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.

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

22. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Hillsdale and Checker Records 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

CHECKER RECORDS

Scott Sessions, Mayor

Dated: _____

John T. Spiteri, Owner

Dated: _____

Stephen French, City Clerk

Dated: _____

Robin M. Spiteri, Owner

Dated: _____

Received by SMF
 Date 6-15-17
 Amount Rec' _____
 Check # _____
 Permit # _____



CITY OF HILLSDALE

City Hall
 97 N. Broad St.
 Hillsdale, Michigan 49242
 (517) 437-6490
 www.cityofhillsdale.org

**APPLICATION FOR PERMIT
 OCCUPANCY OF OR WORK WITHIN STREET RIGHT-OF-WAYS**

TYPE:

- APPLICATION FOR PERMIT
- APPLICATION FOR BLANKET ANNUAL PERMIT
- REQUEST TO COMMENCE WORK

**Post a copy of the
 Permit on-site**

Checker Records 6/15/17

Applicant's Name <u>28 S. Howell St.</u>	Date	Contractor's Name	Date
Mailing Address <u>Hillsdale MI 49242</u>		Mailing Address	
City <u>517</u> State <u>MI</u> Zip Code <u>49242</u>		City	State Zip Code
Telephone Number		Telephone Number	

DESCRIPTION OF WORK OR USE:

Street Closure / Street Dance Event (Annual)

LOCATION: (Drawing to be provided)

- 1. Howell St between Waldron & Bacon
- 2. Waldron St - Howell St. West to Alley
- 3. Waldron St - Howell St EAST TO CNB Entrance

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

TIME PERIOD:

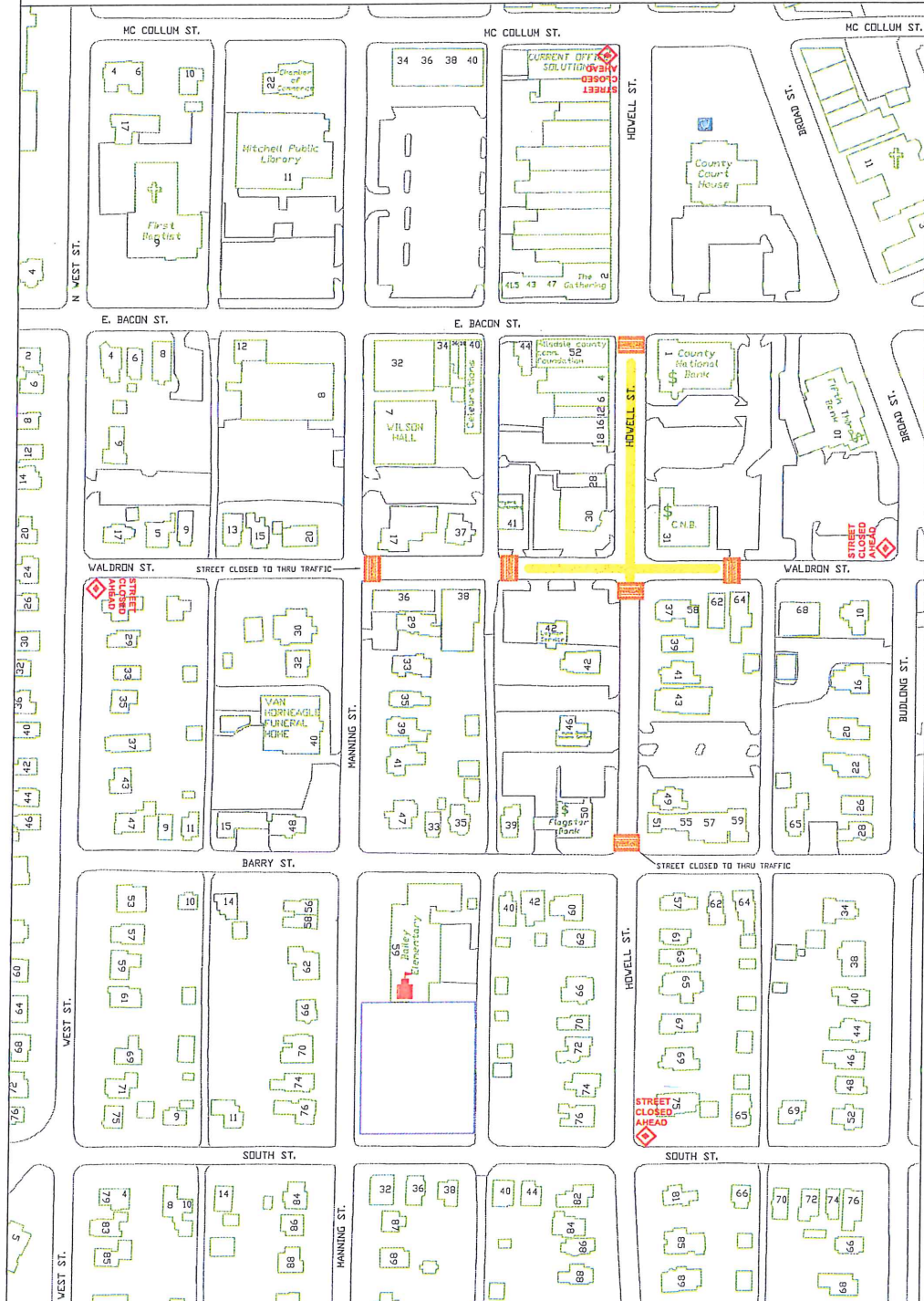
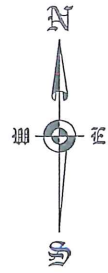
COMMENCING DATE: AUG. 5, 2017 TIME: 10:00AM ENDING DATE: AUG. 6, 2017 TIME: 3:00 am

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

- Certificate of Insurance
- Performance Bond \$ _____
- Construction Plan
- Subcontractor's Names
- Other

NOTE: THIS APPLICATION BECOMES A VALID PERMIT ONLY UPON APPROVAL BY THE DIRECTOR, DEPARTMENT OF PUBLIC SERVICES AND/OR CHIEF OF CITY POLICE.

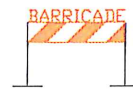
STREET DANCE STREET CLOSURE



**TYPE II
BARRICADE
WITH
STREET
CLOSED
AHEAD
SIGN**



**TYPE III
BARRICADE
INCLUDING 4
CLASS I
SAW HORSE
BARRICADES**



**TYPE I
BARRICADE**



**CLOSURE
AREAS**



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

AGENDA ITEM: New Business

SUBJECT: Ordinance 2017-1: Cemetery Rules & Regulations

BACKGROUND PROVIDED BY STAFF (Stephen M. French, City Clerk)

Throughout the past few months, city staff has taken an increasing number of complaints regarding pets in the city's cemeteries. Pet owners have allowed their pets to run free without being leashed and owners have not "cleaned up" after their pets.

The existing cemetery rules were approved by the Cemetery Board and have been updated on an as-needed basis. However, these rules have never been incorporated into the city's Code of Ordinances, which limits the city's enforcement of these rules. Adopting the attached ordinance would allow the city to enforce the cemetery rules and issue a municipal civil infraction, if necessary.

The recommended ordinance references Section 4.34 of the existing Code of Ordinances. For your reference, Section 4.34 includes:

Sec. 4-34. - Animal excrement.

- (a) *Prohibited in certain areas.* Neither the owner nor any person in charge of any dog shall cause him to suffer or allow such dog to excrete, soil, defecate or to commit any nuisance upon any public property, thoroughfare, sidewalk, passageway, bypass, play area, park or other area open to the public, or upon any private property other than the private property of said owner or person in charge.
- (b) *Removal and disposal.* The owner and/or person in charge of any dog shall be responsible for the immediate removal and disposal of any excrement deposited by such dog upon any public or private property including the private property of the owner or person in charge of such dog. All such excrement shall be buried or otherwise fully confined, enclosed and covered in an appropriate container upon the private property of such owner or person in charge of such dog in a manner so as to prevent any malodorous, unsanitary or other condition which is hazardous to health or offensive to exist or be created.

City Attorney Thompson has drafted a proposed ordinance which details the rules and regulations of the cemeteries. Attorney Thompson has also reviewed other cemetery rules and regulations that are of an administrative nature and can be amended by the Cemetery Board when necessary. Both the proposed ordinance and the administrative rules and regulations have been included for your review and information.

RECOMMENDATION

It is the recommendation of the Cemetery Board that the City Council approve the attached Ordinance 2017-01 amending the rules and regulations of the city's cemeteries.

ORDINANCE NO. 2017-01

AN ORDINANCE TO ADOPT SPECIFIC RULES REGARDING CONDUCT WITHIN, AND THE USE OF THE GROUNDS OF, CEMETERIES OWNED OR CONTROLLED BY THE CITY OF HILLSDALE, AND TO ESTABLISH THAT THE VIOLATION OF SUCH RULES SHALL CONSTITUTE A MUNICIPAL CIVIL INFRACTION.

THE CITY OF HILLSDALE ORDAINS THAT:

Section 10-10 shall be added to Chapter 10 of the Hillsdale City Code, and shall provide as follows:

Sec. 10-10. – Conduct on cemetery grounds.

The following rules shall apply to all individuals present on the grounds of any cemetery owned or controlled by the City of Hillsdale:

1. **Hours of Operation** – All cemeteries will be open to the general public from 8:00 am until 8:00 pm, Sunday through Saturday. No person shall be allowed in any cemetery outside of these hours without first securing permission from the Department of Public Service.
2. **Vehicles** – All motorized and non-motorized modes of transportation shall travel on designated roads, except those vehicles which are being used in the maintenance of the cemeteries, are present for attendance at a funeral, or are engaged in authorized cemetery business.
3. **Speed Limits** – All vehicles shall obey the posted speed limit at all times.
4. **Advertisement** – The placing of signs, notices, or advertisements of any kind is prohibited.
5. **Peddling and Soliciting** – Peddling or soliciting, as defined in Section 8-381 of the Hillsdale City Code, and/or the sale of any commodity within the cemetery grounds, is prohibited.
6. **Business Activities** – Except as otherwise expressly permitted by this Ordinance, no person may conduct any business or commercial activities in any cemetery, nor engage in any conduct or activity that is unrelated to a burial, burial ceremony, or the care, beautification, adornment, and improvement of a burial lot or place of actual interment, except and unless authorized in advance by the City Council.
7. **Pets** – All domestic animals shall be confined at all times to designated roads, avenues, and walkways and must at all times be on a leash with a maximum length of six (6) feet. At no time shall a domestic animal be allowed to roam free within the cemetery grounds. All individuals accompanying domestic animals on cemetery grounds shall be subject to the requirements of Section 4-34 of the Hillsdale City Code.
8. **Consumption of Alcohol** – Alcoholic Beverages are prohibited within the cemetery grounds. No person shall consume any alcoholic beverage while on cemetery grounds.
9. **Use of Cemetery Grounds** – Cemetery grounds shall be used solely for the burial of deceased humans in burial lots, and related burial and memorial services, for the care,

beautification, adornment, and improvement of a burial lot or place of actual interment, or to express affection and respect for the dead, and for no other purposes, subject to the rules set forth herein and such additional rules and regulations as are adopted by the Cemetery Board of Trustees and approved by the City Council. Notwithstanding the prohibitions and restrictions otherwise set forth in these rules, members of the general public may enter a cemetery at any time during the cemetery's hours of operation to conduct historical or other research or to engage in non-competitive recreational activities such as walking, jogging, or the general enjoyment of the cemetery's landscaping, serenity, and peaceful environment.

A person who violates any of the rules set forth in this Section shall be responsible for a municipal civil infraction under Article II of Chapter 20 of the Hillsdale City Code.

CITY OF HILLSDALE CEMETERY RULES AND REGULATIONS

These Cemetery Rules and Regulations apply to all cemeteries that are owned or controlled by the City of Hillsdale, Michigan, and are in addition to those rules and regulations adopted by the Hillsdale City Council as provided in Section 10-10 of the Hillsdale City Code, or as otherwise provided in Article 10 of the Hillsdale City Code or any other applicable provision of City Charter or Ordinance.

CEMETERY LOTS AND CREMATION NICHES

1. **Definition and Use** – Cemetery lots and cremation niches are sold for the purpose of burial of human dead. The following is a list of definitions for terms that are used throughout this set of rules and regulations.
 - a. "Lot Owner," "Grave Owner," or "Niche Owner," means the owner of **burial rights** for a specific grave, niche, or group of graves or niches. Such burial rights **do not** confer title or ownership of land.
 - b. "Single Grave" means one (1) grave.
 - c. "Cemetery Lot" means an identified group of graves that are adjacent to one another.
 - d. "Cemetery Section" means an identified area of the cemetery that consists of one (1) or more cemetery lots.
 - e. "Cremation Niche" means a number of single or double niche spaces located on an identified site.
 - f. "Infant Graves" means grave spaces set aside for a burial in a vault which is not more than four (4) feet in length.
 - g. "Interment" means the act of opening a grave or niche, installing a vault, where required, burying a casket, urn, or other container holding the remains or ashes of a human body, and closing a grave or niche.
 - h. "Marker" means a monument, plaque, or headstone that is used to identify the person who is buried in a specific grave.
 - i. "Foundation" means a concrete pad on which a marker is installed.
2. **Cemetery Charges** – All cemetery charges are set by the Cemetery Board and approved by the Hillsdale City Council. These charges, which include the cost per grave as well as opening and closing prices, are changed from time to time. A copy of the current charges is available at the Department of Public Services or City Clerk's Office.
3. **Certificate of Right of Burial** – Upon payment in full for a grave or niche, a Certificate of Right of Burial will be issued by the City of Hillsdale.
4. **Payment Policy** – Graves or niches can be paid in full or reserved by making monthly installment payments over a twelve (12) month period. If opting to make monthly installment payments, then a **non refundable** reservation fee of \$75.00 per grave or niche that is to be reserved shall be required at the time the grave or niche is reserved. If payment in full is not received within the twelve (12) month period, then the Cemetery Board of Trustees may rescind the reservation and return the deposit payments minus the non-refundable reservation fee and interest.
5. **Unpaid Balance** – In the event a burial is to be made on a grave or niche that is being purchased by making installment payments, then the grave or niche upon which the burial is to take place shall be paid in full before the burial may take place.
6. **Exclusions** – The grave owner or niche owner or the owner's legal representative may at any time designate in writing, to the Department of Public Services, who the owner does or does not wish to be buried in the owner's grave(s) or niche(s). All such notices shall be notarized by a notary public. Requests that are not submitted in writing and notarized will not be recognized by the City of Hillsdale as a valid request.
7. **Transfer of Burial Rights** – The owner of any grave or niche may, at any time, transfer the burial right associated with the grave or niche to another person. All applications for transfer must be made on forms provided by the City of Hillsdale or on a document form acceptable to

the Department of Public Services. All applications for transfer must state the reason(s) for the transfer. All transfer documents shall be notarized by a Notary Public.

8. **Power of Attorney** – In order for a person to act for the owner, a notarized Power of Attorney must be filed and recorded at the Department of Public Services.
9. **Owner Dies In testate** – Should all owners of certain burial rights die without having designated the person(s) to be buried on all or any part of the lot, then the City of Hillsdale will permit the burial of such person or persons designated by order of a court of competent jurisdiction upon presentation of that order at the Department of Public Services. Possession of a Certificate of Right of Burial is not, in itself, sufficient evidence on which to record the transfer of ownership of a grave or niche.
10. **Correction of Errors** – The City of Hillsdale shall have the right to correct any error that may be made while making interments, disinterments, removals, or in the description, transfer, or conveyance of any interment rights either by canceling the conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location or by refunding the amount of money paid on account by the purchaser. In the event the error involves the interment of the remains of any person, the City of Hillsdale shall have the right to remove and transfer the remains so interred to other property of equal value and similar location in the same cemetery.
11. **Rights of Burial** – Persons who have purchased or otherwise acquired, or who hereafter purchase or otherwise acquire, a burial lot in a cemetery shall, by reason of said purchase or acquisition, have rights of burial with respect to each such lot.
12. **Rights of Entry** – Persons who have purchased or otherwise acquired, or who hereafter purchase or otherwise acquire, a burial lot in a cemetery, their immediate family members, and members of the public, may enter a cemetery to attend and participate in a burial ceremony and burial, or to express their affection and respect for the dead.
13. **Rights of Care and Adornment** – Persons who have purchased or otherwise acquired, or who hereafter purchase or otherwise acquire, a burial lot in a cemetery, their immediate family members, and a person authorized by them or any of them in writing, may enter a cemetery to care for, beautify, adorn, and improve a burial lot or place of actual interment, provided that such care, beautification, adornment, and improvement shall conform to the general plan and style now existing for caring, beautifying, adorning, and improving the cemetery and the manner of performing such actions.

MAINTENANCE OF CEMETERY LOTS

The purchaser or his assignee shall not acquire the right to change the surface of the ground by planting or by any other means without the written consent of the board and unless such consent is presented to the sexton and such changes shall be carried out under the direction of the sexton. Hillsdale City Code Section 10-8.

1. **General Maintenance** – All cemetery maintenance, except plant maintenance, shall be accomplished by City of Hillsdale Department of Public Service personnel or individuals or entities that are contracted by the City of Hillsdale to perform specific cemetery maintenance tasks.
2. **Columbarium Maintenance** – To protect the beauty of the columbarium, no vases, urns, candles, cards or messages are to be attached to the niche shutters. Acids in some floral decorations as well as tape adhesives may strain the granite. The use of wire is prohibited as it can scratch the granite.
3. **Plant Maintenance** - The grave owner shall be responsible to maintain all plants which are placed or planted on their grave. This maintenance shall consist at a minimum of trimming and removing the plant if it dies or becomes unattractive in appearance. If the plant dies or is unattractive in appearance and the grave owner does not remove said plant, then the City of Hillsdale reserves the right to remove said plant and invoice the current grave owner for all costs necessary to remove said plant.
4. **Trees and Shrubs** – Due to the ultimate size which trees and shrubs attain, any tree or shrub that is **not** planted in City approved urns or containers, shall be planted in a designated area of

the cemetery. Also, the specie of tree or shrub shall be approved by the Department of Public Services or selected from a pre-approved list. A copy of this listing may be obtained from the Department of Public Services.

5. **Flowers** – In order to provide for worker safety and an attractive appearance of the cemetery grounds, all real or artificial flowers or floral plantings must be placed in approved urns or containers. These urns or containers shall be approved by the Department of Public Services.
 - a. Planting Baskets – **All planting baskets must be placed within 12 inches of the grave marker (headstone) so as not to impede mowers.**
 - b. Grave Blankets – Grave blankets are allowed from November to March. Any grave blanket that is not removed by March 15th shall be removed and disposed by the Department of Public Services.
6. **Removal of Plants** – The Department of Public Services shall have the right to remove, prune, or perform other plant maintenance activities without notice, on any plant which it deems to be undesirable in its present condition.

INTERMENTS

1. **Interment Times** – The cemeteries will be open for burials Monday through Saturday from 8:00 am until 3:00 pm except any day that is a holiday for City employees or during weather emergencies.
2. **Established Charges** – All charges that are associated with grave spaces, burials, disinterments, openings, and closing costs, or any other service or activity shall be in accordance with the most recent schedule of charges established by the Cemetery Board and approved by City Council.
3. **Burial Permits** – A burial permit from the local health office signed by the proper authorities is required before interments can be made.
4. **Opening and Closing of Graves** – all graves and niches shall be opened and closed only by City of Hillsdale cemetery personnel ***after all fees are paid in full.***
5. If an individual, couple or family has previously reserved a grave or graves, cremains will be allowed. If not, cremains will only be allowed to be placed in the columbarium.
6. **Number of Burials Permitted Per Grave** – Only one person is permitted per grave except for mother and infant or a relative who has acted as the guardian, infant twins, or cremation. The following three combinations are permitted: two cremations, one cremation and one casket/vault, or two cremations and one casket/vault.
7. **Number of Burials Permitted Per Cremation Niche** – Only one cremain is permitted per single cremation niche and two cremains for the double cremation niche.
8. **Notice of Funerals** – Notice of funerals with exact location of the grave must be given to the City of Hillsdale's Department of Public Services at least twenty-four (24) hours in advance of the burial, ***weekends and holidays excepted.***
9. **Supervisor in Charge** – All excavations, funerals, and interments within the cemetery grounds shall be under the direction of the Department of Public Services.
10. **Misrepresentations or Errors** – The City of Hillsdale will not be liable for misrepresentations or errors made by the person or persons purported to be the owners, legal representatives, employees, or agents of any individual or entity.
11. **Orders Given by Telephone** – Under no conditions will the City assume responsibility for errors in opening graves when orders are given by telephone. Orders by the funeral director for the opening of graves will be construed as orders from the lot owner.
12. **Burial Containers**
 - a. Adult Interments – In all adult interments, the minimum requirement shall be unfinished cement or alternative outside container of composition materials approved by the Director of Public Services and be able to withstand 5,000 psi crush strength. The casket shall be enclosed in a permanent outside container and shall be installed by cemetery personnel. The following are considered permanent outside containers: Reinforced

concrete boxes, concrete, copper, or steel burial vaults. The cemetery will not accept flat top grave liners.

- b. Infant Interments – In all infant interments, the minimum requirement shall be a water tight container which is impervious to vermin and approved by the Director of public Services.
 - c. Cremation Interments – The cremains have to be in an approved urns or vault.
 - d. Columbarium niches - The cremains have to be in an approved urns or vault no larger than 11" x 11" x 11" for single niche and 11" x 11" x 22" for doubles niche.
13. **Removal of Flowers, Flags, Etc.** – As soon as flowers, flags, or emblems used at funerals for the adornment of graves become unsightly, they will be removed and no responsibility for their return to the owners will be assumed.
14. **Disinterments** – No disinterment or removal of a body in order to be reinterred in another location within the cemetery will be permitted without the written consent of the personal representative of the deceased unless by a duly authorized public official. No disinterment and removal of a body in order to be reinterred in another location outside the cemetery will be permitted without a permit from the County Health Department. The City of Hillsdale will not be liable for any damage resulting from the removal of any remains.

GRAVE MARKERS

1. **Quantity** – Only one (1) grave marker is permitted per grave.
2. **Composition** – All grave markers must be of a material approved by the Cemetery Board. Approvals shall be given if the material is solid and for all practical purposes, permanent and indestructible. Any grave marker that is made of wood or other easily degradable material is prohibited.
3. **Appendages** – Raised letters or appendages are not permitted on the vertical sides of raised markers.
4. **Markers** –
 - a. Single – The size and location of a single grave marker, whether raised or flush, shall be determined by the Cemetery Board. The foundation for these markers shall be constructed in such a way as to allow a four (4) inch border.
 - b. Double – One marker embracing two graves spaces may be allowed if both grave spaces are paid in full and the purchaser agrees to bear the cost of removing and resetting the dual marker when the second grave space is to be used. The size and location of a double marker, whether raised or flush, shall be determined by the cemetery board. The foundation for these markers shall be constructed in such a way as to allow a four (4) inch boarder.
 - c. Installation – No markers shall be allowed or installed on any unpaid graves.
5. **Foundations** – All foundations shall be installed by the Department of Public Services.
6. **Shutter Lettering** – All shutter lettering will be ordered only by the City of Hillsdale. This is to keep all lettering and date cutting uniform in size and font. Due to the size of shutter doors, only family name, given name, year of birth and year of death will be allowed.



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

AGENDA ITEM: New Business

SUBJECT: Airport Apron Construction Contract

BACKGROUND PROVIDED BY: David Mackie, City Manager

New Airport Apron Construction: Approval of this project includes Recommendation to Award the construction contract to Kalin Construction Company, low bidder for base bid and bid alternate No. 1, in the amount of \$1,057,477.60 and the approval of RS&H Construction Phase Services in the amount of \$108,800. The overall Project Budget (Kalin Construction, RS&H and MDOT Aero Administration Fee) is \$1,172,278. The project will be funded by Fiscal Year 2016 and 2017 federal entitlement funds, state entitlement funding, state discretionary funding and local funds. The federal funding will be made available to the City at two times (May 2017 for the FY 2016 funds and September 2017 for the FY 2017 funds). The total local cost associated with the project is programmed at \$102,267.

On May 1, 2017 the City Council awarded Kalin Construction, low bidder, construction of the Hillsdale Municipal Airport's new apron contingent upon MDOT AERO's grant execution scheduled for May 24, 2017. The grant from MDOT AERO was approved as demonstrated in Contract No. 2017-0560 (attached to this agenda).

Upon execution of this contract Kalin Construction anticipates starting the project in early July with an anticipated 90 day construction schedule.

RECOMMENDATION:

Approve the Kalin Construction contract and authorize the Mayor and City Clerk to execute all the appropriate documents.

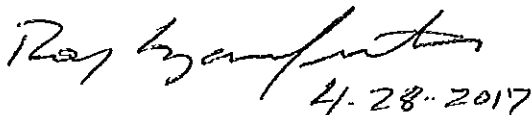
Airport Advisory Committee
1727 Airport Road
Hillsdale, MI 49242

City Council
Hillsdale City Hall
97 North Broad Street
Hillsdale, MI 49242

Members of Hillsdale City Council:

The Airport Advisory Committee voted in support of moving forward with the Apron project. The motion was made at the April 9th meeting, and passed unanimously. The Airport Advisory Committee would like to further congratulate the City of Hillsdale for raising the funds needed through grants and entitlements. Excellent Work!

Regards,



Roy Szarafinski
4.28.2017

Roy Szarafinski
Airport Advisory Committee Chairman
Hillsdale Municipal Airport



827 Willow Run Airport
Second Floor
Ypsilanti, Michigan 48198

O 734-484-0962
F 800-898-4387
rsandh.com

March 6, 2017

City of Hillsdale
ATTN: David E. Mackie
City Manager
97 N. Broad St
Hillsdale, Michigan 49242

RE: Hillsdale Municipal Airport
New Apron
Bid Tabulation and Recommendation of Award

Dear Mr. Mackie,

We have reviewed the bids for the above referenced project. Attached find a copy of the Bid Tabulation for the bid opening held February 24, 2017. After reviewing the bids we found mathematical errors by multiple bidders, which have been identified in the Bid Summary Sheet.

The low bidder for both the base bid and bid alternate No. 1 is Kalin Construction Company Inc. RS&H does not recommend proceeding with bid alternate No. 2. It is recommended that Kalin Construction Company Inc. be awarded the contract for this project, subject to legal review, City approval, and the procurement of funding.

If the City wishes to proceed with the base bid construction only, we recommend award of the project in the amount of \$933,086.20 to Kalin Construction Company Inc. If the City wishes to proceed with the base bid and bid alternate No. 1 construction, we recommend award of the project in the amount of \$1,057,477.60 to Kalin Construction Company Inc.

Prior to award of contract, Kalin Construction Company Inc. shall provide completed Proposal Forms P-4 and P-8 to the City. If you have any questions, please contact us at your convenience.

Regards,

RS&H MICHIGAN, INC,

Nicholas J. Patterson, PE, LEED AP
Project Manager

Attachment

Bid Tabulation Summary

BIDDER	BASE BID	BID ALT NO. 1	BID ALT NO. 2	TOTAL
Engineer's Estimate	\$ 931,560.00	\$ 127,795.00	\$ 19,140.00	\$ 1,078,495.00
Bidder No. 1 - Kalin Construction	\$ 933,086.20	\$ 124,391.40	\$ 79,626.00	\$ 1,137,103.60
Bidder No. 2 - Miller Brothers Const.	\$ 934,562.77	\$ 128,034.50	\$ 62,447.00	\$ 1,125,044.27
Bidder No. 3 - Brick Paver Construction	\$ 1,010,854.38	\$ 150,092.62	\$ 76,105.20	\$ 1,237,052.20
Bidder No. 4 - Toebe Construction	\$ 1,037,423.00	\$ 122,473.40	\$ 113,851.60	\$ 1,273,748.00
Bidder No. 5 - Kamminga & Roodvoets	\$ 1,076,123.80	\$ 150,341.40	\$ 93,192.00	\$ 1,319,657.20
Bidder No. 6 - Hoffman Brothers, Inc.	\$ 1,085,053.40	\$ 137,884.87	\$ 71,420.40	\$ 1,294,358.67
Bidder No. 7 - DuBois Trucking	\$ 1,123,201.00	\$ 173,784.05	\$ 89,882.10	\$ 1,386,867.15
Bidder No. 8 - C&D Hughes, Inc.	\$ 1,195,313.00	\$ 161,235.00	\$ 36,862.00	\$ 1,393,410.00

Bid Tabulation Errors

BIDDER	TABULATION ERRORS	NET EFFECT ON GRAND TOTALS
Bidder No. 1 - Kalin Construction	None	None
Bidder No. 2 - Miller Brothers Const.	None	None
Bidder No. 3 - Brick Paver Construction	Error in Base Bid Tabulation. Base Bid Total is off by \$3,136. Actual Total is \$1,010,854.38.	(\$3,136.00)
Bidder No. 4 - Toebe Construction	None	None
Bidder No. 5 - Kamminga & Roodvoets	None	None
Bidder No. 6 - Hoffman Brothers, Inc.	None	None
Bidder No. 7 - DuBois Trucking	Error in Base Bid Tabulation. Base Bid Total is off by \$2,264.73. Actual Total is \$1,123,201.00.	\$2,264.73
Bidder No. 8 - C&D Hughes, Inc.	None	None

Council Member Watkins	Aye
Mayor Sessions	Aye

Motion passed 7-0.

C. Approval of Airport Apron Bid Award

Council Member Stockford read a brief statement receiving from Council Member Zeiser prior to the meeting, who voiced appreciation for the many improvements made at the airport that included the construction of a new apron at the airport.

City Manager Mackie noted Kalin Construction was the lowest bidder for the project in the amount of \$1,057,477.60. City Manager Mackie stated the city would receive \$260,000 funding from the federal government and \$808,000 from the State of Michigan, which would leave approximately \$102,000 in local funding requirements.

Mr. Jason Walters of Patriot Aviation stated the construction of a new apron had been a long-standing need of the airport and would allow the airport to expand its amenities to attract additional users to the site. Mr. Walters also noted the bids for the project were lower than the bids that had been received in 2016.

City Manager Mackie stated the construction of a new apron had been included in the 10-year capital improvement plan for the airport.

Council Member Sharp noted the many, positive improvements that had been implemented at the airport in the past year and thanked Mr. Walters and his team for leading those changes.

Council Member Stockford also thanked Mr. Walters and Patriot Aviation for the many improvements and discussed the impact of the airport on the city's economic development strategies.

City Manager Mackie stated the grant award contract and agreement from the State of Michigan would be presented to Council for approval in June 2017 and construction would commence soon after that. City Manager Mackie stated the construction would conclude in August or September 2017.

Council Member Watkins, seconded by Council Member Flannery, moved to approve a contract with Kalin Construction in the amount of \$1,057,477.60 for the construction of a new apron at the Hillsdale Municipal Airport.

Roll call:	Council Member Dixon	Aye
	Council Member Flannery	Aye
	Council Member Morrisey	Aye
	Council Member Sharp	Aye
	Council Member Stockford	Aye
	Council Member Watkins	Aye

**CITY OF HILLSDALE
HILLSDALE MUNICIPAL AIRPORT**

CONSTRUCTION CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 19th day of June, 2017, by and between **City of Hillsdale, Michigan**, hereinafter referred to as the "OWNER" and **Kalin Construction Company, Inc.** hereinafter referred to as the "CONTRACTOR," witnesseth:

That for and in consideration of the payment in the amount of **\$ 1,057,477.60** to be made in accordance with the unit prices stipulated in the Proposal of the Contractor, attached, the Contractor hereby agrees to furnish all tools, labor, equipment and materials, and to build and construct the certain project designated as:

Project Name: **New Apron**
Project Location: **Hillsdale Municipal Airport, Hillsdale, Michigan**

more specifically described in the Contract Documents and the Construction Plans, being attached hereto as fully as though copies in full herein, to the satisfaction of the project Owner and, in case the United States Government is participating in any portion of the cost of the Work, the Work shall also be subject to inspection and approval at all times by the appropriate federal agencies.

The Contractor agrees, for the consideration set forth in his/her Proposal for the Base Bid, to begin work within ten (10) calendar days after a Notice to Proceed is issued by the Owner and to complete the Work within the schedule indicated on the plans. If the Contractor shall fail to complete the Work within the time limit herein specified, he/she shall pay to the Owner, as liquidated damages, and not in the nature of a penalty, the sum of **\$1,000 for each calendar day delayed beyond the overall contract time of 60 days**. It is understood and agreed between the parties hereto that the said sum fixed as liquidated damages is reasonable in amount, considering the damages that the Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages, because of the difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

The Contractor agrees that he/she shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; obtain at his/her expense all necessary permits; and shall protect, indemnify and defend the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation or any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the Owner agrees to pay for the Work at the prices stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Specifications.

WITNESS OUR HANDS, this 19th day of June, 2017.

FOR THE OWNER:

CITY OF HILLSDALE

By: _____
(Signature)

Scott Sessions _____ Mayor
(Name) (Title)

ATTEST

By: _____
(Signature)

_____, Secretary

By: _____
(Signature)

FOR THE CONTRACTOR:

KALIN CONSTRUCTION COMPANY, INC
(_____) *(Seal)

By: _____
(Signature)

(Name) (Title)

ATTEST

By: _____
(Signature)

(Signature)

* Contractor must indicate whether Corporation, Partnership, Company or Individual.

The person signing shall in his/her own handwriting sign the principal's name, his/her own name, and his/her title. Where the person signing for a corporation is other than the President or Vice President, he/she must, by affidavit, as contained herein show his/her authority to bind the corporation.

**CITY OF HILLSDALE
HILLSDALE MUNICIPAL AIRPORT**

PAYMENT BOND

STATE OF MICHIGAN)

Bond No. _____

COUNTY OF HILLSDALE)

KNOW ALL MEN BY THESE PRESENTS: That Kalin Construction Company, Inc.,
as principal, hereinafter called **Contractor**, and _____,
as **Surety**, hereinafter called Surety, are held and firmly bound unto the **City of Hillsdale** as obligee,
hereinafter called the **Owner**, in the amount of _____ Dollars (\$ _____)
for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated June 19, 2017, entered into a Contract with Owner
for the improvement of **Hillsdale Municipal Airport** in accordance with all of the Contract Documents listed
in the General Provisions, Section 10 prepared for the **City of Hillsdale**, which Contract is by reference
made a part hereof and is hereinafter referred to as the Contract, and:

WHEREAS, Michigan Combined Laws (MCL) 129.201 ET.SEQ. requires the execution of a Payment Bond
under such circumstances, and further sets forth certain notice and time limitations relating to the institution
of actions against the Contractor and the Surety:

NOW THEREFORE, the condition of the above obligation is such that if the Contractor shall promptly make
payments to all persons supplying labor, material, and supplies used directly or indirectly by the Contractor,
or Subcontractor(s), in the prosecution of the Work provided for in said Contract, then this obligation shall
be void, otherwise, the same shall remain in full force and effect.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of
the Contract, including the Plans and Specifications therefore, shall not affect the obligation of said Surety
under this Bond.

Signed and Sealed this _____ day of _____, 20____.

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY OR INDIVIDUAL)

(Principal)

THE PERSON SIGNING FOR THE PRINCIPAL SHALL, IN HIS/HER OWN HANDWRITING,
SIGN THE PRINCIPAL'S NAME AND HIS/HER TITLE. WHERE THE PERSON SIGNING
FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT,
HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO
BIND THE CORPORATION.

By: _____
Title: _____

(Affix Surety's Corporate Seal)

Surety

By: _____

Date: _____, 20__

Michigan Resident Agent

By: _____

Date: _____, 20__

(Attach "SURETY'S BOND AFFIDAVIT" on copy of form bound in these Specifications)

**CITY OF HILLSDALE
HILLSDALE MUNICIPAL AIRPORT**

SURETY'S BOND AFFIDAVIT

STATE OF MICHIGAN

COUNTY OF HILLSDALE

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____
who, being duly sworn deposes and says that he/she is a duly authorized
(resident) (non-resident) insurance agent, properly licensed under the laws of the State of _____,
and the State of Michigan, to represent _____
of _____, a company authorized to make corporate surety bonds under the laws of
the State of Michigan (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she
has signed the attached bond in the sum of _____
(U.S. \$ _____) on behalf of _____

to the **City of Hillsdale** covering the Construction of the **New Apron**.

Said _____ further certifies that the premium on the said bond is \$ _____
which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her
regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission
will not be divided with anyone except to _____
who is a duly authorized insurance agent properly licensed under the laws of the State of Michigan.

COUNTERSIGNED:

SURETY

Michigan Resident Agent

Attorney-in-Fact

Address of Resident Agent

Acknowledgment for Attorney-in-Fact

Address of Bond Company

Sworn to and subscribed before me this
day of _____, 20

Telephone Number:

Notary Public, State of

Fax Number:

My Commission Expires:

**CITY OF HILLSDALE
HILLSDALE MUNICIPAL AIRPORT**

PERFORMANCE BOND

STATE OF MICHIGAN

Bond No. _____

COUNTY OF HILLSDALE

KNOW ALL MEN BY THESE PRESENTS: That Kalin Construction Company, Inc.,
as principal, hereinafter called **Contractor**, and _____,
as **Surety**, hereinafter called Surety, are held and firmly bound unto the **City of Hillsdale** as obligee,
hereinafter called the Owner, in the amount of _____ Dollars (\$ _____)
for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated June 19, 2017, entered into a Contract with Owner
for the improvement of **Hillsdale Municipal Airport** in accordance with all of the Contract Documents listed
in the General Provisions, Section 10 prepared for the **City of Hillsdale**, which Contract is by reference
made a part hereof and is hereinafter referred to as the Contract, and:

NOW THEREFORE, the condition of the above obligation is such that if the said Contractor shall well and
faithfully perform the things agreed by him to be done and performed according to terms of said Contract,
then this obligation shall be void, otherwise the same shall remain in full force and effect.

The Contractor shall well and truly perform, carry out and abide by all the terms, conditions and provisions
of said Contract and complete the Work therein specified in accordance with the terms thereof and in the
event said Contractor fails to perform said Contract as aforesaid, it shall be the duty of the Surety herein to
assume responsibility for the performance of said Contract and to complete the Work therein specified in
accordance with the terms thereof; and the Surety herein shall and does hereby agree to indemnify the
Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense
including reasonable attorney fees, engineering and architectural fees or other professional services which
said Owner may incur or which may accrue or be imposed upon it by reason of any negligence, default,
breach and/or misconduct on the part of said Contractor, and his/her agents, servants, Subcontractors
and/or employees, in, about, or on account of such work and performance of said Contract and shall repay
to and reimburse to the said Owner, promptly upon demand, all sums of money including reasonable
attorney's, architect's, engineer's, and other professional services, each and every, reasonably paid out or
expended by the said Owner on account of the failure and/or refusal of said Contractor to carry out, do,
perform, and/or comply with any of the terms and provisions of said Contract at the time and in the manner
therein provided, including, without limitation, the guarantee of the Work specified.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of
the Contract Documents shall not affect the obligation of said Surety under this Bond.

Signed and sealed this _____ day of _____, 20____.

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY OR INDIVIDUAL)

(Principal)

THE PERSON SIGNING FOR THE PRINCIPAL SHALL, IN HIS/HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME AND HIS/HER TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

(Affix Surety's Corporate Seal)

Surety
By: _____
Date: _____, 20____

Michigan Resident Agent
By: _____
Date: _____, 20____

(Attach "SURETY'S BOND AFFIDAVIT" on copy of form bound in these Specifications)



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

AGENDA ITEM: New Business

SUBJECT: Contract for a Federal/State/Local Airport Project

BACKGROUND PROVIDED BY: David Mackie, City Manager

New Airport Apron Construction: Approval of this project includes Recommendation to Award the construction contract to Kalin Construction Company, low bidder for base bid and bid alternate no. 1, in the amount of \$1,057,477.60 and the approval of RS&H Construction Phase Services in the amount of \$108,800. The overall Project Budget (Kalin Construction, RS&H and MDOT Aero Administration Fee) is \$1,172,278. The project will be funded by Fiscal Year 2016 and 2017 federal entitlement funds, State entitlement funding, State discretionary funding and local funds. The federal funding will be made available to the City at two times (May 2017 for the FY 2016 funds and September 2017 for the FY 2017 funds). The total local cost associated with the project is programmed at \$102,267.

The Airport Advisory Committee (AAC) voted in support of the apron project at their April 9, 2017 meeting (see attached letter).

RECOMMENDATION:

Approve Resolution No. 3313 authorizing the Mayor and City Clerk, on behalf of the City of Hillsdale, to enter into and execute MDOT Contract No. 2017-0560 and all supporting documents necessary to facilitate the construction of a new airport apron.

**CITY OF HILLSDALE, MICHIGAN
RESOLUTION NO. 3313**

WHEREAS the City of Hillsdale has the authority to enter into a contract with the Michigan Department of Transportation (MDOT) for State and/or Federal funds for airport related services; and

WHEREAS the City of Hillsdale has a demonstrated need for the construction of a new airport apron; and

WHEREAS MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

WHEREAS the City of Hillsdale and MDOT are in agreement as stated in Contract No. 2017-0560 to the terms and conditions; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Clerk are authorized to enter into and execute on behalf of the City of Hillsdale Contract No. 2017-0560 with the MDOT for the construction of a new airport apron.

ADOPTED IN OPEN COUNCIL MEETING THIS 19th DAY OF June, 2017.

Scott M. Sessions, Mayor

Stephen M. French, MMC
City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF HILLSDALE
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and City of Hillsdale (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Hillsdale Municipal Airport , whose associated city is Hillsdale , Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated May 30, 2017 attached hereto and made a part hereof.

PROJECT DESCRIPTION: CONSTRUCT APRON - FUTURE TERMINAL AREA - CONSTRUCTION.

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 6, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract,

the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 13 at the time of award of the amendment for approved work.
9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$150,000.00
Maximum MDOT Share	\$808,333.00
SPONSOR Share	\$213,945.00
<i>Estimated</i> PROJECT COST	\$1,172,278.00

12. The PROJECT COST will be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT

COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If

the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by MDOT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of MDOT.

18. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including [Appendix B](#), attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof.

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

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15

USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

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

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award through twenty (20) years .
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF HILLSDALE

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

**HILLSDALE MUNICIPAL AIRPORT
HILLSDALE, MICHIGAN**

Project No. B-26-0044-2616

Contract No. FM 30-04-C18

May 30, 2017

	Federal	State	Local	Total
ADMINISTRATION	\$450	\$25	\$25	\$500
DEPARTMENT-AERO	\$450	\$25	\$25	\$500
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$149,550	\$808,308	\$213,920	\$1,171,778
Construct Apron - future terminal area	\$46,680	\$2,593	\$2,594	\$51,867
Construct Apron - future terminal area (State/Local)	\$0	\$800,000	\$88,889	\$888,889
Construct Apron - future terminal area (Local only)	\$0	\$0	\$116,722	\$116,722
AERO - Construction	\$4,950	\$275	\$275	\$5,500
CONSULTANT - Construction	\$97,920	\$5,440	\$5,440	\$108,800
TOTAL PROJECT BUDGET	\$150,000	\$808,333	\$213,945	\$1,172,278

Federal Billing Breakdown:

Bill #1 \$150,000 SBGP 9616 Grant Award Date: 8/22/16

Period of Performance End Date: 8/21/19

MAC Approval: 5/24/17

ATTACHMENT X

REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: City of Hillsdale
3. Recipient's DUNS Number: 07-756-3401
4. Amount of Federal funds: \$150,000.00
5. Federal Grant Number(s): SBGP 9616
6. Grant Award Date(s): 8/22/16
7. MDOT Project Number: B-26-0044-2616
8. Project Description: Construct Apron - future terminal area - Construction.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-096-2016
11. Federal Award Date: 8/22/16
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 8/21/19
14. Amount of Federal Funds obligated by this action: \$150,000.00
15. Total amount of Federal Funds obligated: \$150,000.00
16. Total amount of the Federal award: \$150,000.00
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:
Director Kirk Steudle
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 6

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS WITH BID OPENINGS HANDLED BY THE SPONSOR

1. The "PROJECT COST" is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The SPONSOR is responsible for obtaining bids for the PROJECT work and will make a recommendation to the DEPARTMENT to award a contract. The recommendation to award a contract will include a summary of all bids received. If the SPONSOR recommends awarding a contract to other than the lowest bidder, a written explanation detailing the SPONSOR's rationale will be provided.
4. The SPONSOR will have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.
5. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the SPONSOR. The vendor's invoice must be for eligible PROJECT work and signed and dated noting the SPONSOR's approval.
6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT's "Project Engineer's Manual" for airport construction. Any contract modifications determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
 - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
 - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated cost thereof.
 - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
 8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
 9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT a prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

11. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.
12. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and that are directly and substantially related to the actual air transportation of passengers or property.
13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14. If PROJECT COSTS are related to a fuel facility, the SPONSOR will assure that aviation fuel will be available at the airport on a year-round basis for a period of not less than ten (10) years from the effective date of this Contract.

The SPONSOR will obtain from the installer and provide to the DEPARTMENT a certification that the tank(s) were installed in accordance with federal and state requirements.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B
(Aeronautics)

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS**

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

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX F

GENERAL CONDITIONS

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. Suspension or Debarment.

The State must:

- A. Immediately disclose to the FAA whenever the State:
 - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 - 2. Suspends or debars a contractor, person or entity.

The Subgrantee must:

- B. When entering into "covered transactions", as defined by 2 CFR 180.200:
 - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-Tier transactions (e.g. Sub-contracts).

10. Ban on Texting When Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

APPENDIX F

11. Trafficking in Persons.

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
 - i. Is determined to have violated the Prohibitions; or
 - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
 1. Associated with performance under this agreement; or
 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

12. Exhibit A Included with Grant Application. The Exhibit "A" updated 10/29/14, submitted with the project application is made a part of this grant agreement.

13. Co-Sponsor.

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

14. Audits for Public Sponsors.

A subgrantee expending \$750,000 or more of Federal awards in a fiscal year must conduct a single or program specific audit in accordance with 2 CFR part 200 part 200.

APPENDIX F

15. System for Award Management (SAM) Registration and Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the subgrantee is exempted from this requirement under 2 CFR 25.110, the subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
3. Data Universal Numbering System: DUNS number means the nine-digit number Established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (866-606-8220) or on the web at <http://fedgov.dnb.com/webform>).

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<p>ARFF and SRE EQUIPMENT AND VEHICLES: The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<p>EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.</p>
Airport	ARFF Equipment - Off-Airport Storage	<p>OFF-AIRPORT STORAGE OF ARFF VEHICLE: The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<p>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS): The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	<p>AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.</p>
Airport	Lighting - Operation and Maintenance	<p>LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>
Airport	Temporary NAVAIDS	<p>TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) <u>N/A</u> until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	ENVIRONMENTAL: The environmental approval for this project was issued on 05/16/05 (EA) and 01/19/12 (ReEval). This project includes the following mitigation measures: Please refer directly to the approved 2005 EA/FONSI, the 2012 Re-evaluation and any additional environmental documentation for impact considerations and mitigation measures. Contact Steve Houtteman, MDOT-Aero for additional assistance. The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	FRICION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	<p>NAVAIDS - ILS</p> <p>Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.</p>	<p><u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u> The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) Prior to commissioning, assure the equipment meets the FAA's standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	<p>Fence - Wildlife</p>	<p><u>WILDLIFE FENCE:</u> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.</p>
Airport	<p>Land - Revise Exhibit "A" Property Map</p>	<p><u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.</p>
Airport	<p>Land acquisition -Future Land</p>	<p><u>FUTURE DEVELOPMENT LAND:</u> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.</p>
Airport	<p>Master Plan - Coordination</p>	<p><u>COORDINATION:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.</p>

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT: The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	SITE SELECTION: The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	UTILITIES PRORATION: For purposes of computing the United States' share of the allowable project costs, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent.
Airport	Utility Relocation	UTILITY RELOCATION IN PROJECT: The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	OBSTRUCTION REMOVAL: The Sponsor agrees to clear Parcel(s) <u>N/A</u> , as shown on Exhibit "A" Property Map, of the following obstructions: <u>N/A</u> prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.
Airport	Pavement	PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed,

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is: <ol style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed.

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
Airport	Pavement Exceeding \$500,000	<p>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000: The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken. b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.</p> <p>c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p>
Airport	Pavement maintenance	<p>MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p>PROTECTION OF RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	RPZ Acquisition	<p>PROTECTION OF RUNWAY PROTECTION ZONE: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke</p>

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	<p>RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).</p>	<p>ACQUISITION OF THE RUNWAY PROTECTION ZONE: Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire <u>N/A</u> in the Runway Protection Zones for runways that presently are not under its control within <u>N/A</u> years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	VALE equipment	<p>LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment included in this subgrant:</p> <ol style="list-style-type: none"> 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. <p>The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.</p>
Airport	VALE Recharging System	<p>RECHARGING SYSTEM VALE-- USE AND OPERATION REQUIREMENTS: The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the</p>

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	BUILDING AIP PRORATION: For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent of the actual cost of the entire building.
Airport or Noise	Noise Land	ACQUISITION OF NOISE LAND: The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	ANNUAL NOISE REPORT: As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: <ol style="list-style-type: none"> 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map. 6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP. 7) Other information as required by the FAA.
All Sponsor Types	Plans and Specifications	PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specifications Certification	PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <ol style="list-style-type: none"> 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
All Sponsor Types	Design-Only Subgrants	<p>DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.</p>
All Sponsor Types	Force account	<p>FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.</p>
All Sponsor Types	Land Acquisition - Revenue and Program Income	<p>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY: The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on</p>

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	UNIFORM RELOCATION ACT: The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES: The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<p>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY: The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items. 3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.
All Sponsor Types	Non AIP work in project	<p><u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> 1) the Project includes the planning and/or construction of <u>N/A</u> that is not being funded with any Federal funding in this project ; 2) although the Sponsor has estimated a total project cost of \$<u>N/A</u>, the total allowable cost for purposes of determining federal participation will not exceed \$<u>N/A</u>; 3) it must maintain separate cost records for the AIP and non-AIP work; 4) all cost records must be made available for inspection and audit by the FAA; 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and 6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed \$<u>N/A</u>, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.
All Sponsor Types	Planning Scope of Work	<p><u>PRELIMINARY SCOPE OF WORK:</u> This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.</p>
Airport - Non-primary	Fuel farms	<p><u>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS:</u> This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system</p>

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

**APPENDIX G
PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS**

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD		INVOICE NUMBER	SUBMITTAL DATE	
			TO	FROM			
IS THIS PRIME FIRM MDOT-DBE CERTIFIED?			IS THIS THE FINAL INVOICE?				
<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> YES <input type="checkbox"/> NO				
CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
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IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
COMMENTS			

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050

Lansing, Michigan 48909

Questions about this form? Call Toll-free, 1-866-DBE-1264

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Hillsdale

Airport: Hillsdale Municipal Airport

Project Number: B-26-0044-2616

Description of Work: Construct Apron - future terminal area - Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.
(Day) (Month) (Year)

Name of Sponsor:

Name of Sponsor's Authorized Official (Printed/Typed):

Title of Sponsor's Authorized Official (Printed/Typed):

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



City of Hillsdale Agenda Item Summary

Meeting Date: June 19, 2017

Agenda Item: New Business

SUBJECT: Airport Apron Agreement for Professional Engineering Services

BACKGROUND PROVIDED BY: David Mackie, City Manager

New Airport Apron Construction: Approval of this project includes Recommendation to Award the construction contract to Kalin Construction Company, low bidder for base bid and bid alternate no. 1, in the amount of \$1,057,477.60 and the approval of RS&H Construction Phase Services in the amount of \$108,800. The overall Project Budget (Kalin Construction, RS&H and MDOT Aero Administration Fee) is \$1,172,278. The project will be funded by Fiscal Year 2016 and 2017 federal entitlement funds, State entitlement funding, State discretionary funding and local funds. The federal funding will be made available to the City at two times (May 2017 for the FY 2016 funds and September 2017 for the FY 2017 funds). The total local cost associated with the project is programmed at \$102,267.

The Airport Advisory Committee (AAC) voted in support of the apron project at their April 9, 2017 meeting (see attached letter).

RECOMMENDATION:

Approve Amendment No. 1 to the Agreement for Professional Engineering Services with RS&H in the amount of \$108,800.

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This Amendment made this ____ day of _____, in the year of 2017, to the Agreement made on the 13th day of May, in the year of 2016.

BETWEEN THE Owner (hereinafter referred to as Sponsor),

City of Hillsdale
97 Broad Street
Hillsdale, Michigan 49242

and the Engineer (hereinafter referred to as the Consultant),

RS&H Michigan, Inc.
827 Willow Run Airport, 2nd Floor
Ypsilanti, Michigan 48198

for the following project:

Location: Hillsdale Municipal Airport
Hillsdale, Michigan

Description: New Apron Design

Change: Article 3 - Payment, Element 3.1 – Fee to read as follows:

Phase (2) Construction

Elements 1.20, 1.21, 1.22, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30 and 1.31, a firm fixed fee not to exceed One Hundred Eight Thousand, Eight Hundred Dollars (\$108,800.00) for Phase (2) Construction. A breakdown of the additional costs for this amendment are included as Attachment C.

The fee described above shall be considered payment in full by the Sponsor to the Consultant for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions, for Phase (2) Construction.

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

ACCEPTED BY THE SPONSOR

SIGNED IN THE PRESENCE OF

CITY OF HILLSDALE

By:

ACCEPTED BY THE CONSULTANT

SIGNED IN THE PRESENCE OF:

RS&H MICHIGAN, INC.

By:

Patrick T. Frame
Vice President

**ATTACHMENT A-1
SCOPE OF SERVICES**

**HILLSDALE MUNICIPAL AIRPORT
HILLSDALE, Michigan**

**New Apron Design
Construction Phase Services**

This Scope of Services shall be in accordance with all the requirements of the Professional Services Agreement, dated May 13, 2016 and all subsequent amendments.

PROJECT DESCRIPTION

This project consists of construction phase services related to the New Apron Design project.

TASK 1- CONSTRUCTION ADMINISTRATION SERVICES

During this phase the consultant shall provide services to support construction that shall include, but not be limited to:

- 1.1 Participate in a preconstruction conference at the Airport.
- 1.2 Review, on a timely basis, contractors' submittals required by the construction documents, including, but not limited to: shop drawings, test data, samples, materials, equipment, etc. and approve, reject, or otherwise advise on the conformance of such submittals to the requirements of the construction documents.
- 1.3 Provide on a timely basis, so as not to negatively impact the construction schedule, the MDOT AERO and the contractor with technical interpretations of the construction documents or any other Requests for Information (RFI) submitted by the contractors.
- 1.4 Review and concur with change order scope, cost and any modifications to the construction schedule.
- 1.5 Review and recommend for MDOT AERO acceptance or rejection any changes, modifications or substitutions proposed by the contractor. Written justification must accompany any recommendation or rejection.
- 1.6 Estimate construction progress and prepare pay estimates for contractor payment in accordance with the contract documents.
- 1.7 Provide periodic on-site review/monitoring of construction materials, finishes and workmanship in conformance with the standards established in the construction documents. Consultant shall notify the MDOT AERO immediately, verbally and in writing, of any and all observed deviations and/or defects in material, finishes, equipment, systems or workmanship.
- 1.8 Prepare for and attend weekly construction progress meetings.
- 1.9 Compare test results against specification standard and notify the MDOT AERO of any concerns. Provide recommendations as needed to address concerns.

- 1.10 Participate in substantial completion inspections and prepare punch lists.
- 1.11 Participate during start-up of systems/facility commissioning process.
- 1.12 Prepare 'record drawings and update airport layout plan drawings'. These documents shall include all field changes recorded and incorporated during the project.
- 1.13 Prior to the expiration of construction or equipment warranties or guarantees, coordinate a site walk with contractor and MDOT AERO providing an inspection of the facility and provide a report of all observed defects in material, equipment and/or workmanship that are covered under the projects' warranties or guarantees.
- 1.14 All contact or direction given to the Contractor by the Engineer must first be reviewed and approved by the MDOT AERO.
- 1.15 At the conclusion of this phase, provide a copy of all meeting minutes for this phase.

TASK 2 - RESIDENT PROJECT REPRESENTATIVE

- 2.1 Consultant will provide resident project representative services for the project. Specific items shall include:
 - A. Project Startup** Resident Project Representative (RPR) shall prepare the project for construction startup. The RPR shall coordinate with the contractor before and after the preconstruction conference to provide access for the contractor to enter the site to perform surveying, mobilization and other project elements in preparation of construction beginning. The RPR shall develop necessary paperwork, forms, reports, etc. in preparation of construction startup. The RPR shall coordinate with the Airport manager to ensure all issues are addressed and properly communicated with the contractor, tenants, FAA, etc. prior to construction startup. The RPR shall coordinate with the Airport manager concerning all Airport and FAA facilities, NAVAIDS, runway and taxiway lighting circuits and communications cables issues to ensure all electrical related issues are covered and procedures in place to prevent circuits being cut, damaged or otherwise affected prior to construction startup. Coordinate repair of facilities as damage occurs.
 - B. Schedules** Review the baseline and all subsequent progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.
 - C. Conferences and Meetings** Attend meetings with the Contractor, Owner and Engineer such as the preconstruction conference, weekly progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
 - D. Liaison** Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and/or project manager and assist in understanding the intent of the Contract Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
 - E. Review of Work, Inspections and Tests** Perform the following:
 - a. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

- b. Report to the Engineer whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required. Advise the Engineer of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. Coordinate materials acceptance testing failed results and coordinate retesting.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record and report to the Engineer appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of those inspections and provide written reports of said visits to the Engineer.
- e. Field inspect Change Order work to verify completion in accordance with contract documents.

F. Interpretation of Contract Documents Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.

G. Contract Modifications Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and submit a report with the RPR's recommendations to the Engineer. Transmit to the Contractor decisions as approved by MDOT - AERO.

H. Project Records Perform the following:

- a. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents incorporating Addenda, Change Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, test reports, and other Project related documents.
- b. Keep a bound diary or log book, recording the Contractor hours on the job site, weather conditions, data relative to questions, Change Orders, or changed conditions, list of job site visitors, equipment on the site, daily activities, decisions, observations in general, any accident incidents, and specific observations in more detail as in the case of observing test procedures and send copies to the Engineer.
- c. Record names, addresses and telephone numbers of all the contractors, subcontractors and major suppliers of materials and equipment.
- d. Record and monitor installed work for compiling and submitting bimonthly estimates for progress payments to contractors.
- e. Develop and maintain a materials test record book.

I. Project Reports Perform the following:

- a. Furnish the Owner and Engineer monthly reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the Owner and Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders, obtaining backup material from the Contractor, and recommend to the Owner Change Orders.

d. Report immediately to the Owner and Engineer upon the occurrence of any accident.

J. **Certificates, Maintenance and Operation Manuals** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents and have this material delivered to the Engineer for review and forwarding to the Owner prior to final payment for the Work.

K. **Project Closeout** Perform the following:

- a. Before the Owner issues a Certificate of Substantial Completion, conduct a pre-final inspection and submit to the Contractor and Owner a punch list of observed items requiring completion or correction.
- b. Conduct a final inspection in the company of the Engineer, the Owner and the Contractor and prepare a final punch list of items to be completed or corrected.
- c. Observe that all items on the final punch list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

TASK 3- MATERIALS ACCEPTANCE TESTING

- 3.1 Consultant will provide materials acceptance testing for the project. Specific items shall include:
- A. P-152 Subgrade soil compaction testing, including proof roll inspections
 - B. P-209 Aggregate base compaction testing and gradation analysis
 - C. P-401 Bituminous base and surface testing including air void analysis and extractions
 - D. P-501 Portland cement concrete testing
 - E. P-610 Structural Portland cement concrete testing

SCHEDULE

The following preliminary schedule is currently anticipated:

CONSTRUCTION ADMINISTRATION

Notice to Proceed: May 2017
Construction Duration 60 Calendar Days
Substantial Completion: July 2017



HILLSDALE MUNICIPAL AIRPORT

Attachment C - Project Costs

**NEW APRON DESIGN
TERMINAL FACILITY - PHASE 1
Amendment 1**

SCOPE / TASK TITLE	PROJ OFCR/ DIRECTORS	PROJ MGR/ A/E	STAFF A/E	A/E	SENIOR TECHN	TECHN	ADMIN ASSIST	TOTAL
Task 1: Construction Phase Services								
Task 1.1 Pre-Construction Conference	4	8		8				20
Task 1.2 Construction Submittal Review		4		20				24
Task 1.3 Technical Plan Interpretations		4		8				12
Task 1.4 Change Orders		4		8				12
Task 1.5 Substitution Review		4		8				12
Task 1.6 Contractor Pay Requests		2		8				10
Task 1.7 Material Acceptance Verification		2		8				10
Task 1.8 Weekly Progress Meetings	4	48						52
Task 1.9 Review Materials Acceptance Test Results		4		8				12
Task 1.10 Substantial Completion Inspections and Punchlists		6		12				18
Task 1.11 Startup Inspections				4				4
Task 1.12 Prepare Record Drawings		4		40				44
Task 1.13 Warranty Inspections		4		6				10
Task 1.14 Coordination with MDOT	1	4						5
Task 1.15 Progress Meeting Minutes		4		8				12
TOTAL HOURS	9	102	0	146	0	0	0	257
RATE	\$72.10	\$59.00	\$38.71	\$27.50	\$36.25	\$26.85	\$21.18	\$41.56
TOTAL DIRECT LABOR \$	\$649	\$6,018	\$0	\$4,015	\$0	\$0	\$0	\$10,682
OVERHEAD @	178.83%							\$19,102
PROFIT @	11%							\$3,276
TOTAL BURDENED LABOR @	3.10							\$33,061
Task 2: Resident Project Representation (RPR)								
Task 2.1 Resident Project Representative (1 Person, 9 weeks @ 55 hours/week)				495				495
TOTAL HOURS	0	0	0	495	0	0	0	495
RATE	\$72.10	\$59.00	\$38.71	\$27.50	\$36.25	\$26.85	\$21.18	\$27.50
TOTAL DIRECT LABOR \$	\$0	\$0	\$0	\$13,613	\$0	\$0	\$0	\$13,613
OVERHEAD @	178.83%							\$24,343
PROFIT @	11%							\$4,175
TOTAL BURDENED LABOR @	3.10							\$42,131
OTHER DIRECT NON-SALARY COSTS								
REPRODUCTION	# DWGS	# PAGES						
	@	@						
	\$0.50	\$0.10		#SETS				
Drawings	30			10				\$150
Reports/Specifications		100		10				\$100
TOTAL REPRODUCTION								\$250
POSTAGE/DELIVERY	# PCKGS	# PCKGS						
	@	@						
	\$5.00	\$20.00						
Drawings and Specifications	10	5						\$150
TOTAL POSTAGE/DELIVERY								\$150
SPECIALTY SUBCONSULTANTS								
Task 3 - Materials Acceptance Testing	Somat Engineering, Inc.							\$20,040
TOTAL SPECIALTY SUBCONSULTANTS								\$20,040
TRAVEL								
	# People	# Days	Airfare @	Car @	Car @	Lodging @	Per Diem @	
			\$400	\$150	\$1,500	\$91	\$51	
PreConstruction Meeting	2	1	\$0	\$150	\$0	\$0	\$0	\$150
Site Visit Inspection/Weekly Progress Meeting	1	8	\$0	\$1,200	\$0	\$0	\$0	\$1,200
RPR Vehicle (Per Month)	1	2	\$0	\$0	\$3,000	\$0	\$0	\$3,000
RPR Lodging and Per Diem	1	60	\$0	\$0	\$0	\$5,460	\$3,060	\$8,520
Punchlist Inspection	2	1	\$0	\$150	\$0	\$0	\$0	\$150
Final Acceptance Inspection	2	1	\$0	\$150	\$0	\$0	\$0	\$150
TOTAL TRAVEL								\$13,170
MILEAGE								
	0	Miles @	\$0.50					\$0
TOTAL ODC's								\$33,610
Total Proposed Fee for:	Construction Phase Services							\$108,801
								\$108,800

**HILLSDALE MUNICIPAL AIRPORT
NEW APRON
SCOPE OF SERVICES – CONSTRUCTION MATERIALS TESTING**

The scope of services for materials acceptance testing for the New Apron includes the following items. Included as attachments to this Scope of Services are:

- Plan sheets C201 Geometry Plan, C210 Typical Pavement Sections and Details, C401 Grading and Drainage Plan, and C501 Pavement Joint Layout.
- Technical Specifications:
 - P-152 Excavation, Subgrade, and Embankment
 - P-209 Crushed Aggregate Base Course
 - P-401 Hot Mix Asphalt (HMA) Pavements
 - P-501 Portland Cement Concrete (PCC) Pavement
 - P-601 Structural Portland Cement Concrete

ESTIMATED ACCEPTANCE TESTING REQUIREMENTS

WORK ITEM	TEST	MINIMUM FREQUENCY	EST. LOTS	EST. NO. OF TESTS
P-152 Subgrade	Density – ASTM D6938	4 tests per lot	Est. 6 lots	24
	Mod. Proctor – ASTM D1557	1 test per material type		2
P-209 Agg Base	Density – ASTM D6938	2 tests per lot	Est. 6 lots	24
	Gradation – ASTM C136/C112	2 tests per lot	Est. 12 lots	24
	Proctor – ASTM D1557	1 test per material type		1
P-401 Asphalt Surface/Base	Mat Density (Cores cut by contractor) ASTM D2726 or D6752	4 per lot	Est. 2 Lots	8
	Joint Density (Cores cut by contractor) ASTM D2726 or D6752	4 per lot	Est. 2 Lots	8
	Air Voids – ASTM D3203	12 per lot	Est. 2 Lots	24
	Stability – ASTM D6927	12 per lot	Est. 2 Lots	24
	Flow – ASTM D6927	12 per lot	Est. 2 Lots	24
	Bulk Sp Gr – ASTM D2726	12 per lot	Est. 2 Lots	24
	TMD – ASTM D2041	4 per lot	Est. 2 Lots	8
	Thickness	8 per lot (utilizing cores for mat and joint density)	Est. 2 Lots	16

P-501	Flexural Strength – ASTM C31/C78	8 beams per lot	Est. 7 Lots	48
PCC Pavement	Slump/Air/Temp – ASTM C31	4 per Lot	Est. 7 Lots	24
	Thickness (cores cut by contractor) ASTM C174	4 cores per lot	Est. 7 Lots	24
P-610	Compressive Strength – ASTM C31/C39	4 cylinders per pour	Est. 2 pours	8
Structural Concrete	Slump/Air/Temp – ASTM C31	Once per pour	Est. 2 pours	2

March 6th 2017
P170095_REV

Mr. Nicholas Patterson, P.E., LEED AP
Senior Aviation Engineer
RS&H
827 Willow Run Airport
Suite 272
Ypsilanti, Michigan 48198

RE: Proposal to Provide Construction Material Testing Services
Hillsdale Municipal Airport
New Apron
Hillsdale, Michigan

Dear Mr. Patterson:

Somat Engineering, Inc. is pleased to submit this Not-to-Exceed (NTE) cost proposal to provide construction materials testing services associated with the Hillsdale Municipal Airport – New Apron project in Hillsdale, Michigan. We have received and reviewed the Request for Proposal (RFP) dated February 27, 2017 which included the Scope of Services, Plans, and Specifications.

The major items of work associated with this project include:

- P-152 Excavation, Subgrade, and Embankment
- P-209 Crushed Aggregate Base Course
- P-401 Hot Mix Asphalt (HMA) Pavements
- P-501 Portland Cement Concrete (PCC) Pavement
- P-601 Structural Portland Cement Concrete

From these documents, we understand that RS&H would like to obtain a lump sum proposal of fees for Materials Testing Services on this project. From the plans we understand there is a possible alternate to pave the taxiway connector using P-501 (Portland Cement Concrete) in lieu of hot mix asphalt.

Therefore, we have prepared our cost proposal and associated lump sum daily and unit rates as outlined below based on our understanding of the project requirements, anticipated testing schedule and frequency, and the durations provided in the RFP. **The total estimated Not-to-Exceed Service budget is \$20,040.** For the basis of our proposed lump sum unit and daily rates, we estimate that construction testing services for this project will require **18 field/plant/meeting**

days totaling 164 consulting hours including the associated management, testing, travel, and reporting.

The testing services outlined in the RFP scope document will be completed by MDOT certified technicians in compliance with FAA, AASHTO, and ASTM guidelines and standards. The following is a **NTE unit cost** breakdown based on criteria listed in the project documents emailed to us on February 27, 2017 including the specified frequencies, estimated quantities and units for density testing, gradation testing, laboratory proctors, asphalt testing (field, lab, and plant), concrete testing, anticipated project meetings, and reporting:

BASIS OF REMUNERATION				
WORK ELEMENT	UNITS	QUANTITY	UNIT COST	TOTAL COST
Proctor Analysis				
P-152 Subgrade	Test	2	\$275	\$550
P-209 Aggregate Base	Test	1	\$275	\$275
Density Testing				
P-152 Subgrade	Day	3	\$545	\$1,635
P-209 Aggregate Base	Day	3	\$605	\$1,815
Gradation Testing				
P-209 Aggregate Base	Test	24	\$175	\$4,200
Asphalt Testing				
P-401 Surface / Base	Day	2	\$1064	\$2128
Concrete Testing				
P-501 (Including Beams)	Day	7	\$895	\$6,265
P-601 (Including Cylinders)	Day	2	\$575	\$1,150
Meetings				
Pre-Construction	EA	1	\$556	\$556
Management / Reporting				
Final Report	LS	1	\$1,466	\$1,466
Not-to-Exceed Service Budget			TOTAL:	\$20,040

Note: The unit rates for density testing, asphalt testing, concrete testing, and project meetings include a daily vehicle usage fee of \$75 to compensate the costs associated with vehicle rental, insurance, and fuel.

Concrete testing includes casting and testing specimens to ensure required criteria, these prices have been based off of the assumed values of 56 beams and 8 cylinders from the Estimated Acceptance Testing Requirements table.



The costs listed above are based on criteria set forth in your RFP email and includes travel time costs to/from the project site, and asphalt plant (portal to portal) from our Grand Rapids or Taylor facilities as well as the necessary field time, laboratory time, transportation, equipment fees, clerical, management, and reporting. Each task will be billed at the unit rate proposed above as a lump sum for actual work performed by Somat (**up to the NTE total service budget**).

At this time, no additional services are expected. If consulting services are required beyond the scope and units outlined herein, we propose the following fee schedule based on title and unit billing rates (in the event RS&H & Somat agree that an Amendment to the scope/fees are appropriate and applicable):

Additional Scope of Work, Title Billing Rate Fee Schedule

Senior Project Manager:	\$160.00 / Hour
Project Manager / Project Engineer:	\$128.00 / Hour
Field Services Coordinator:	\$75.00 / Hour
Field Engineering Technician:	\$60.00 / Hour
Senior Field Engineering Technician:	\$70.00 / Hour
Bituminous Plant Inspector / Office Tech:	\$75.00 / Hour
Clerical:	\$59.00 / Hour

Additional Scope of Work, Equipment and Transportation Unit Rate Schedule

Troxler Density Gauge:	\$50.00 / Day
Vehicle Transportation Fee:	\$75.00 / Day
Sample Pickup:	\$140.00 / Trip

Additional Scope of Laboratory Testing Unit Rate Schedule

Proctors (Modified):	\$275.00 / Test
Proctors (Standard):	\$200.00 / Test
Gradations (Sieve Analysis):	\$175.00 / Test
Hydrometers (Particle Analysis):	\$60.00 / Test
Beams (Flexural Strength Specimen):	\$25.00 / Test
Cylinder (Compressive Strength Specimen):	\$15.00 / Test



We appreciate the opportunity to submit our proposal for your review and consideration, and we look forward to providing construction testing services to you on this project. Upon your review, should you have any questions or require additional information, please do not hesitate to call us at (616) 575-9230.

Sincerely,
Somat Engineering, Inc.

Micah Brooks

Micah J. Brooks, P.E.
Construction Engineer
Area Manager - Construction Services
West Michigan

Attachments: General Conditions/Proposal Acceptance Form
 Project Team Resumes (SF330 Format)



Section 101.1. Statement of purpose and findings:

The City Council of the City of Hillsdale, Michigan, hereby declares that the purposes of this section are to:

- A.** establish standards for the siting of telecommunications towers and antennas;
- B.** encourage the use of existing structures as an alternative to new tower construction;
- C.** encourage the joint use of towers;
- D.** encourage the design and construction of towers and antennae which minimize adverse visual impacts;
- E.** ensure compliance of all telecommunications facilities with current federal, state, and local regulations;
- F.** facilitate the provision of wireless telecommunications services; and
- G.** prevent harm to the health, welfare, and visual environment of the City of Hillsdale and its citizens.

Section 101.2. Requirements for facility permit submissions

In addition to any other materials required for a standard permit under this section or any other ordinance of the City of Hillsdale, all applicants for permits to construct a telecommunications tower or antenna shall submit visual impact demonstrations using photo simulations of the proposed facility as it would be seen from residential areas, public rights of way, and public parks and other sites as deemed appropriate by the Planning Commission.

Section 101.3. Location of facilities on or near historic structures, historic districts, and scenic corridors

Towers and antennae may be approved on or near historic structures and districts and designated scenic corridors by special exception and only if so concealed as to be substantially invisible. The views of, and vistas from, such structures, districts, and corridors shall not be impaired or diminished by the placement of telecommunications towers and antennae.

Section 101.4. Height Restrictions

- A.** No new telecommunications facility shall exceed 100 feet in height. However, in the event of dense vegetation or other substantial obstacles to signal propagation, facilities can extend to a height of no more than 20 percent above the average tree canopy height within 1,000 feet of the proposed facility.
- B.** Telecommunications overall increase in height of the structure of no more than ten percent of the structure's height without the facility or the maximum height allowed in the zoning district in which the structure is located, whichever is less.

Section 101.5. Co-location

- A.** In all applications for construction of a new facility, the applicant must prove

by substantial evidence that a bona fide need exists for the facility and that no reasonable combination of locations, techniques, or technologies will obviate the need. The applicant must further prove that it has made all reasonable efforts to procure antenna space on existing facilities and that the cost of co-location exceeds the cost of a new facility by at least fifty percent.

B. Prior to the issuance of a permit for a new tower, the applicant shall demonstrate commitment to joint use as follows.

1. The applicant requesting the permit shall submit evidence to the city demonstrating that a genuine effort has been made to solicit additional users for the proposed new tower. Evidence of this shall include, at a minimum, copies of notices sent by registered mail, return receipt requested, to all other providers of cellular and wireless communications services within Hillsdale County and adjacent counties, advising of the intent to construct a new tower, identifying the location, inviting the joint use and sharing of costs, and requesting a written response within fifteen business days.

2. The applicant shall sign an instrument, maintained by the city, agreeing to encourage and promote the joint use of telecommunications towers within the city and, to that extent, committing that there shall be no unreasonable act or omission that would have the effect of excluding, obstructing or delaying joint use of any tower where fair and just market reasonable compensation is offered for such use.

Section 101.6 Setback

No new tower shall be constructed without a setback from the tower's base of at least 1.5 times the tower height to a public or private road and at least 2.5 times the tower height to the nearest property line.

Section 101.7 Equipment shelters.

No equipment shed for a telecommunications facility shall exceed 750 square feet in area nor 12 feet in height. All such sheds shall be screened with vegetation or other aesthetically pleasing materials. Furthermore, all such sheds shall be secured with approved fencing and a locked gate.

Section 101.8 Signs

No commercial messages nor any other signs beyond safety warnings and an identification sign of not greater than 6 square feet shall be placed on any tower or facility.

Section 101.9 Electronic emissions and electromagnetic radiation

A. Prior to commencing regular operation of the facility, all facility owners and operators must submit a certificate of compliance with all current Federal

Communications Commission regulations concerning electromagnetic radiation and other electronic emissions applicable to the facility.

B. All facility operators and owners must sign an agreement, to be maintained by the city, agreeing to bring facilities into compliance with any new federal, state, or local laws or regulations concerning electromagnetic radiation and other electronic emissions applicable to the facility within 120 days of the effective date of the regulations.

Section 101.10 Removal of facilities

The owner of a facility shall establish a \$10,000 cash security fund or provide the City with an irrevocable letter of credit in the same amount to secure the cost of removing an antenna, antenna array, or tower that has been abandoned. In the event of a transfer of ownership, the seller shall be responsible for notifying the buyer of this requirement and for notifying the City of the transfer.

###

Model Ordinance *Wireless Telecommunications Tower*



www.scenic.org

This model ordinance combines the best of several ordinances that Scenic America reviewed in the process of assembling our publication *Taming Wireless Telecommunications Towers*.

This constitutes a bare-bones ordinance, rather than the sort of comprehensive policy document that should accompany every ordinance. Scenic America recommends that each community develop a thorough understanding of its communications needs and visual environment and develop a policy and ordinance to meet the former without compromising the latter.

The Federal Telecommunications Act of 1996 places some restrictions on the ability of communities to regulate wireless telecommunications facilities. Fortunately, the 1996 Act retains local control over many aspects of wireless facilities. [Section 601(c) of the Act specifically prevents the Act from any implied preemption over state or local law unless expressly so provided for in the Act.] The net effect of the Act is that communities:

- (1) cannot enact a blanket ban on all wireless facilities, but can place reasonable restrictions on facilities in certain zones or areas;
- (2) cannot unreasonably discriminate among equivalent service providers;
- (3) cannot regulate placement, construction and modification of wireless facilities on the basis of environmental effects, provided the facility complies with FCC emissions regulations. [Some courts have interpreted the Act to also preempt local regulation of health effects from wireless facilities, but the Act does not specifically preempt health issues, which are traditionally left to local control];
- (4) can exert reasonable control over tower aesthetics, including height restrictions, co-location, setbacks, and other design issues, and safety.

Federal telecommunications law also specifically preserves the rights of states to “protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers.” 47 U.S.C. § 253(b).

Readers should also note that at least two states, Connecticut and Kentucky, decide tower siting issues at the state level. Accordingly, municipalities in those states must tailor their ordinances as needed.

Section 101.1. Statement of purpose and findings:

The City Council of the City of Our Town, West Missouri, hereby declares that the purposes of this section are to:

- A. establish standards for the siting of telecommunications towers and antennas;

- B. encourage the use of existing structures as an alternative to new tower construction;
- C. encourage the joint use of towers;
- D. encourage the design and construction of towers and antennae which minimize adverse visual impacts;
- E. ensure compliance of all telecommunications facilities with current federal, state, and local regulations;
- F. facilitate the provision of wireless telecommunications services; and
- G. prevent harm to the health, welfare, and visual environment of Our Town and its citizens.

Section 101.2. Requirements for facility permit submissions

In addition to any other materials required for a standard permit under this section or any other ordinance of the City of Ourtown, all applicants for permits to construct a telecommunications tower or antenna shall submit visual impact demonstrations using photo simulations of the proposed facility as it would be seen from residential areas, public rights of way, and public parks and other sites as deemed appropriate by the Planning Department.

Section 101.3. Location of facilities on or near historic structures, historic districts, and scenic corridors

Towers and antennae may be approved on or near historic structures and districts and designated scenic corridors by special exception and only if so concealed as to be substantially invisible. The views of, and vistas from, such structures, districts, and corridors shall not be impaired or diminished by the placement of telecommunications towers and antennae.

Section 101.4. Height Restrictions

- A. No new telecommunications facility shall exceed 100 feet in height. However, in the event of dense vegetation or other substantial obstacles to signal propagation, facilities can extend to a height of no more than 20 percent above the average tree canopy height within 1,000 feet of the proposed facility.
- B. Telecommunications facilities that simulate objects that typically occur in landscapes similar to the proposed location (except billboards, electrical transmission, or telecommunications towers) may exceed 100 feet in height if, based on the judgment of the City Planning Department, it would appear in

context on the landscape, is aesthetically acceptable, and would be a preferable alternative to an undisguised facility.

C. Telecommunications facilities located atop or within existing buildings or structures may result in an overall increase in height of the structure of no more than ten percent of the structure's height without the facility or the maximum height allowed in the zoning district in which the structure is located, whichever is less.

Section 101.5. Co-location

A. In all applications for construction of a new facility, the applicant must prove by substantial evidence that a bona fide need exists for the facility and that no reasonable combination of locations, techniques, or technologies will obviate the need. The applicant must further prove that it has made all reasonable efforts to procure antenna space on existing facilities and that the cost of co-location exceeds the cost of a new facility by at least fifty percent.

B. Prior to the issuance of a permit for a new tower, the applicant shall demonstrate commitment to joint use as follows.

1. The applicant requesting the permit shall submit evidence to the city demonstrating that a genuine effort has been made to solicit additional users for the proposed new tower. Evidence of this shall include, at a minimum, copies of notices sent by registered mail, return receipt requested, to all other providers of cellular and wireless communications services within Bent County and adjacent counties, advising of the intent to construct a new tower, identifying the location, inviting the joint use and sharing of costs, and requesting a written response within fifteen business days.

2. The applicant shall sign an instrument, maintained by the city, agreeing to encourage and promote the joint use of telecommunications towers within the city and, to that extent, committing that there shall be no unreasonable act or omission that would have the effect of excluding, obstructing or delaying joint use of any tower where fair and just market reasonable compensation is offered for such use.

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No new tower shall be constructed without a setback from the tower's base of at least 1.5 times the tower height to a public or private road and at least 2.5 times the tower height to the nearest property line.

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A. Prior to commencing regular operation of the facility, all facility owners and operators must submit a certificate of compliance with all current Federal Communications Commission regulations concerning electromagnetic radiation and other electronic emissions applicable to the facility.

B. All facility operators and owners must sign an agreement, to be maintained by the city, agreeing to bring facilities into compliance with any new federal, state, or local laws or regulations concerning electromagnetic radiation and other electronic emissions applicable to the facility within 120 days of the effective date of the regulations.

Section 101.10 Removal of facilities

The owner of a facility shall establish a \$10,000 cash security fund or provide the City with an irrevocable letter of credit in the same amount to secure the cost of removing an antenna, antenna array, or tower that has been abandoned. In the event of a transfer of ownership, the seller shall be responsible for notifying the buyer of this requirement and for notifying the City of the transfer.

Notes

1. For more information on regulating wireless facilities, see the Scenic America publication *Taming Wireless Telecommunications Towers*, available via our web site at www.scenic.org.
2. One of the best local wireless policies and ordinances is that of Albemarle County, Virginia. The entire policy is available on the county's web site at: <http://www.albemarle.org/planning/WirelessPolicy.htm>.



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

AGENDA ITEM: Budget Amendments – Old Business

SUBJECT: 2016-17 Budget

BACKGROUND PROVIDED BY: Bonnie Tew, Finance Director

Budgets are working documents that often need to be adjusted to accommodate unforeseen circumstances that accrue during the course of the year. The attached amendments make just such adjustments to revenues, expenditures, and transfers between funds in the General Fund (101), the Tax Increment Finance Authority Fund (247), the Police - OWI Enforcement Fund (274), and the Capital Improvement Fund (401). Each amendment contains a brief explanation for the adjustment.

RECOMMENDATION:

I recommend Council approve the attached budget amendments to the 2016-17 budget as presented.

Proposed Budget Amendments
Fiscal Year Ending 6-30-17
June 19, 2017

		Account	Old Amount	+ / -	New Amount
General Fund (101)					
Revenues:					
		Federal Grant - Public Safety 101-000.000-505.000	\$0	\$30,000	\$30,000
		USDA Grant for Police equipment. State Grant 101-000.000-569.000	\$0	\$22,500	\$22,500
		Land Bank Demolition Grant for Blighted Properties - 24 E. South St and 128 S. Manning. Other Revenues - Police Department 101-000.00-692.301	\$0	\$10,000	\$10,000
		Community Foundation Grant - Police equipment Other Revenues - Fire Department 101-000.000-692.336	\$0	\$28,000	\$28,000
		Weather Wax/Grumhaus/Hillsdale College/MI Gas for miscellaneous equipment & training. Transfer In - Police OWI Enforcement 101-000.000-699.274	\$0	\$1,500	\$1,500
		Balance of the Police equipment purchases not covered by the grants. <i>Net General Fund Revenue Changes</i>	\$0	\$92,000	\$90,500
Expenditures:					
	Economic Development (174)	Project Costs - CDBG Blight Elimination 101-174.000-967.002	\$350,000	(\$100,000)	\$250,000
		42 Union Street Renovations Blight Elimination Grant Renovations of old Allison's building @ 42. Union - project costs not know at time of budget preparation.			
	Administrative (175)	Legal Services - Tax Cases 101-175.000-806.002	\$15,000	(\$14,000)	\$1,000
		There was a significant reduction in the number of MTT appeals reducing tax legal cases to almost nothing. Insurance 101-175.000-850.000	\$60,000	(\$4,000)	\$56,000
	Elections (191)	Insurance costs came in under what was anticipated. Wages 101-191.000-702.000	\$6,500	(\$1,000)	\$5,500
		Supplies 101-191.000-726.000	\$4,000	(\$4,000)	\$0
		Election costs were lower than anticipated.			
	City Clerk (215)	Wages 101-215.000-702.000	\$77,250	(\$10,000)	\$67,250
		Wages were estimated too high.			
	Finance Department (219)	Wages 101-219.000-702.000	\$56,810	(\$10,000)	\$46,810
		Staffing changes - wages now split with BPU.			
	Building and Grounds (265)	Contractual Services 101-265.000-801.000	\$25,000	(\$5,000)	\$20,000
		Costs were less than anticipated.			
	Parking Lots (266)	Wages 101-266.000-702.000	\$9,690	(\$5,000)	\$4,690
		Fringe Benefits - Allocated 101-266.000-725.000	\$6,820	(\$4,000)	\$2,820
		Budget projections were higher than actual expenditures.			
	Airport (295)	Contractual Services 101-295.000-801.000	\$73,750	\$72,000	\$145,750
		Unbudgeted costs for runway maintenance/fuel pump and lighting repairs/increased costs of grounds maintenance from land acquisition.			
	Department of Public Services (441)	Contractual Services 101-441.000-801.000	\$46,770	(\$10,000)	\$36,770
		Costs were less than anticipated.			
	Transfers To Other Funds (965)	Transfer - Capital Improvement 101-965.000-999.401	\$300,000	\$200,000	\$500,000
		For future capital projects not yet appropriated. <i>Net General Fund Expenditure Changes</i>		\$92,000	

Proposed Budget Amendments
Fiscal Year Ending 6-30-17
June 19, 2017

Account	Old Amount	+ / -	New Amount
Source of Funds: General Fund - Fund Balance			
General Fund (101)			
Budgeted Revenues	\$4,893,000		
Amendments	\$92,000		
Total Amended Budget Revenues	<u>\$4,985,000</u>		
Budgeted Expenditures		\$4,893,000	
Amendments		\$92,000	
Total Amended Budget Expenditures	<u>\$4,985,000</u>		
Amended Budget Revenues less Expenditures	<u>\$0</u>		
General Fund (101)			
Fund Balance June 30, 2016	\$913,097		
Budgeted revenues less expenditures	<u>\$0</u>		
Budgeted fund balance	<u>\$913,097</u>		
Fund Balance June 30, 2016		\$913,097	
Amended budgeted revenues less expenditures		\$0	
Amended Budgeted Fund Balance		<u>\$913,097</u>	
Tax Increment Finance Authority (247)			
Expenditures:			
Capital Outlay (900)			
Contractual Services			
247-900.000-801.000	\$78,000	\$55,000	\$133,000
Place Making/Business Attraction for Happy Pants & Hero's Nest.			
Transfer - Capital Improvement			
247-900.000-999.401	\$270,000	\$135,000	\$405,000
Keefer House and Dawn Theater Purchases.			
		<i>Net TIFA Fund Expenditure Changes</i>	<i>\$190,000</i>
Source of Funds: TIFA - Fund Balance			
Tax Increment Finance Authority (247)			
Budgeted Revenues	\$120,500		
Amendments	<u>\$0</u>		
Total Amended Budget Revenues	\$120,500		
Budgeted Expenditures		\$428,000	
Amendments		\$190,000	
Total Amended Budget Expenditures	<u>\$618,000</u>		
Amended Budget Revenues less Expenditures	<u>(\$497,500)</u>		
Tax Increment Finance Authority (247)			
Fund Balance June 30, 2016	\$744,095		
Budgeted revenues less expenditures	<u>\$307,500</u>		
Budgeted fund balance	<u>\$436,595</u>		
Fund Balance June 30, 2016		\$744,095	
Amended budgeted revenues less expenditures		(\$497,500)	
Amended Budgeted Fund Balance		<u>\$246,595</u>	

Proposed Budget Amendments
Fiscal Year Ending 6-30-17
June 19, 2017

Account	Old Amount	+ / -	New Amount
Police - OWI Enforcement (274)			
Expenditures:			
Police Department (301)			
Transfer - General Fund			
274-301.000-999.101	\$0	\$1,500	\$1,500
Balance of Equipment purchases that grants didn't cover.			
		<i>Net Police - OWI Enforcement Fund Expenditure Changes</i>	<i>\$1,500</i>
Source of Funds: Police - OWI Enforcement - Fund Balance			
Police - OWI Enforcement (274)			
Budgeted Revenues	\$3,000		
Amendments	\$0		
Total Amended Budget Revenues	<u>\$3,000</u>		
Budgeted Expenditures		\$4,000	
Amendments		<u>\$1,500</u>	
Total Amended Budget Expenditures	<u>\$5,500</u>		
Amended Budget Revenues less Expenditures	<u>(\$2,500)</u>		
Police - OWI Enforcement (274)			
Fund Balance June 30, 2016	\$10,266		
Budgeted revenues less expenditures	<u>\$1,000</u>		
Budgeted fund balance	<u>\$9,266</u>		
Fund Balance June 30, 2016		\$10,266	
Amended budgeted revenues less expenditures		<u>(\$2,500)</u>	
Amended Budgeted Fund Balance		<u>\$7,766</u>	
Capital Improvement Fund (401)			
Revenues:			
Transfers in - General Fund			
401-000.000-699.101	\$300,000	\$200,000	\$500,000
For future capital projects not yet appropriated.			
Transfers in - TIFA			
401-000.000-699.247	\$270,000	\$135,000	\$405,000
For Keefer House and Dawn Theater Purchases.			
		<i>Net Capital Improvement Fund Revenue Changes</i>	<i>\$335,000</i>
Source of Funds: General Fund/TIIFA - Fund Balances			
Capital Improvement (401)			
Budgeted Revenues	\$700,000		
Amendments	<u>\$335,000</u>		
Total Amended Budget Revenues	<u>\$1,035,000</u>		
Budgeted Expenditures		\$1,000,600	
Amendments		<u>\$0</u>	
Total Amended Budget Expenditures	<u>\$1,000,600</u>		
Amended Budget Revenues less Expenditures	<u>\$34,400</u>		
Capital Improvement Fund (401)			
Fund Balance June 30, 2016	\$663,055		
Budgeted revenues less expenditures	<u>(\$300,600)</u>		
Budgeted fund balance	<u>\$362,455</u>		
Fund Balance June 30, 2016		\$663,055	
Amended budgeted revenues less expenditures		<u>\$34,400</u>	
Amended Budgeted Fund Balance		<u>\$628,655</u>	



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

AGENDA ITEM: New Business

SUBJECT: Repurchase of Electric Substation from MSCPA

BACKGROUND PROVIDED BY STAFF (Michael Barber, BPU Director)

In 1979, each of the MSCPA's members entered into separate Substation Agreements with the Agency whereby certain substation assets were acquired by the Agency for the benefit of each respective member. In Section 11 of these agreements, provision was made providing each member the option to repurchase these assets for \$100 once the debts related to these assets had been retired.

Following the retirement of the Litchfield Endicott Generating Station, with a reduce asset base for the Agency, it has now become more cost effective for each member to add these facilities to their own asset lists, and to insure as each member deems appropriate. See attached letter from MSCPA General Manager Glen White.

In order to effectuate this transfer, the MSCPA Board of Commissioners approved the attached resolution authorizing the sale of the Substation Facilities, including easements and interests in land. In order to complete this transaction, each member's governing body must also pass the attached resolution authorizing the repurchase.

RECOMMENDATION:

It is the recommendation of the Hillsdale Board of Public Utilities that the City Council adopt the Resolution Regarding Repurchase of Substation Facilities.

RESOLUTION NO. 3314

RESOLUTION REGARDING REPURCHASE OF SUBSTATION FACILITIES

Minutes of a Regular Meeting of the City Council of the City of Hillsdale, County of Hillsdale, State of Michigan (the ‘‘Municipality’’) held on the 19th day of June, 2017 at 7:00 p.m., prevailing Eastern Time.

PRESENT: Scott M. Sessions, Mayor
Adam Stockford, Ward 1
Brian Watkins, Ward 1
Timothy Dixon, Ward 2
William Morrissey, Ward 2
Bruce Sharp, Ward 3
William Zeiser, Ward 3
Matthew Bell, Ward 4
Patrick Flannery, Ward 4

ABSENT: None

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

WHEREAS, the Michigan South Central Power Agency (the ‘‘Agency’’) was formed as a Joint Agency by its members, the Municipality and the Cities of Coldwater and Marshall, and the Villages of Clinton and Union City (the ‘‘Members’’), under and pursuant to 448 Public Acts of Michigan, 1976, as amended (the ‘‘Act’’); and

WHEREAS, the Municipality and the Agency entered into a Substation Agreement on September 15, 1979 (the ‘‘Agreement’’), under which the Municipality sold to the Agency its Substation Facilities; and

WHEREAS, Section 11 of the Agreement enables the Municipality to repurchase the Substation Facilities for one hundred dollars (\$100.00) once all Bonds of the Agency have been paid; and

WHEREAS, all Bonds of the Agency have been paid; and

WHEREAS, it is necessary and desirable for the Municipality to repurchase the Substation Facilities, in accordance with Section 11 of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSDALE:

1. Capitalized terms not defined in this resolution shall have the meaning ascribed to them in the Substation Agreement.
2. The Municipality hereby agrees to exercise its right to repurchase the Substation Facilities, including easements and interests in land, if any, for one hundred dollars (\$100.00).
3. The Mayor, City Manager, City Clerk, and City Treasurer are each authorized to negotiate and execute all agreements, bills of sale, deeds, and other documentation necessary to finalize the repurchase of the Substation Facilities and corresponding transfer of assets.
4. This Resolution shall be effective at the earliest time permitted by law.

Roll call: Council Member Bell
Council Member Dixon
Council Member Flannery
Council Member Morrissey
Council Member Sharp
Council Member Stockford
Council Member Watkins
Council Member Zeiser
Mayor Sessions

Motion _____

RESOLUTION DECLARED _____.

Stephen M. French, MMC
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Hillsdale, County of Hillsdale, State of Michigan, at a Regular Meeting held on June 19, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Stephen M. French, MMC
City Clerk

MICHIGAN SOUTH CENTRAL POWER AGENCY

RESOLUTION REGARDING SALE OF SUBSTATION FACILITIES

Minutes of a Regular Meeting of the Board of Commissioners of the Michigan South Central Power Agency (the "Agency") held on the 4th day of May, 2017 at 11 o'clock, a.m., prevailing Eastern Time.

PRESENT: Members: Paul Beckhusen, Tom Tarkiewicz, Kevin Cornish, and Mike Barber

ABSENT: Members: Chris Mathis

The following preamble and resolution were offered by Member Kevin Cornish and supported by Member Tom Tarkiewicz.

WHEREAS, the Agency was formed as a Joint Agency by its members, the Cities of Coldwater, Hillsdale, and Marshall, and the Villages of Clinton and Union City (the "Members"), under and pursuant to Act 448, Public Acts of Michigan, 1976, as amended (the "Act"); and

WHEREAS, the Members and the Agency entered into separate Substation Agreements on September 15, 1979 (the "Agreements"), under which the Members sold to the Agency their respective Substation Facilities; and

WHEREAS, Section 11 of each of the Agreements provides the option to each of the Members to repurchase their individual Substation Facilities for one hundred dollars (\$100.00) once all Bonds of the Agency have been paid; and

WHEREAS, all Bonds of the Agency have been paid; and

WHEREAS, the Agency has received or will soon receive offers from each of the Members to repurchase the Substation Facilities.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MICHIGAN SOUTH CENTRAL POWER AGENCY:

1. Capitalized terms not defined in this resolution shall have the meaning ascribed to them in the Substation Agreement.
2. The Agency hereby agrees to sell the respective Substation Facilities, including easements and interests in land, to each of the Members for one hundred dollars (\$100.00).
3. The General Manager, Director of Finance, Chairperson, and Secretary are each authorized to negotiate and execute all agreements, bills of sale, deeds, and other documentation necessary to finalize the sale of the Substation Facilities and corresponding transfer of assets and interests in land.
4. This Resolution shall be effective at the earliest time permitted by law.

AYES: Members: Paul Beckhusen, Tom Tarkiewicz, Kevin Cornish, and Mike Barber

NAYS: Members:

RESOLUTION DECLARED ADOPTED.


Christina Bernard, Secretary



MICHIGAN SOUTH CENTRAL POWER AGENCY

720 HERRING ROAD · LITCHFIELD, MICHIGAN 49252

PHONE (517) 542-2346 · FAX (517) 542-3049

WEB SITE www.mscca.net

MEMO

To: Kevin Cornish, Clinton
Paul Beckhusen, Coldwater
Mike Barber, Hillsdale
Tom Tarkiewicz, Marshall
Chris Mathis, Union City

From: Glen White, MSCPA General Manger

Date: May 5, 2017

Subject: Member Repurchase of Substation Facilities

On September 15, 1979, each of the Agency's members entered into separate Substation Agreements with the Agency whereby certain substation assets were acquired by the Agency for the benefit of each respective member. In Section 11 of these agreements, provision was made providing each member the option to repurchase these assets for \$100 once the debts related to these assets had been retired.

Historically, these assets were insured by the Agency as a group, which allowed for lower overall insurance costs. Following the retirement of the Endicott Generating Station, with a reduced asset base for the Agency, it has now become more cost effective for each member to add these facilities to their own asset lists, and to insure as each member deems appropriate.

In order to effectuate this transfer, the MSCPA Board of Commissioners yesterday approved a resolution authorizing the sale of the Substation Facilities, including easements and interests in land (copy attached). In order to complete this transaction, each member's governing body must also pass a resolution authorizing the repurchase. Attached is a resolution prepared by our general counsel for your consideration.

Once the resolutions have been approved, a Bill of Sale will be issued by the Agency to complete this process. As the Agency's fiscal year ends on June 30, we would like to finalize this effort prior to that date.

Please feel free to contact me if you have any questions, concerns, or need any additional information.



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

AGENDA ITEM: New Business

SUBJECT: Resolution to Amend the BPU Security Deposits

BACKGROUND PROVIDED BY STAFF (Michael Barber, BPU Director)

The deposit structure and system currently used will no longer be able to be utilized within the BS&A software. This has caused a need for a change to the deposit policy.

The current system looks at 12 months of previous bills and averages them together to create a deposit requirement based on property history. We then utilize a company called Online Utility Exchange to obtain a risk factor (multiplier). This can in effect lead to a large deposit based on the prior occupant's usage. BS&A does not have this capability.

Online Utility Exchange has its own website interface and there is no additional cost for us to use it. With the use of the website, any of our customer service representatives can obtain a risk factor from 0% to 100% displayed on the computer screen.

We looked into other municipalities and their deposit requirements and we have determined a new system based purely on credit risk percentage and a set rate for the deposits.

The new amounts shall be:

0.0% - 10.0%:	No Deposit
10.1% - 25.0%:	\$100
25.1% - 50.0%:	\$175
50.1% - 75.0%:	\$225
75.1% - 100.0%:	\$400

The current deposit structure does not incorporate refunds after a certain period of time for a customer who establishes a good payment history with the utility. The only time a refund of the deposit is given under the current structure is when the service is discontinued.

Going forward in the new structure, after eighteen months, any accounts in good standing with no late fees or penalties, with on time payments would have the deposit credited to their utility

account. We feel this will be a fair and just system for all of our customers and eliminate the need for the deposit to be calculated based on someone else's billing history. It will also give our customers a chance to establish a good payment history with us and be able to obtain a deposit credit to their account.

RECOMMENDATION:

It is the recommendation of the Hillsdale Board of Public Utilities that the City Council adopt the Resolution to Amend the Hillsdale Board of Public Utilities Customer Service, Electric, Water and Sewer Departments Rules and Regulations and Thereby Require a Customer Service Security Deposit in Certain Situations.

RESOLUTION NO. 3315

A RESOLUTION TO AMEND THE HILLSDALE BOARD OF PUBLIC UTILITIES CUSTOMER SERVICE, ELECTRIC, WATER AND SEWER DEPARTMENT RULES AND REGULATIONS AND THEREBY A THE POSTING OF A CUSTOMER SERVICE SECURITY DEPOSIT IN CERTAIN SITUATIONS

WHEREAS, the Hillsdale Board of Public Utilities has heretofore adopted and implemented various rules and regulations which it deemed necessary to carry out its function of the management of the municipal utilities, including provisions regarding customer service security deposits and has established certain fees and charges; and,

WHEREAS, the Hillsdale Board of Public Utilities has codified and has, from time to time in the past, amended the rules and regulations so adopted and implemented; and,

WHEREAS, the Hillsdale Board of Public Utilities has reviewed its customer accounts and collection practices and has determined that good management practices require the posting of customer service security deposits in certain situations; and,

WHEREAS, the Hillsdale Board of Public Utilities has determined that it is necessary to again amend its "Customers Service, Electric, Water and Sewer Department Rules and Regulations", so as to amend the policy regarding the posting of customer service security deposits in certain situations.

NOW, THEREFORE, BE IT RESOLVED that Section 2 of the "Customer Service, Electric, Water and Sewer Department Rules and Regulations" of the Hillsdale Board of Public Utilities should be and the same hereby is amended so as to provide as set forth in the attached Exhibit A which is incorporated herein by reference.

BE IT FURTHER RESOLVED that upon the approval of the aforementioned amendment to the Customer Service, Electric, Water and Sewer Department Rules and Regulations by the Hillsdale City Council pursuant to Hillsdale Municipal Code Sec. 2-152, a copy of the amended rules and regulations shall be placed on file with the City Clerk where they shall be available for public inspection.

BE IT FURTHER RESOLVED that upon approval of the aforementioned amended rules and regulations, public notice shall be given that the amended rules and regulations are on file with the City Clerk and are available for public inspection.

The foregoing Resolution was duly adopted at a regular meeting of the Hillsdale Board of Public Utilities held on the 13th day of June, 2017 and was then referred to the Hillsdale City Council for its approval.

PASSED IN OPEN COUNCIL MEETING THIS 19th DAY OF JUNE, 2017.

Scott M. Sessions, Mayor

ATTEST:

Stephen M. French, MMC
City Clerk

BPU RESOLUTION NO. 205

A RESOLUTION TO AMEND THE HILLSDALE BOARD OF PUBLIC UTILITIES CUSTOMER SERVICE, ELECTRIC, WATER AND SEWER DEPARTMENT RULES AND REGULATIONS AND THEREBY A THE POSTING OF A CUSTOMER SERVICE SECURITY DEPOSIT IN CERTAIN SITUATIONS

WHEREAS, the Hillsdale Board of Public Utilities has heretofore adopted and implemented various rules and regulations which it deemed necessary to carry out its function of the management of the municipal utilities, including provisions regarding customer service security deposits and has established certain fees and charges; and,

WHEREAS, the Hillsdale Board of Public Utilities has codified and has, from time to time in the past, amended the rules and regulations so adopted and implemented; and,

WHEREAS, the Hillsdale Board of Public Utilities has reviewed its customer accounts and collection practices and has determined that good management practices require the posting of customer service security deposits in certain situations; and,

WHEREAS, the Hillsdale Board of Public Utilities has determined that it is necessary to again amend its "Customers Service, Electric, Water and Sewer Department Rules and Regulations", so as to amend the policy regarding the posting of customer service security deposits in certain situations.

NOW, THEREFORE, BE IT RESOLVED that Section 2 of the "Customer Service, Electric, Water and Sewer Department Rules and Regulations" of the Hillsdale Board of Public Utilities should be and the same hereby is amended so as to provide as set forth in the attached Exhibit A which is incorporated herein by reference.

BE IT FURTHER RESOLVED that upon the approval of the aforementioned amendment to the Customer Service, Electric, Water and Sewer Department Rules and Regulations by the Hillsdale City Council pursuant to Hillsdale Municipal Code Sec. 2-152, a copy of the amended rules and regulations shall be placed on file with the City Clerk where they shall be available for public inspection.

BE IT FURTHER RESOLVED that upon approval of the aforementioned amended rules and regulations, public notice shall be given that the amended rules and regulations are on file with the City Clerk and are available for public inspection.

The foregoing Resolution was duly adopted at a regular meeting of the Hillsdale Board of Public Utilities held on the 13th day of June, 2017 and was then referred to the Hillsdale City Council for its approval.

Bob Batt, BPU Board Vice-President

ATTEST:



Stephen M. French, MMC
City Clerk/BPU Board Secretary

Exhibit A

Section 2 Deposit Provisions - Deposit Requirement

The Hillsdale Board of Public Utilities deposit policy is designed to assess the credit risk associated with applications for new or continued service, while protecting the assets of our utility.

This policy is based upon the use of a technology-based screening tool called the ONLINE Utility Exchange to assess credit risk at the point of application and charge deposits only to those potential customers and existing customers who pose credit risk.

Deposit Criteria

The Hillsdale Board of Public Utilities shall consider the status of the applicant and act according to the following criteria:

New Account

If a property can be liened as allowed by law, then no deposit will be required. However, ONLINE Utility Exchange will be used to verify identity.

If a property cannot be liened as allowed by law:

1. Applicants who return no credit risk (returned by ONLINE Utility Exchange 0.0% to 10.0% risk) will pay no deposit amount, all other deposits will be as follows, (returned by ONLINE Utility Exchange 10.1% to 25.0% risk) will pay \$100, (returned by ONLINE Utility Exchange 25.1% to 50.0% risk) will pay \$175, (returned by ONLINE Utility Exchange 50.1% to 75.0% risk) will pay \$225, (returned by ONLINE Utility Exchange 75.1% to 100.0% risk) will pay \$400.
2. A service applicant who provides a social security number that is returned as deceased, non-issued, belonging to a person under the age of 18, or belonging to a person other than the applicant, or is fraudulent, shall be denied service until that person supplies a valid social security number.
3. Payment of any deposit is expected in full at the time of notification before the account can be established. Payment arrangements will not be accepted on deposits.

Existing Account

Any existing customer who becomes delinquent and has had two or more disconnects in any consecutive 12-month period, shall be deemed to have an unsatisfactory payment record and must pay a maximum deposit to continue service. The maximum deposit will be an amount of \$400. Payment of any deposit is expected in full at the time of notification. Payment arrangements will not be accepted on deposits.

Deposit Duration

Deposits may be credited to customer accounts after eighteen months if the account has been paid by the specified due dates and no penalties have been incurred, at the discretion of the Hillsdale Board of Public Utilities.

The Hillsdale Board of Public Utilities will refund a deposit upon discontinuance of service. The deposit will be applied against any outstanding balance for utility service and the remainder (if any) will be refunded to the customer.



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017
AGENDA ITEM: New Business
SUBJECT: Generator #5 & #6 Rebuild, Phase 3

BACKGROUND PROVIDED BY STAFF (Michael Barber, BPU Director)

At the inception of this project I mentioned that the project would cover the next three (3) years due to total project costs. With the second year almost completed I am asking Council to approve the final year costs so the project can be continued to completion. This is a capital project identified in the FYE 2018 budget at \$385,000.00.

Scope of Services

- Replace on board computer systems with an updated Program Logic Controllers.
- Continue repairs to Generators #5 & #6.

RECOMMENDATION:

It is the recommendation of the Hillsdale Board of Public Utilities that the City Council approve the Capital Project budgeted amount of \$385,000.00 to continue with the repairs of Generators #5 & #6 .



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

AGENDA ITEM: New Business

SUBJECT: Water and Wastewater Revised Utility Rate Model

BACKGROUND PROVIDED BY STAFF (Michael Barber, BPU Director)

Last year we contracted with Plante & Moran to develop a Water and Wastewater Utility Rate Model. At the presentation of that rate model it was recommended that the model be revisited and adjusted annually. With it closing in on the one year timeframe, we contacted Plante & Moran to revisit the model and make a recommendation for any changes.

In the 2017 version of the model, the approved annual increase for 2018 was 9% and the wastewater increase was 4% per year. Together, this was approximately 6% per year. The recommended changes in this year's model are 17% in the water and 2.5% in the wastewater for the commodity charge. Together this comes to a combined 7.2% increase; but, with the adjustments to the Readiness to Serve, the actual impact to residential customers is less than 6%.

RECOMMENDATION:

It is the recommendation of the Hillsdale Board of Public Utilities that the City Council approve the Revised Water & Wastewater Rate Model and the recommendations to the Water and Sewer Rates.

**Hillsdale Board of Public Utilities
Hillsdale County, Michigan**

**Water and Wastewater Fund Financial Forecast
(Cash-needs Basis)
For the Years Ending June 30, 2018 to 2022**

Contents

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Summary of Significant Forecast Assumptions/Significant Accounting Policies	2-6
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June 05, 2017

To the Board
Hillsdale Board of Public Utilities
Hillsdale County, Michigan

As outlined in our engagement letter dated March 15, 2017, we have created a utility rate model using Microsoft Excel. That model has been delivered to the Hillsdale Board of Public Utilities' (the "BPU") Finance Department. For the creation of the model, we obtained source documents including the BPU's audited financial statements, the BPU's budget, and various supporting documents to accumulate historical information about volume of water and wastewater sold, administrative costs, future debt service, and future capital needs of the systems. We met with various BPU employees in order to formulate the assumptions used in the model to forecast future performance of the systems.

The purpose of the model is not just to calculate what the water and wastewater rates charged to customers should be to cover costs in a one year period. Rather, the model calculates, based on management's assumptions, what the rate should be in order to achieve and then maintain a targeted level of modified working capital over an extended period of time.

On the following pages, we explain some of the more important or sensitive assumptions and estimates used in the model. Finally, based on the assumptions, we include a summary of the suggested rate changes as calculated by the model.

Management is responsible for making all management decisions regarding the setting of water and sewer rates, including determination of which costs should be borne by ratepayers, and determination of the allocation of costs among fixed and variable charges, when applicable. Moreover, BPU management is also responsible for performing all management functions relating to use of the model, including the underlying assumptions and related notes, and for accepting full responsibility for such decisions, even if Plante Moran provides advice as to the assumptions applied or assists in drafting the forecasted financial statements and related notes. Plante Moran disclaims any liability to BPU or any third parties for all such management decisions and/or functions, including any management decisions or functions relating to the setting of water and sewer rates.

The following information is intended solely for the information and use of the Board of Public Utilities and the City of Hillsdale City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,
PLANTE & MORAN, PLLC



Brian J Camiller

Hillsdale Board of Public Utilities Hillsdale County, Michigan

Summary of Significant Forecast Assumptions/ Significant Accounting Policies

The assumptions disclosed herein are those that management believes are significant to the forecast. The assumptions are not all-inclusive and the forecasted results may not be attained. Management intends for the forecast to indicate the cash inflows and outflows of the system and rate levels necessary to cover the cash outflows and to accumulate reserves for future capital needs and for adequate working capital.

All forecasted revenue and expenditures are reported using the cash-needs basis, which differs from generally accepted accounting principles that are used for historical audited financial statements. Under the cash-needs basis, revenue is recognized when it is received in cash and expenditures are recorded when there is a cash outflow. The Board of Public Utilities' historical audited financial statements would not report capital outlay or principal payments on debt as expenses of the Water and Sewer Funds. Instead, capital items would be capitalized and principal payments would be shown as a reduction to the debt.

Significant assumptions include the following:

- The model projects operations on a cash basis so as to provide an analysis of sufficient modified working capital.
- Beginning modified working capital for both systems agrees to the ending balance as reported in the June 30, 2016 audited financial statements, plus the expected increase to modified working capital as calculated by the 2017 version of the model.
- Significant capital outlay over the next 5 years includes:
 1. Completion of the \$1.9 million SRF to complete the wastewater treatment plant renovation.
 2. A dump truck
 3. Manhole rehabilitation, various wastewater main replacements, various water main replacements
 4. Rebuild various lift stations and other improvements
 5. Updates to computers and other IT.
- With the exception of the wastewater treatment plant renovations, all other capital outlay noted above will be paid out of current cash flow.
- Debt service payments, principal and interest, reflect the existing debt of the water and wastewater system, including:
 1. For Wastewater, the 2015 SRF loan, less \$1 million of debt forgiveness. The repayment schedule has been provided by the Michigan Finance Authority.

Hillsdale Board of Public Utilities Hillsdale County, Michigan

Summary of Significant Forecast Assumptions/ Significant Accounting Policies

2. For Wastewater, the \$1.9 million as noted above for completing the Wastewater plant renovations. The repayment schedule has been provided by Public Financial Management, Inc.
 3. The vector truck noted above (originally \$450,000, only \$360,000 remaining) will be paid off over the next 4 years and the payments will be split evenly (50/50) between water and wastewater.
- For operating and administrative expenses without a separate assumption, a 2.7 percent inflationary increase has been assumed based on <http://www.usinflationcalculator.com>.
 - Both Water and Wastewater include an administrative expense for a PILOT (payment in lieu of taxes) paid to the City. This agrees to the 2018 budget and is calculated as stipulated by BPU Resolution 200. We have not examined the appropriateness of the PILOT payment.
 - The calculation of the PILOT is unusual compared to other cities we work with. We recommend calculating the total PILOT charge as part of the budget process and pay it in monthly or quarterly installments all during the year. An alternative option would be to pay the City an administrative charge for costs incurred by the City on behalf of the BPU. This too could be paid monthly or quarterly during the year.
 - The volume of water sold has been in decline over the past several years. Actual water sold (gallons) over the past five years was as follows:

FY 2012	274,523,000
FY 2013	267,588,000
FY 2014	270,622,000
FY 2015	256,250,000
FY 2016	252,060,000

Because the volume sold has continued to decline, using a 3-year or 5-year average could result in a significant overestimation of volume sold. The model assumes 252,060,000 gallons of water will be sold annually, the same amount as sold in FY 2016.

- The volume of sewage treated has likewise declined over the past several years. Actual volume of sewage treated over the past five years was as follows:

FY 2012	244,231,000
FY 2013	238,384,000
FY 2014	248,184,000
FY 2015	235,174,000
FY 2016	233,168,000

Hillsdale Board of Public Utilities Hillsdale County, Michigan

Summary of Significant Forecast Assumptions/ Significant Accounting Policies

On average, over the past 5 years, the sewage treated is 91% of the gallons of water sold. The model assumes 228,891,000 gallons of sewage will be treated and billed based on the water sales assumption above.

- While there continue to be new customers tapping into both the water and wastewater systems, the increase is not enough to cause a substantial change in the assumption of units sold. The model assumes the number of customers will stay the same over the next five years. If the rate of new customers tapping into the system increases substantially, the forecast of units sold should be revised.
- The target working capital can be broken down into 3 components:
 1. 60 days of operational expenses
 2. The next year of debt service payments
 3. 5 percent of the net book value of the system's capital assets in the event of an emergency capital replacement.
- The BPU currently charges a Readiness To Serve (RTS) charge to all of its customers, one for water service and one for wastewater service. This fixed charge is meant to pay for the fixed costs of the system that do not fluctuate with volume of water produced and/or sold. For example, the cost to the BPU to read a meter and then print and mail a bill does not change whether the customer uses 1,000 gallons or 1,000,000 gallons of water.

The RTS charge per customer is predicated on the size of their meter. For example, a customer with a 3/4 inch meter is currently charged \$11 per month for water and \$17 per month for wastewater. A customer with a 2 inch meter is charged \$58.67 per month for water and \$90.66 for wastewater. Increasing the RTS by meter size is consistent with other municipalities throughout Michigan.

The model includes a calculation to analyze the reasonableness of the Readiness To Serve (RTS) charge. Based on that analysis, the model suggests that the Water RTS for a 3/4 inch customer can be increased \$1 to \$2 per customer per month. Conversely, the model suggests the Wastewater RTS should be reduced by \$3 per customer per month. For the purposes of the forecast, the model has been adjusted to increase the Water RTS for 3/4 and 1 inch meter customers by \$1, from \$11 to \$12 per customer per month. The model has been adjusted to **decrease** the Wastewater RTS by \$3, from \$17 to \$14 per customer per month for 3/4 and 1 inch meter customers.

The fee increase from a 1 inch to 2 inch to 3 inch meter and so on is typically based on the volume of water that can flow through the meter. Volume is calculated by the formula $V = \pi$

Hillsdale Board of Public Utilities Hillsdale County, Michigan

Summary of Significant Forecast Assumptions/ Significant Accounting Policies

(3.14) times the radius of the meter squared ($V = \pi r^2$). Using this formula, a 2 inch meter is 4 times the size of a 1 inch meter and a 10 inch meter is 100 times the size of a 1 inch meter. Therefore, one would expect the RTS charged to customers to increase in this fashion. We refer to this progression in size as the “meter ratio”. We typically see this method with other municipalities, but the BPU has not followed it exactly. The following table shows the typical meter ratio as compared with the BPU’s meter ratio in the current rate structure:

Meter size (in inches)	Typical meter ratio	Current BPU meter ratio	Difference
3/4	1	1	-
1	1	1.7	0.67
1.5	2.25	3.3	1.08
2	4	5.3	1.33
3	9	9.2	0.18
4	16	16.7	0.67
6	36	33.3	(2.67)

Based on this chart, the customers with a 1, 1.5, 2, 3, and 4 inch meters are paying a higher charge than what we would normally expect, while the 6 inch meter customers are paying less. For the purposes of the model, the revenue assumed to be generated by the RTS charges has been calculated assuming the BPU will change the fee structure to reflect the typical meter ratio as noted in the table above it. The current and suggested Readiness to Serve charges are as follows:

WATER

Meter size (in inches)	Current RTS (per month)	Suggested RTS (per month)	Difference
3/4	\$ 11.00	\$ 12.00	\$ 1.00
1	\$ 18.33	\$ 12.00	\$ (6.33)
1.5	\$ 36.67	\$ 27.00	\$ (9.67)
2	\$ 58.67	\$ 48.00	\$ (10.67)
3	\$ 101.00	\$ 108.00	\$ 7.00
4	\$ 183.33	\$ 192.00	\$ 8.67
6	\$ 366.67	\$ 432.00	\$ 65.33

Hillsdale Board of Public Utilities Hillsdale County, Michigan

Summary of Significant Forecast Assumptions/ Significant Accounting Policies

WASTEWATER

Meter size (in inches)	Current RTS (per month)	Suggested RTS (per month)	Difference
3/4	\$ 17.00	\$ 14.00	\$ (3.00)
1	\$ 28.34	\$ 14.00	\$ (14.34)
1.5	\$ 56.66	\$ 31.50	\$ (25.16)
2	\$ 90.66	\$ 56.00	\$ (34.66)
3	\$ 170.00	\$ 126.00	\$ (44.00)
4	\$ 283.34	\$ 224.00	\$ (59.34)
6	\$ 566.66	\$ 504.00	\$ (62.66)

If the assumptions detailed above hold true, with the suggested rate changes explained below, both water and wastewater operations will achieve the target level of modified working capital after the forecasted five years.

Please note: The model should be revised annually as actual results will deviate from the assumptions.

Hillsdale Board of Public Utilities Hillsdale County, Michigan

Summary of Forecasted Rate Changes

Water and Wastewater Rates

Over the past five years, the water and wastewater rates have been as follows:

	Water	Wastewater
FY 2013	\$ 1.93	\$ 2.85
FY 2014	\$ 1.99	\$ 2.92
FY 2015	\$ 2.04	\$ 2.85
FY 2016	\$ 2.10	\$ 2.85
FY 2017	\$ 2.29	\$ 4.99

As a result of the assumptions noted above and after several discussions with BPU management, the model proposes the following changes to the BPU's Water and Wastewater rate structure for the next fiscal year and the 4 years following:

	Current Rate (FY 17)	Suggested by Model (FY 18)	Suggested Annual Change
Water	\$ 2.29	\$ 2.69	17.34%
Wastewater	4.99	5.12	2.57%
	<u>\$ 7.28</u>	<u>\$ 7.81</u>	7.2%

In the 2017 version of the model, the suggested annual increase to the water rate was 9% and the wastewater increase was 4% per year. Together, this was approximately 6% per year. There are a few significant changes to the assumptions from last year to this year:

1. Water capital outlay is approximately \$600,000 more in the 2018 model for the years 2018 to 2021.
2. Water operating expenses in that same period are \$700,000 more than in the 2017 model
3. Wastewater operating expenses in that same period are \$800,000 less in the 2018 model
4. Actual modified working capital for water as of June 30, 2016 was \$72,000 better than the 2017 model anticipated.
5. Actual modified working capital for wastewater as of June 30, 2016 was \$119,000 better than the 2017 model anticipated.

Because of the adjustment to the RTS noted above, the actual impact to residential customers is less than 6 percent.

To demonstrate this, we have calculated the annual user charge for two sample residential customers:

Hillsdale Board of Public Utilities Hillsdale County, Michigan

Summary of Forecasted Rate Changes

Customer #1		Actual	Forecast	Forecast	Forecast	Forecast	Forecast
		2017	2018	2019	2020	2021	2022
Average User Water bill							
Average customer uses	67.00 units						
	Ready to serve	\$ 132.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00
	Usage charge	\$ 153.43	\$ 180.03	\$ 211.24	\$ 247.86	\$ 290.84	\$ 341.26
Total Annual Water bill		\$ 285.43	\$ 324.03	\$ 355.24	\$ 391.86	\$ 434.84	\$ 485.26
Overall effective increase in Water average annual user cost			13.5%	9.6%	10.3%	11.0%	11.6%
Average User Sewer bill							
Average customer uses	67.00 units						
	Ready to serve	\$ 204.00	\$ 168.00	\$ 168.00	\$ 168.00	\$ 168.00	\$ 168.00
	Usage charge	\$ 334.33	\$ 342.91	\$ 351.72	\$ 360.75	\$ 370.02	\$ 379.52
Total Annual Sewer bill		\$ 538.33	\$ 510.91	\$ 519.72	\$ 528.75	\$ 538.02	\$ 547.52
Overall effective increase in Sewer average annual user cost			-5.1%	1.7%	1.7%	1.8%	1.8%
Total Annual Water/Sewer bill		\$ 823.76	\$ 834.95	\$ 874.96	\$ 920.62	\$ 972.85	\$1,032.78
Overall effective increase in Water/Sewer annual user cost			1.4%	4.8%	5.2%	5.7%	6.2%
Customer #2		Actual	Forecast	Forecast	Forecast	Forecast	Forecast
		2017	2018	2019	2020	2021	2022
Average User Water bill							
Average customer uses	89.00 units						
	Ready to serve	\$ 132.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00	\$ 144.00
	Usage charge	\$ 203.81	\$ 239.14	\$ 280.60	\$ 329.25	\$ 386.34	\$ 453.31
Total Annual Water bill		\$ 335.81	\$ 383.14	\$ 424.60	\$ 473.25	\$ 530.34	\$ 597.31
Overall effective increase in Water average annual user cost			14.1%	10.8%	11.5%	12.1%	12.6%
Average User Sewer bill							
Average customer uses	89.00 units						
	Ready to serve	\$ 204.00	\$ 168.00	\$ 168.00	\$ 168.00	\$ 168.00	\$ 168.00
	Usage charge	\$ 334.33	\$ 342.91	\$ 351.72	\$ 360.75	\$ 370.02	\$ 379.52
Total Annual Sewer bill		\$ 538.33	\$ 510.91	\$ 519.72	\$ 528.75	\$ 538.02	\$ 547.52
Overall effective increase in Sewer average annual user cost			-5.1%	1.7%	1.7%	1.8%	1.8%
Total Annual Water/Sewer bill		\$ 874.14	\$ 894.06	\$ 944.33	\$ 1,002.00	\$ 1,068.35	\$1,144.83
Overall effective increase in Water/Sewer annual user cost			2.3%	5.6%	6.1%	6.6%	7.2%

The change to the RTS charges partially offsets the rate increases in 2018. An average residential user should only see a first year rate increase of approximately 1-2 percent. In future years, the increase is approximately 4 to 7 percent.

Hillsdale Board of Public Utilities Hillsdale County, Michigan

Summary of Forecasted Rate Changes

Summary Water & Sewer Combined

Fiscal Year Ended June,

Working Capital and Use of Cash

	Forecast 2018	Forecast 2019	Forecast 2020	Forecast 2021	Forecast 2022
Beginning Working Capital (7/1/17)	\$876,948	\$613,804	\$738,863	\$713,023	\$1,117,613
Operating outflows	2,199,920	2,262,465	2,327,542	2,395,270	2,465,772
Capital improvements	2,549,333	416,333	670,333	370,333	285,333
Annual debt service	416,106	417,981	419,606	415,981	417,231
Total Use of Cash	5,165,360	3,096,780	3,417,482	3,181,585	3,168,337
Beginning Working Capital Less Total Use of Cash	(4,288,412)	(2,482,976)	(2,678,619)	(2,468,562)	(2,050,724)
Target Working Capital and Reserves Balance	1,761,235	1,761,423	1,769,124	1,766,772	1,758,586
Target Revenue Required to Meet Target Reserves	\$ 6,049,647	\$ 4,244,399	\$ 4,447,743	\$ 4,235,334	\$ 3,809,311

Revenue Breakdown

Target Revenue Required to Meet Target Reserves	\$ (6,049,647)	\$ (4,244,399)	\$ (4,447,743)	\$ (4,235,334)	\$ (3,809,311)
Less: debt/grant proceeds	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -
Less: Non user fee revenue:	\$ 40,000	\$ 26,060	\$ 26,645	\$ 27,256	\$ 27,748
Sewer & Water Fixed Revenues	\$ 1,173,432	\$ 1,173,432	\$ 1,173,432	\$ 1,173,432	\$ 1,173,432
User Fee Required to Meet Target Reserves	\$ (3,036,215)	\$ (3,044,907)	\$ (3,247,666)	\$ (3,034,646)	\$ (2,608,131)
Forecasted Misc Revenue	\$ 40,000	\$ 26,060	\$ 26,645	\$ 27,256	\$ 27,748
Forecasted Revenue Generated under Smoothed Rate	\$ 1,848,784	\$ 1,996,287	\$ 2,164,920	\$ 2,358,231	\$ 2,580,383

Over (Short) of Target Working Capital and Reserves at Year End (\$1,147,431) (\$1,022,560) (\$1,056,102) (\$649,159) (\$0)

Forecasted Working Capital and Reserves at Year End \$613,804 \$738,863 \$713,023 \$1,117,613 \$1,758,586

Flow usage in gal (1000) 252,060 252,060 252,060 252,060 252,060

Resulting Usage Fee (MCFI)

	Current Actual	2017 Actual	2018	2019	2020	2021	2022
Water	\$ 2.290	\$ 5.12	\$ 2.69	\$ 3.15	\$ 3.70	\$ 4.34	\$ 5.09
Annual Average Rate Increase			17.34%	17.34%	17.34%	17.34%	17.34%
Sewer	\$ 4.990	\$ 5.25	\$ 5.12	\$ 5.25	\$ 5.38	\$ 5.52	\$ 5.66
Annual Average Rate Increase			2.57%	2.57%	2.57%	2.57%	2.57%
Total Rate	\$ 7.28	\$ 7.81	\$ 8.40	\$ 9.08	\$ 9.86	\$ 10.76	

Overall change in combined rate 7.2% 7.7% 8.1% 8.6% 9.1%

Water (based on 6,000 gallons used)

FYE 2017

FYE 2018

Proposed

<u>Meter Size</u>	<u>RTS</u>	<u>Commodity</u>	<u>Total</u>	<u>Rate</u>		<u>Meter Size</u>	<u>RTS</u>	<u>Commodity</u>	<u>Total</u>	<u>Rate</u>
3/4"	\$11.00	\$13.74	\$24.74	\$2.29		3/4"	\$12.00	\$16.14	\$28.14	\$2.69
1"	\$18.33	\$13.74	\$32.07			1"	\$12.00	\$16.14	\$28.14	
1 1/2"	\$36.67	\$13.74	\$50.41			1 1/2"	\$27.00	\$16.14	\$43.14	
2"	\$58.67	\$13.74	\$72.41			2"	\$48.00	\$16.14	\$64.14	
3"	\$101.00	\$13.74	\$114.74			3"	\$108.00	\$16.14	\$124.14	
4"	\$183.33	\$13.74	\$197.07			4"	\$192.00	\$16.14	\$208.14	
6"	\$366.67	\$13.74	\$380.41			6"	\$432.00	\$16.14	\$448.14	

Sewer (based on 6,000 gallons used)

<u>Meter Size</u>	<u>RTS</u>	<u>Commodity</u>	<u>Total</u>	<u>Rate</u>		<u>Meter Size</u>	<u>RTS</u>	<u>Commodity</u>	<u>Total</u>	<u>Rate</u>
3/4"	\$17.00	\$29.94	\$46.94	\$4.99		3/4"	\$14.00	\$30.72	\$44.72	\$5.12
1"	\$28.34	\$29.94	\$58.28			1"	\$14.00	\$30.72	\$44.72	
1 1/2"	\$56.66	\$29.94	\$86.60			1 1/2"	\$31.50	\$30.72	\$62.22	
2"	\$90.66	\$29.94	\$120.60			2"	\$56.00	\$30.72	\$86.72	
3"	\$170.00	\$29.94	\$199.94			3"	\$126.00	\$30.72	\$156.72	
4"	\$283.34	\$29.94	\$313.28			4"	\$224.00	\$30.72	\$254.72	
6"	\$566.66	\$29.94	\$596.60			6"	\$504.00	\$30.72	\$534.72	

Total Monthly Water and Wastewater Charges

<u>Meter Size</u>	<u>FYE 2017</u>	<u>FYE 2018</u>
3/4"	\$71.68	\$72.86
1"	\$90.35	\$72.86
1 1/2"	\$137.01	\$105.36
2"	\$193.01	\$150.86
3"	\$314.68	\$280.86
4"	\$510.35	\$462.86
6"	\$977.01	\$982.86



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

AGENDA ITEM: New Business

SUBJECT: MERS Defined Contribution Plan

BACKGROUND PROVIDED BY: City Manager – David Mackie

John Gretzinger, Labor Attorney; Kay Freese, Human Resource Director; and myself have spent considerable time discussing several pension options with MERS in an effort to reduce our liability. The adoption of the MERS Defined Contribution Plan for new hired (eligible) employees is our first step. Tentative proposals for this pension change have been forwarded to the bargaining units for negotiation. However, it is felt the City and BPU should move the non-union groups forward on making this change immediately.

I am proposing the MERS Defined Contribution Plan for all non-union employees hired (eligible) as of July 1, 2017. A Projection Study of the changing to the MERS DC Plan is required to begin the process. The City of Hillsdale must also adopt the Defined Contribution Plan Agreement and pass a resolution adopting the plan. I have attached copies of the necessary documents for your review.

The BPU Board recommended approval of the Projection Study and adoption of the MERS Defined Contribution Plan to the City Council at their June 13, 2017 meeting.

RECOMMENDATION:

I recommend City Council approve the Projection Study and adopt the MERS Defined Contribution Plan with the Resolution of Adoption for all non-union employees hired (eligible) after of July 1, 2017.



Municipal Employees' Retirement System of Michigan
 1134 Municipal Way • Lansing, MI 48917
 800.767.MERS (6377) • Fax: 517.703.9707
 www.mersofmich.com

Request for Projection Study

Please print clearly • Retain a copy for your records

1. Municipality information

Municipality name* City of Hillsdale		Municipality number (6 digits including reporting unit)* 3001	
Division name* 13 (General Non-Union) and 14 (BPU Non-Union)		Division number* 13 & 14	
Contact name* Kay Freese	Contact email* kfreese@cityofhillsdale.org	Contact phone number* 517-437-6443	Contact fax number* 517-437-3388

2. Proposed Hybrid Plan

Fill out this section if you are planning to change to the *MERS Hybrid Plan* for new hires.

DB Portion	DC Portion
Benefit multiplier: <input type="checkbox"/> 1.0% <input type="checkbox"/> 1.25% <input type="checkbox"/> 1.5% [<input type="checkbox"/> 1.75%** <input type="checkbox"/> 2.0%**] Retirement Age: <input type="checkbox"/> Age 60 <input type="checkbox"/> F55/25 Average age of a new hire for this group: _____ years old	Employer contribution to DC portion of Hybrid: _____%***

New hires, rehires, and transfers will be enrolled in the MERS Hybrid Plan.

- Current participants will remain in Defined Benefit Plan; future participants will be enrolled in the Hybrid Plan.
- Current Defined Benefit participants will be given the option to freeze their accrued benefit in the Defined Benefit Plan and enroll in Hybrid Plan for future service.
- Current Defined Benefit participants' accrued benefit will be frozen and enrolled in the Hybrid Plan for all future service.
- Allow current Defined Benefit participants the option to convert their accrued benefit to a present value lump sum deposit into the Defined Contribution portion of the Hybrid Plan. *(Minimum funding level is required. Conversion can be elected with either frozen option above.)*

3. Proposed Defined Contribution Plan

Fill out this section if you are planning to change to the *MERS Defined Contribution Plan* for new hires.

Employer contribution to DC: 7.00 %***

New hires, rehires, and transfers will be enrolled in the MERS Defined Contribution Plan.

- Current participants will remain in Defined Benefit Plan; future participants will be enrolled in Defined Contribution.
- Current Defined Benefit participants will be given the option to freeze their accrued benefit in the Defined Benefit Plan and enroll in the Defined Contribution Plan for future service.
- Current Defined Benefit participants' accrued benefit will be frozen and enrolled in the Defined Contribution Plan for all future service.
- Allow current Defined Benefit participants the option to convert their accrued DB benefit to a present value lump sum deposit into the MERS Defined Contribution Plan. *(Minimum funding level is required. Conversion can be elected with either frozen option above.)*

* Required field

** These multipliers are only available to divisions that are not covered by Social Security

*** The selected employer contribution rate is not binding and will only be used for illustration purposes. The employer will elect the actual employer contribution rate in the Defined Contribution or Hybrid Adoption Agreements.

Request for Projection Study

3. Effective date

Proposed Effective Date of plan change: 07/01/2017
(mm/dd/yyyy)

4. Certification on all requests

If employee groups are to be split or combined for pension and projection purposes, then the requestor must supply a current *Employee Census Form* of those employees affected (contact MERS for *Employee Census Form*). There will be an additional charge for this service.

This Projection Study will be based upon the most recent Annual Actuarial Valuation.

Provisions and parameters of the MERS Hybrid Plan are set out by the *MERS Plan Document*, Sections 65-70, and for the MERS Defined Contribution Plan by the *MERS Plan Document*, Sections 47-64. These provisions are non-modifiable.

The requestor understands:

1. The completed valuation will only address plan costs directly associated with the data provided on this form.
2. These specific costs are only applicable to benefits requested in this Projection Study and may not be relied on for any other benefit option or combination thereof. If another benefit program is selected or negotiated, a new *Request for Projection Study* must be submitted.
3. The costs that will be calculated by this study are considered reliable for a 12-month period beginning on the date of the study.
4. MERS policy requires that all resolutions to change MERS benefits must be processed with a corresponding Projection Study and Valuation by the MERS actuary indicating specific costs and benefits. If MERS receives a Resolution to change plan type without supporting Projection Study without a corresponding valuation, MERS staff will order a Projection Study at the expense of the requestor. The resolution will not be implemented until the required contributions to support the benefit proposals selected are calculated by the actuary and all other requirements are met.

Signature of authorized official*

Printed name/title of authorized representative*

Date (mm/dd/yyyy)*

Email address (where report is to be sent)*

* Required field

Submit this form with payment to:

Municipal Employees'
Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917
Fax: 517.703.9707

Questions? Please contact us at 800.767.MERS (6377).

If you have speech or hearing difficulties and need assistance completing this form, contact the Michigan Relay Center at 800.649.3777. If you have other disabilities, contact MERS at 800.767.MERS (6377) to request special accommodations.

Resolution Adopting the MERS Defined Contribution Plan



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 | www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

WHEREAS, the participating entity desires to adopt the MERS Defined Contribution Plan for its designated employees;

WHEREAS, the participating entity has furnished MERS with required data regarding each eligible employee and retiree;

WHEREAS, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Defined Contribution Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

IT IS HEREBY RESOLVED:

1. On behalf of the participating entity, the governing body of City of Hillsdale adopts the MERS Defined Contribution Plan in accordance with Plan Section 4 for its eligible employees as described in the MERS Defined Contribution Adoption Agreement, subject to the MERS Plan Document and as authorized by 1996 PA 220, as both may be amended;
2. The governing body agrees to the terms of and authorizes (title) Mayor Scott Sessions and City Clerk Stephen French to execute the initial MERS Defined Contribution Adoption Agreement, a copy of which is attached hereto and which is hereby incorporated by reference; and

I hereby certify that the above is a true copy of the Defined Contribution Resolution adopted at the official meeting held by the governing body of this municipality:

Dated: _____, 20____. _____
(Signature of Authorized Official)

This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution is filed with MERS, MERS determines that all necessary requirements under the Plan Document, the Adoption Agreement, and this Resolution have been met, and MERS certifies the Resolution below.

Received and Approved by the Municipal Employees' Retirement System of Michigan:

Dated: _____, 20____. _____
(Authorized MERS Signatory)

MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 | www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. Employer Name City of Hillsdale **Municipality #:** 3001

If new to MERS, provide your municipality's/court's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of July, 2017.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):
 Vesting credit from date of hire No vesting credit

This division is for new hires, rehires, and transfers of current Defined Benefit* division # 13 & 14 and/or current Hybrid division # N/A
Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (defined benefit or hybrid) employees (select one of the following and see Plan Document, Section 64 for more information):

- Will have a one-time opportunity to convert the value of their current defined benefit from the existing defined benefit or hybrid plan into the new Defined Contribution Plan as a lump sum, or continue accruing service in the Defined Benefit. (Complete *MERS Defined Contribution Conversion Addendum*.)
- Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Defined Contribution plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for participants to make their election is: / /
- Will be required to cease service accrual in Defined Benefit and will transfer to Defined Contribution for future service accrual.

** By completing the section above, the Employer acknowledges receiving Projection Study results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

B. If this is an **amendment** of an existing Adoption Agreement (existing division number _____), the effective date shall be the first day of _____, 20____.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Defined Contribution Plan Adoption Agreement

- C. If this is to **separate employees from an existing Defined Contribution division** (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- D. If this is to **merge division(s)** _____ into division(s) _____, the effective date shall be the first of _____, 20____.

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

General Non-Union & BPU Non-Union hired after 07/01/2017

(Name of Defined Contribution division – e.g. All Full Time Employees, or General After 7/01/13)

To further define eligibility, (check all that apply):

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be two month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement. The temporary exclusion period will be _____ month(s).

MERS Defined Contribution Plan Adoption Agreement

IV. Provisions

1. Vesting (Check one):

- Immediate
- Cliff Vesting (fully vested after below number years of service)
 - 1 year 2 years 3 years 4 years 5 years
- Graded Vesting
 - 20 % after 1 year of service
 - 40 % after 2 years of service
 - 60 % after 3 years of service (min 25%)
 - 80 % after 4 years of service (min 50%)
 - 100 % after 5 years of service (min 75%)
 - % after 6 years of service (min 100%)

Vesting will be credited using (check one):

- Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Participants will be credited with one vesting year for each calendar year in which hours are worked

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) 60

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

2. Contributions

a. Will be remitted (check one):

- Weekly
- Bi-Weekly (every other week)
- Semi-Monthly (twice each month)
- Monthly
- Other (must specify) _____

b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts						
Employee Contribution	5.00%						
Employer Contribution	7.00%						

Direct mandatory employee contributions as pre-tax

c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

MERS Defined Contribution Plan Adoption Agreement

3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- Medicare taxable wages reported in Box 5 of Form W-2
- All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals
- Compensation, for retirement purposes, is defined as base wages. Any of the following may be included:
 - Longevity pay
 - Overtime pay
 - Shift differentials
 - Pay for periods of absence from work by reason of vacation, holiday, and sickness
 - Workers' compensation weekly benefits (if reported and are higher than regular earnings)
 - A member's pre-tax contributions to a plan established under Section 125 of the IRC
 - Transcript fees paid to a court reporter
 - A taxable car allowance
 - Short term or long term disability payments
 - Payments for achievement of established annual (or similar period) performance goals
 - Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
 - Lump sum payments attributable to the member's personal service rendered during the FAC period
 - Other: _____
 - Other 2: _____

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please complete and attach the *MERS Defined Contribution Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

MERS Defined Contribution Plan Adoption Agreement

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by City of Hillsdale on
the _____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: Scott Sessions, Mayor Stephen French, City Clerk

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)



City of Hillsdale Agenda Item Summary

MEETING DATE: June 19, 2017

AGENDA ITEM: New Business

SUBJECT: Municipal Employees Retirement System (MERS) Contribution Plan Amendment

BACKGROUND PROVIDED BY STAFF: City Manager – David Mackie

As part of our effort to decrease the outstanding pension liability, last year the City Council and administration decided to increase the non-union employee contributions to four percent (4%) on July 1, 2016 and five percent (5%) on July 1, 2017. In order to comply with MERS policy, it is necessary to amend the MERS Defined Benefit Plan for non-union employees from four percent (4%) to five percent (5%) effective July 1, 2017.

Attached is the amended MERS Defined Benefit Adoption Agreement for your review.

RECOMMENDATION:

I recommend the City Council approve and authorize the Mayor and Clerk signatures for amendment of the Defined Benefit Adoption Agreement with MERS for Non-union, Divisions 13 and 14 to five percent (5%) July 1, 2017 for the employee contribution rate.

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Hillsdale Municipality #: 3001

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number 13 & 14), the effective date shall be the first day of July, 2017. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D. If this is to **separate employees from an existing Defined Benefit division** (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.

E. If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.

Defined Benefit Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

Only retirees will be in this division.

To receive one month of service credit (check one):

An employee shall work 10 _____ hour days.

An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

Probationary Periods are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

Temporary employees in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be _____ month(s).

IV. Provisions

Valuation Date: _____, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

Our MERS representative presented and explained the valuation results to the

_____ on _____
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

As an authorized representative of this municipality, I _____
(Name)

_____ waive the right for a presentation of the results.
(Title)

Defined Benefit Plan Adoption Agreement

7. Normal Retirement Age: _____ (any age from 60 – 70)

8. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service of either <input type="checkbox"/> 25 or <input type="checkbox"/> 30 years
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

9. Other

- Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the participant's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)

Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:

- Interest rate for employee contributions as determined by the Retirement Board, or
- MERS' assumed rate of return as of the date of the distribution.

10. Cost-of-Living Adjustment

<input type="checkbox"/> All current retirees as of effective date <input type="checkbox"/> Retirees who retire between _____/01/____ and _____/01/____ <i>(one time increase only)</i>	<input type="checkbox"/> Future retirees who retire after effective date
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

11. Service Credit Purchase Estimates are:

- Not permitted
- Permitted

Defined Benefit Plan Adoption Agreement

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Defined Benefit Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Hillsdale City Council on
the 19th day of June, 2017.
(Name of Approving Employer)

Authorized signature: _____

Title: _____ Mayor _____ City Clerk

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)



City of Hillsdale Agenda Item Summary

Meeting Date: June 19, 2017

Agenda Item: New Business

SUBJECT: Municipal Employees Retirement System (MERS) Contribution Plan Amendments

BACKGROUND PROVIDED BY STAFF: City Manager – David Mackie

Included in the bargaining agreement with the Police Officers Association of Michigan (POAM) is an increase of employee contribution rates to four percent (4%) on July 1, 2016 and five percent (5%) on July 1, 2017. MERS requires an amendment of our existing Defined Benefit agreement reflecting those changes by the City Council.

I have attached the required forms for your review.

RECOMMENDATION:

I recommend the City Council approve and authorize the Mayor and City Clerk signatures to amend the Police Division 02 Defined Benefit Adoption Agreement with MERS changing the employee contribution rates to four percent (4%) on July 1, 2016 and five percent (5%) on July 1, 2017.

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Hillsdale **Municipality #:** 3001

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number 02), the effective date shall be the first day of July, 2017. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D. If this is to **separate employees from an existing Defined Benefit division** (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20__.

E. If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20__.

Defined Benefit Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

- Only retirees will be in this division.

To receive one month of service credit (check one):

- An employee shall work 10 _____ hour days.
 An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be _____ month(s).

IV. Provisions

Valuation Date: _____, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

- Our MERS representative presented and explained the valuation results to the

_____ on _____
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

- As an authorized representative of this municipality, I _____
(Name)

_____ waive the right for a presentation of the results.
(Title)

Defined Benefit Plan Adoption Agreement

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) _____ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) _____ years

4. Vesting (5 -10 yrs, increments of 1 yr) _____ years

5. Required employee contribution (Max 10%, increments of 0.01%) 5.00 %

6. Compensation, for retirement purposes, is defined as base wages and all of the following. Check applicable boxes to *include* these types from your MERS reported wages:

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
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- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: _____
- Other 2: _____

Defined Benefit Plan Adoption Agreement

7. Normal Retirement Age: _____ (any age from 60 – 70)

8. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service of either <input type="checkbox"/> 25 or <input type="checkbox"/> 30 years
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

9. Other

- Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the participant's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)

Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:

- Interest rate for employee contributions as determined by the Retirement Board, or
- MERS' assumed rate of return as of the date of the distribution.

10. Cost-of-Living Adjustment

<input type="checkbox"/> All current retirees as of effective date	<input type="checkbox"/> Future retirees who retire after effective date
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Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
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Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

11. Service Credit Purchase Estimates are:

- Not permitted
- Permitted

Defined Benefit Plan Adoption Agreement

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Defined Benefit Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Hillsdale City Council on
the 19th day of June, 2017.
(Name of Approving Employer)

Authorized signature: _____

Title: Mayor City Clerk

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

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Defined Benefit Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Hillsdale City Council on
the 19th day of June, 2017.
(Name of Approving Employer)

Authorized signature: _____

Title: Mayor City Clerk

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)



City of Hillsdale Agenda Item Summary

Meeting Date: June 19, 2017
Agenda Item: New Business
SUBJECT: Amendment to Airport Ground Lease

BACKGROUND PROVIDED BY: David Mackie, City Manager

In late April 2017, Airport Manager Jason Walters and I became aware that because he is using a small portion of his private airport hangar for one of his non-aviation businesses, that portion of the hangar needed a separate lease agreement with the City to comply with FAA guidelines. The attached lease agreement was drafted to meet FAA guidelines and has been reviewed by legal counsel. According to the lease agreement, Walters will pay the City an additional \$215 annually.

RECOMMENDATION:

Approve the Amendment to the Airport Ground Lease with JW Enterprises, Inc. and Jason Walters to Permit Certain Non-aeronautical Use.

**AMENDMENT TO AIRPORT GROUND LEASE
TO PERMIT CERTAIN NON-AERONAUTICAL USE**

This Amendment to Airport Ground Lease To Permit Certain Non-Aeronautical Use is entered into this ____ day of June, 2017, between the City of Hillsdale, a Michigan municipal corporation, of 97 N. Broad Street, Hillsdale, Michigan, 49242, (“Hillsdale”), and Jason Walters and JW Enterprises, Inc., d/b/a Patriot Aviation of Hillsdale, both with offices at 1697 Airport Road, Hillsdale, Michigan, 49242, (Mr. Walters and JW Enterprises being collectively referred to as “Tenant”).

1. Background and Purpose. On October 11, 1993, Hillsdale entered into an Airport Ground Lease (“the Lease”) between Hillsdale as Landlord and Blair D. Mohr as Tenant, for the lease of land located within the Hillsdale Municipal Airport upon which was located an aircraft hangar. The Lease limited the use of the land to the storage of aircraft and activities incidental thereto, subject to the other terms stated within the Lease. A copy of the Lease is attached hereto as Exhibit A. On March 13, 2015, Mr. Mohr assigned his interest in the Lease to Jason Walters, by way of the execution of an Assignment of Tenant’s Interest in Airport Ground Lease, which Assignment was accepted by Mr. Walters and which Assignment had been acknowledged and consented to by Hillsdale on February 16, 2015. A copy of the Assignment, Acceptance, and Acknowledgment is attached hereto as Exhibit B. Mr. Walters is the owner of JW Enterprises, Inc., which corporation is the owner of the hangar located on the leased premises, and which corporation serves as the Fixed-Based Operator at the Hillsdale Municipal Airport pursuant to a contractual agreement with Hillsdale. Subsequent to the Assignment of the Lease to Mr. Walters, Mr. Walters sought permission to utilize part of the hangar located on the leased premises for non-aeronautical uses. Hillsdale thereafter sought permission from the Michigan Department of Transportation, Office of Aeronautics, (“MDOT”), to approve the interim use of Mr. Walters’ hangar space for non-aeronautical purposes, which permission was granted, subject to the conditions stated in the letter of approval from MDOT dated April 24, 2017, a copy of which is attached hereto as Exhibit C. Hillsdale and Tenant enter into this Amendment to Airport Ground Lease to establish the terms under which Tenant may make non-aeronautical use of portions of the hangar located on the leased premises.

2. Addition of JW Enterprises, Inc. as a Tenant. The Lease is hereby amended to provide that JW Enterprises, Inc., is a Tenant under the Lease in addition to Jason Walters, and is subject to all of the terms and conditions of the Lease.

3. Non-Aeronautical Use of Hangar. The section of the Lease titled “Term & Purpose,” is hereby amended to permit Tenant to make non-aeronautical use of those portions of the hangar located on the leased premises designated and depicted as “non-aeronautical use space” on Exhibit D attached hereto, subject to all of the terms and conditions of the Lease and the Assignment, as amended hereby, and otherwise subject to all requirements of the MDOT approval letter attached as Exhibit C hereto and all applicable federal, state, and local laws, ordinances, and regulations. Tenant’s non-aeronautical use of the leased premises shall be limited to those business activities being conducted by Tenant as of the date of this Amendment, which are limited to: 1) small product sales and limited warehousing for Tenant’s business needs and; 2) the provision of specialty clerical services. Tenant shall take reasonable steps to restrain foot and vehicular traffic of

customers, employees, and other business invitees associated with Tenant's non-aeronautical use of the premises and to otherwise minimize the use of airport facilities by those customers, employees, and business invitees.

4. Cessation of Non-Aeronautical Use of Hangar. Regardless of any other provisions contained in the Lease regarding term or termination, if at any time an aeronautical user becomes available and requests a lease at Hillsdale Municipal Airport, the space being used by Tenant for non-aeronautical use must be made available to the aeronautical user, in which event Tenant's right to make non-aeronautical use of the premises shall immediately terminate, and Tenant shall have 72 hours within which to vacate the portions of the premises being utilized for non-aeronautical purposes.

5. Prohibition of Modifications. Tenant is prohibited from making any modifications whatsoever to the space being utilized for non-aeronautical purposes.

6. Additional Rent. Tenant shall pay as additional rent for its non-aeronautical use of the leased premises a sum equal to the total number of square feet utilized by Tenant for non-aeronautical use multiplied by \$.22. This non-aeronautical use rental rate shall be paid in addition to all amounts for rent provided for in the Lease, and is intended by the parties to reflect the fair market value of the non-aeronautical use of the space as calculated based on the actual square footage used by Tenant for non-aeronautical purposes.

7. Termination of Interim Use. The Tenant's right to make non-aeronautical use of the leased premises is limited to being interim in nature, and shall automatically terminate on the earlier of the termination of the Lease pursuant to its stated terms, or April 23, 2020, irrespective of any renewal, termination, or other provisions contained in the Lease.

8. Insurance. Tenant shall obtain and maintain general liability insurance and such other insurance with such insurance carrier(s) and with such coverage(s) and limits of liability as Hillsdale determines necessary with regard to Tenant's use of the leased premises. Hillsdale shall be included as a named insured on all such insurance policies and Tenant shall provide appropriate proof of such insurance to Hillsdale upon request, but no less frequently than once per year. The cost for the insurance required by this section shall be borne solely by Tenant.

9. Security Guidelines. Tenant shall comply with all security guidelines adopted by Hillsdale that limit or prohibit access to aircraft operating areas by non-aeronautical users.

10. Effect of Amendment on Other Agreements. Except as otherwise expressly amended herein, the provisions of: the Lease; the Assignment, Acceptance, and Acknowledgment; the Fixed-Based Operator Agreement; and any other agreements between the parties; shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the foregoing by their execution this ___ day of June, 2017.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF HILLSDALE

Scott Sessions, Its Mayor

Stephen French, Its Clerk

JW ENTERPRISES, INC.

Jason Walters, Its President

JASON WALTERS, INDIVIDUALLY

Jason Walters