



City Council Agenda

February 19, 2024
7:00 p.m.

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

- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
 - A. Approval of Bills
 - 1. City and BPU Claims of February 1, 2024 - \$1,321,940.36
 - 2. Payroll of February 15, 2024 - \$189,343.76
 - B. City Council Minutes of January 16, 2024, February 5, 2024
 - C. Finance Committee Minutes of February 5, 2024
 - D. Election Commission Minutes of February 2, 2024
 - E. Shade Tree Minutes of February 7, 2024
 - F. Public Services Committee Minutes of February 12, 2024
 - G. Right of Way Request- Annual HCCF Youth 5k
 - H. BPU Carleton Lift Station Upgrade
 - I. BPU Eaton Water Meter Nodes
 - J. BPU WTP High Service Pump 1 Replacement
 - K. BPU Water Meters
- VI. Communications/Petitions**
 - A. Brush Collection
 - B. Cemetery Spring Clean-up Notice
 - C. Spring Newsletter
 - D. 2024 Voter Information Guide
 - E. Community Center Grant Update
 - F. Hillsdale County Commissioner Update – Doug Ingles
- VII. Introduction and Adoption of Ordinances/Public Hearing**
- VIII. Old Business**
 - A. Right of Way Permit Fee Schedule
- IX. New Business**
 - A. Emergency On-call Service Holiday City Agreement
 - B. LRS Trash Services Contract
- X. Miscellaneous Reports**
 - A. Proclamation- None

- B. Appointments – None
- C. Other- None

XI. General Public Comment

XII. City Manager’s Report

XIII. Council Comment

XIV. Adjournment

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-123.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOE	1,891.96	107824
101-000.000-231.105	DUE TO MMERS-RETIREMENT CONT.	MERS	RETIREMENT CONTRIBUTIONS - 300101	13,430.15	772
Total For Dept 000.000				15,322.11	
Dept 172.000 CITY MANAGER					
101-172.000-715.000	DENTAL & VISION - CM	DELTA DENTAL	DENTAL & VISION - JAN 2024	44.28	771
101-172.000-715.000	DENTAL & VISION - CM	DELTA DENTAL	DENTAL & VISION - FEB 2024	44.28	771
101-172.000-715.000	HEALTH INSURANCE - CM	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	733.54	775
101-172.000-715.000	LIFE INSURANCE - CITY MANAGER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	6.50	776
101-172.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,041.61	772
101-172.000-721.000	DISABILITY INSURANCE - CITY MANA	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	15.39	776
Total For Dept 172.000 CITY MANAGER				1,885.60	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-715.000	DENTAL & VISION - ADMIN	DELTA DENTAL	DENTAL & VISION - JAN 2024	5.89	771
101-175.000-715.000	DENTAL & VISION - ADMIN	DELTA DENTAL	DENTAL & VISION - FEB 2024	5.89	771
101-175.000-715.000	HEALTH INSURANCE - ADMIN	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	147.36	775
101-175.000-715.000	LIFE INSURANCE - ADMIN	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	1.63	776
101-175.000-721.000	DISABILITY INSURANCE - ADMIN	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	2.32	776
101-175.000-801.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOE	168.42	107824
101-175.000-802.000	CABLE TRIP PROTECTION	AMAZON CAPITAL SERVICES, I	CABLE TRIP PROTECTION	32.31	107812
101-175.000-802.000	UBIQUITI WIFI ACCESS POINT	AMAZON CAPITAL SERVICES, I	UBIQUITI WIFI ACCESS POINT	139.00	107812
101-175.000-802.000	SHIELDED CAT6 MICROPHONE SYSTEM	AMAZON CAPITAL SERVICES, I	SHIELDED CAT6 MICROPHONE SYSTEM	24.45	107812
101-175.000-802.000	TECHNICAL SERVICES	AMAZON CAPITAL SERVICES, I	CAT6 COUPLERS	17.58	107812
101-175.000-802.000	HCPD SIERRA COAX CABLE	AMAZON CAPITAL SERVICES, I	HCPD SIERRA COAX CABLE	5.68	107812
101-175.000-802.000	HCPD SIERRA COAX CABLE 2	AMAZON CAPITAL SERVICES, I	HCPD SIERRA COAX CABLE 2	9.99	107812
101-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (JAN)	162.59	107889
101-175.000-955.025	MAYOR RECP - NAPKINS, DECOR	CARD SERVICES CENTER	M. LOREN CREDIT CARD	137.57	770
Total For Dept 175.000 ADMINISTRATIVE SERVICES				860.68	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-715.000	DENTAL & VISION - FINANCE	DELTA DENTAL	DENTAL & VISION - JAN 2024	41.43	771
101-191.000-715.000	DENTAL & VISION - FINANCE	DELTA DENTAL	DENTAL & VISION - FEB 2024	41.43	771
101-191.000-715.000	HEALTH INSURANCE - FINANCE	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	733.54	775
101-191.000-715.000	LIFE INSURANCE - FINANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	6.50	776
101-191.000-721.000	DISABILITY INSURANCE - FINANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	8.66	776
101-191.000-801.000	ACCOUNTING SERVICES - DEC 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - DEC 2023	3,722.98	107899
101-191.000-801.000	F-65, ACT 51 ADARS REPORT, FORM	YEO & YEO PC	F-65, ACT 51 ADARS REPORT, FORM 5572	2,750.00	107913
101-191.000-960.000	REFUND RETURN FEE	HILLSDALE COMMUNITY SCHOOI	REFUND RETURN FEE	10.00	107850
Total For Dept 191.000 FINANCE DEPARTMENT				7,314.54	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-715.000	DENTAL & VISION - CLERK	DELTA DENTAL	DENTAL & VISION - JAN 2024	110.69	771
101-215.000-715.000	DENTAL & VISION - CLERK	DELTA DENTAL	DENTAL & VISION - FEB 2024	110.69	771
101-215.000-715.000	HEALTH INSURANCE - CITY CLERK	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	1,833.86	775
101-215.000-715.000	LIFE INSURANCE - CITY CLERK	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	16.24	776
101-215.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,189.63	772
101-215.000-721.000	DISABILITY INSURANCE - CITY CLER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	16.53	776
101-215.000-726.000	PENS.SEALER CLERK	CURRENT OFFICE SOLUTIONS	BATHROOM SUPPLIES CTYHALL, PENS.SEALER	29.53	107832
101-215.000-801.000	PAPER SHREDDING SERVICE	ACCUSHRED, LLC	PAPER SHREDDING SERVICE	70.95	107811
Total For Dept 215.000 CITY CLERK DEPARTMENT				3,378.12	
Dept 253.000 CITY TREASURER					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 253.000 CITY TREASURER					
101-253.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	138.00	772
101-253.000-801.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOF	422.52	107824
Total For Dept 253.000 CITY TREASURER				560.52	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-715.000	DENTAL & VISION - ASSESSING	DELTA DENTAL	DENTAL & VISION - JAN 2024	110.69	771
101-257.000-715.000	DENTAL & VISION - ASSESSING	DELTA DENTAL	DENTAL & VISION - FEB 2024	133.99	771
101-257.000-715.000	HEALTH INSURANCE - ASSESSING	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	1,833.86	775
101-257.000-715.000	LIFE INSURANCE - ASSESSING	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	32.48	776
101-257.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,827.28	772
101-257.000-721.000	DISABILITY INSURANCE - ASSESSING	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	47.26	776
101-257.000-734.000	POSTAGE	KCI	POSTAGE FOR ASSESSMENT NOTICES	1,315.72	107858
101-257.000-734.000	POSTAGE	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	132.00	770
101-257.000-801.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOF	610.68	107824
101-257.000-810.000	DUES & SUBSCRIPTIONS	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	219.76	770
101-257.000-860.000	TRANSPORTATION & MILEAGE	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	7.00	770
101-257.000-956.000	TRAINING & SEMINARS	HILLSDALE CO TREASURER	BOR TRAINING	30.00	107849
101-257.000-956.200	LODGING & MEALS	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	7.99	770
Total For Dept 257.000 ASSESSING DEPARTMENT				6,308.71	
Dept 262.000 ELECTIONS					
101-262.000-726.000	ELECTION POSTAGE	CARD SERVICES CENTER	K. PRICE CREDIT CARD	660.00	770
Total For Dept 262.000 ELECTIONS				660.00	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	BATHROOM SUPPLIES, CTYHALL COPYP	CURRENT OFFICE SOLUTIONS	BATHROOM SUPPLIES CTYHALL, PENS.SEALER	417.93	107832
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	25.00	107847
101-265.000-726.000	STORAGE TOTES	CARD SERVICES CENTER	M. LOREN CREDIT CARD	17.98	770
101-265.000-801.000	MATS FOR CITY HALL	CINTAS CORPORATION	MATS FOR CITY HALL	15.25	107826
101-265.000-801.000	MATS FOR CITY HALL	CINTAS CORPORATION	MATS FOR CITY HALL	15.25	107826
101-265.000-801.000	MOP AND BUFF DISPATCH OFFICE FLO	EAST 2 WEST ENTERPRISES, I	MOP AND BUFF DISPATCH OFFICE FLOOR	40.00	107838
101-265.000-850.000	OOMA FAXING EQUIP JAN 24 FIRST B	OOMA, INC.	OOMA FAXING EQUIP JAN 24 FIRST BILL	171.22	107873
101-265.000-920.000	505431439 - 22 N MANNING - MITCH	MICH GAS UTILITIES	NATURAL GAS UTILITY - 22 N MANNING	360.63	761
101-265.000-920.000	505119616 - 97 N BROAD - CITY HA	MICH GAS UTILITIES	NATURAL GAS UTILITY - 97 N BROAD	633.36	762
101-265.000-930.000	COMBINATION SMOKE AND CARBON MON	AMAZON CAPITAL SERVICES, I	COMBINATION SMOKE AND CARBON MONOXIDE I	120.60	107812
Total For Dept 265.000 BUILDING AND GROUNDS				1,817.22	
Dept 270.000 HUMAN RESOURCES					
101-270.000-715.000	DENTAL & VISION - HR	DELTA DENTAL	DENTAL & VISION - JAN 2024	44.28	771
101-270.000-715.000	DENTAL & VISION - HR	DELTA DENTAL	DENTAL & VISION - FEB 2024	44.28	771
101-270.000-715.000	HEALTH INSURANCE - HR	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	733.54	775
101-270.000-715.000	LIFE INSURANCE - HR	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	6.50	776
101-270.000-721.000	DISABILITY INSURANCE - HR	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	12.89	776
Total For Dept 270.000 HUMAN RESOURCES				841.49	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-715.000	DENTAL & VISION - POLICE	DELTA DENTAL	DENTAL & VISION - JAN 2024	1,153.27	771
101-301.000-715.000	DENTAL & VISION - POLICE	DELTA DENTAL	DENTAL & VISION - FEB 2024	1,153.27	771
101-301.000-715.000	HEALTH INSURANCE - POLICE	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	20,319.86	775
101-301.000-715.000	LIFE INSURANCE - POLICE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	251.72	776
101-301.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	25,619.77	772
101-301.000-721.000	DISABILITY INSURANCE - POLICE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	333.86	776
101-301.000-726.000	BANKER BOXES FOR POLICE ADMIN	AMAZON CAPITAL SERVICES, I	BANKER BOXES FOR POLICE ADMIN	119.28	107812

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301.000 POLICE DEPARTMENT					
101-301.000-726.000	EXPENSE ALLOWANCE REIMBURSEMENT	MATTHEW JUNE	EXPENSE ALLOWANCE REIMBURSEMENT FOR OFFICER	200.00	107857
101-301.000-726.000	POSTAGE	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	18.06	770
101-301.000-730.000	PLICE VEH/EQUIP MAINT SUPPLIES	RR&D ENTERPRISES	6 CAR WASHES FOR THE MONTH OF DECEMBER	36.00	107884
101-301.000-742.000	EQUIPMENT ALLOWANCE REIMBURSEMENT	CODY CRATSENBURG	EQUIPMENT ALLOWANCE REIMBURSEMENT FOR OFFICER	200.00	107829
101-301.000-742.000	2 PAIRS OF PDU PANTS FOR SGT. PR GALL'S, INC		2 PAIRS OF PDU PANTS FOR SGT. PRATT	143.73	107842
101-301.000-742.000	EXPENSE ALLOWANCE REIMBURSEMENT	KOEL PHILLIPS	EXPENSE ALLOWANCE REIMBURSEMENT FOR OFFICER	152.42	107862
101-301.000-742.000	EXPENSE ALLOWANCE FOR OFFICER D. DUSTIN ZIMMERMAN		EXPENSE ALLOWANCE FOR OFFICER D. ZIMMERMAN	143.60	107916
101-301.000-801.000	INTERNET FOR POLICE UNIT COMPUTERS	VERIZON WIRELESS	INTERNET FOR POLICE UNIT COMPUTERS	160.04	107906
101-301.000-956.005	FIRE ARMS AND PATROL RIFLE INSTR	KIRTLAND COMMUNITY COLLEGE	FIRE ARMS AND PATROL RIFLE INSTRUCTOR TRAINING	900.00	107860
Total For Dept 301.000 POLICE DEPARTMENT				50,904.88	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-715.000	DENTAL & VISION - FIRE	DELTA DENTAL	DENTAL & VISION - JAN 2024	422.96	771
101-336.000-715.000	DENTAL & VISION - FIRE	DELTA DENTAL	DENTAL & VISION - FEB 2024	422.96	771
101-336.000-715.000	HEALTH INSURANCE - FIRE	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	7,548.32	775
101-336.000-715.000	LIFE INSURANCE - FIRE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	73.08	776
101-336.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	7,109.76	772
101-336.000-721.000	DISABILITY INSURANCE - FIRE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	93.56	776
101-336.000-726.000	LARGE WEEKLY PLANNER	CURRENT OFFICE SOLUTIONS	LARGE WEEKLY PLANNER	31.99	107832
101-336.000-726.000	TOILET BOWL CLEANER	GELZER HJ & SON INC	TOILET BOWL CLEANER	19.97	107843
101-336.000-726.000	PEAPODS	SHARE CORPORATION	PEAPODS	128.46	107887
101-336.000-726.000	PATIENT CARE REPORT SHEETS	STOCKHOUSE CORPORATION	PATIENT CARE REPORT SHEETS	86.00	107892
101-336.000-801.000	SEMI ANNUAL PREVENTATIVE MAINTENANCE	BREATHING AIR SYSTEMS	SEMI ANNUAL PREVENTATIVE MAINTENANCE AIR SYSTEMS	834.50	107822
101-336.000-860.000	MILLEAGE REIMBURSEMENT FOR PICKING UP	RUSSELL JAMES PICEK	MILLEAGE REIMBURSEMENT FOR PICKING UP TRUCK	91.70	107886
101-336.000-920.000	502806085 - 77 E CARLETON - FIRE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 77 E CARLETON	340.90	763
101-336.000-956.000	CONTINUING EDUCATION: PED. ASSESSMENT	BRAD VANDERLOOVEN	CONTINUING EDUCATION: PED. ASSESSMENT, PEDAGOGICAL	300.00	107820
Total For Dept 336.000 FIRE DEPARTMENT				17,504.16	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-715.000	DENTAL & VISION - DPS	DELTA DENTAL	DENTAL & VISION - JAN 2024	245.21	771
101-441.000-715.000	DENTAL & VISION - DPS	DELTA DENTAL	DENTAL & VISION - FEB 2024	245.21	771
101-441.000-715.000	HEALTH INSURANCE - DPS	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	4,404.54	775
101-441.000-715.000	LIFE INSURANCE - DPS	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	51.97	776
101-441.000-715.000	LIFE INSURANCE - DPS	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	4.87	776
101-441.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,763.89	772
101-441.000-721.000	DISABILITY INSURANCE - DPS	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	70.60	776
101-441.000-721.000	DISABILITY INSURANCE - DPS	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	6.96	776
101-441.000-726.000	DPS SUPPLIES - PAPERCLIPS, CART, AMAZON CAPITAL SERVICES, SHARPS CONTAINER, BATTERIES FOR DART, M			175.31	107812
101-441.000-726.000	DPS GARAGE DOOR	AMERICAN COPPER AND BRASS	DPS GARAGE DOOR	31.98	107813
101-441.000-726.000	HAND SOAP, BOWL CLEANER AND TOWEL ROLLS	KSS ENTERPRISES	HAND SOAP, BOWL CLEANER AND TOWEL ROLLS	357.39	107863
101-441.000-726.000	PEST MANAGEMENT GUIDES	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	49.67	770
101-441.000-742.000	DPS UNIFORMS	CINTAS CORPORATION	UNIFORMS, MATS AND SHOP RAGS FOR DPS	29.48	107826
101-441.000-742.000	DPS UNIFORMS	CINTAS CORPORATION	UNIFORMS, MATS AND SHOP RAGS FOR DPS	29.48	107826
101-441.000-801.000	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOF	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOFTWARE	168.42	107824
101-441.000-801.000	DPS MATS	CINTAS CORPORATION	UNIFORMS, MATS AND SHOP RAGS FOR DPS	34.02	107826
101-441.000-801.000	DPS MATS	CINTAS CORPORATION	UNIFORMS, MATS AND SHOP RAGS FOR DPS	34.02	107826
101-441.000-801.000	SERVICE CALL - GARAGE DOOR OPENER	THE DOOR MAN	SERVICE CALL - GARAGE DOOR OPENER REPAIR	75.00	107897
101-441.000-930.000	ELEC BASEBOARD THERMOSTATS	AMERICAN COPPER AND BRASS	ELEC BASEBOARD THERMOSTATS	23.89	107813
101-441.000-930.000	DPS GARAGE DOOR RE-WIRE BY BPU	AMERICAN COPPER AND BRASS	DPS GARAGE DOOR RE-WIRE BY BPU	38.26	107813
101-441.000-930.000	DPS GARAGE DOOR REWIRE BY DPS	AMERICAN COPPER AND BRASS	DPS GARAGE DOOR REWIRE BY DPS	3.36	107813
101-441.000-955.588	CDL TRAINING FOR BROCK LADD	ABC TRAINING AND TESTING	CDL TRAINING FOR BROCK LADD	1,200.00	107810
101-441.000-955.588	DRUG SCREENING FOR RON SHAW	HILLSDALE HOSPITAL	DRUG SCREENING FOR RON SHAW	52.00	107851
101-441.000-955.588	MISC. - CDL LICENSING/TESTING	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	89.68	770

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-956.000	ASPHALT PAVING INSPECTION WORKSH	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	955.00	770
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				10,140.21	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-715.000	DENTAL & VISION - ENGINEERING	DELTA DENTAL	DENTAL & VISION - JAN 2024	110.69	771
101-447.000-715.000	DENTAL & VISION - ENGINEERING	DELTA DENTAL	DENTAL & VISION - FEB 2024	110.69	771
101-447.000-715.000	HEALTH INSURANCE - ENGINEERING	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	1,833.86	775
101-447.000-715.000	LIFE INSURANCE - ENGINEERING	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	16.24	776
101-447.000-721.000	DISABILITY INSURANCE - ENGINEERI	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	38.47	776
Total For Dept 447.000 ENGINEERING SERVICES				2,109.95	
Dept 567.000 CEMETERIES					
101-567.000-726.000	CEMETARY BASE FOR LV	BECKER & SCRIVENS CONCRETE	CEMETARY BASE FOR LV	31.08	107816
101-567.000-801.000	TREE REMOVAL AT LAKEVIEW CEM	LONSBERY, JEFFREY	TREE REMOVAL AT LAKEVIEW CEM	1,000.00	107831
Total For Dept 567.000 CEMETERIES				1,031.08	
Dept 595.000 AIRPORT					
101-595.000-715.000	LIFE INSURANCE - AIRPORT	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	16.24	776
101-595.000-721.000	DISABILITY INSURANCE - AIRPORT	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	19.75	776
101-595.000-726.000	TONER, PLANNER, PAPER	CURRENT OFFICE SOLUTIONS	TONER, PLANNER, PAPER	174.08	107832
101-595.000-726.000	LOCKS FOR GATES	GELZER HJ & SON INC	LOCKS FOR GATES	37.57	107843
101-595.000-726.000	SNOWBRUSH/SCRAPER, FASTENERS & A	GELZER HJ & SON INC	SNOWBRUSH/SCRAPER, FASTENERS & ANCHORS	47.98	107843
101-595.000-726.000	TIRE CHAINS	SPRATT'S	TIRE CHAINS	75.89	107890
101-595.000-740.000	DIESEL FUEL DELIVERY	BRINER OIL CO, INC	DIESEL FUEL DELIVERY	547.84	107823
101-595.000-801.000	MERCHANT EQUIP RENTAL BILLING	AVFUEL CORP	MERCHANT EQUIP RENTAL BILLING	20.00	769
101-595.000-801.000	REFUELING TRUCK RENTAL BILLING	AVFUEL CORP	REFUELING TRUCK RENTAL BILLING	950.00	769
101-595.000-810.000	MAAE MEMBERSHIP	CARD SERVICES CENTER	G. MOORE CREDIT CARD	200.00	770
101-595.000-920.000	PROPANE FOR AIRPORT	SPRATT'S	PROPANE FOR AIRPORT	1,526.06	107890
101-595.000-920.000	PROPANE FOR AIRPORT	SPRATT'S	PROPANE FOR AIRPORT	1,236.05	107890
101-595.000-930.000	STEEL BALL VALVE FOR FUEL PUMP	AMAZON CAPITAL SERVICES, I	STEEL BALL VALVE FOR FUEL PUMP	194.17	107812
101-595.000-930.000	REFLECT NUMBERS - AIRPORT IMPALA	GELZER HJ & SON INC	REFLECT NUMBERS - AIRPORT IMPALA	5.94	107843
101-595.000-930.000	CORE RETURN FOR #124	PERFORMANCE AUTOMOTIVE	CORE RETURN FOR #124	(22.00)	107875
101-595.000-930.000	RETURN: FRONT ASSEM HUB - AIRPOR	PERFORMANCE AUTOMOTIVE	RETURN: FRONT ASSEM HUB - AIRPORT IMPAI	(78.65)	107875
101-595.000-930.000	JOHN DEERE SNOW BLOWER REPAIR	WHITE'S WELDING SERVICE	JOHN DEERE SNOW BLOWER REPAIR	250.00	107908
101-595.000-956.000	2024 MICHIGAN AIRPORT CONFERENCE	CARD SERVICES CENTER	G. MOORE CREDIT CARD	450.00	770
Total For Dept 595.000 AIRPORT				5,650.92	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-715.000	DENTAL & VISION - PLANNING	DELTA DENTAL	DENTAL & VISION - JAN 2024	110.69	771
101-701.000-715.000	DENTAL & VISION - PLANNING	DELTA DENTAL	DENTAL & VISION - FEB 2024	110.69	771
101-701.000-715.000	HEALTH INSURANCE - PLANNING	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	1,833.86	775
101-701.000-715.000	LIFE INSURANCE - PLANNING	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	16.24	776
101-701.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,270.91	772
101-701.000-721.000	DISABILITY INSURANCE - PLANNING	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	19.23	776
101-701.000-860.000	TRANSPORTATION & MILEAGE	ALAN BEEKER	REGION 2 PC MEETING	44.54	107817
101-701.000-956.000	TRAINING & SEMINARS	TARQUENIA ROGERS	PLANNING COMMISSION CONTINUING ED	60.00	107895
Total For Dept 701.000 PLANNING DEPARTMENT				3,466.16	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-715.000	DENTAL & VISION - ECON DEVEL	DELTA DENTAL	DENTAL & VISION - JAN 2024	30.71	771
101-728.000-715.000	DENTAL & VISION - ECON DEVEL	DELTA DENTAL	DENTAL & VISION - FEB 2024	30.71	771
101-728.000-715.000	HEALTH INSURANCE - ECON DEVEL	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	654.96	775
101-728.000-715.000	LIFE INSURANCE - ECON DEVELOPME	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	16.24	776

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 01/29/2024 - 02/01/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-721.000	DISABILITY INSURANCE - ECON DEVE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	19.00	776
				<hr/>	
Total For Dept 728.000 ECONOMIC DEVELOPMENT				751.62	
				<hr/>	
Total For Fund 101 GENERAL FUND				130,507.97	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 450.000 STREET SURFACE					
202-450.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - JAN 2024	3.45	771
202-450.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - FEB 2024	3.45	771
202-450.000-725.000	HEALTH INSURANCE	PLANSOURCE BENEFITS ADMIN\	HEALTH INSURANCE - FEB 2024	165.79	775
202-450.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	4.98	776
				<hr/>	
Total For Dept 450.000 STREET SURFACE				177.67	
Dept 460.000 R.O.W. MAINTENANCE					
202-460.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - JAN 2024	3.45	771
202-460.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - FEB 2024	3.45	771
202-460.000-725.000	HEALTH INSURANCE	PLANSOURCE BENEFITS ADMIN\	HEALTH INSURANCE - FEB 2024	165.79	775
202-460.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	4.98	776
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Total For Dept 460.000 R.O.W. MAINTENANCE				177.67	
Dept 480.000 DRAINAGE					
202-480.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - JAN 2024	3.46	771
202-480.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - FEB 2024	3.46	771
202-480.000-725.000	HEALTH INSURANCE	PLANSOURCE BENEFITS ADMIN\	HEALTH INSURANCE - FEB 2024	165.78	775
202-480.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	4.98	776
202-480.000-726.000	SUPPLIES	GELZER HJ & SON INC	60LB BAG OF CONCRETE FOR LEWIS ALLEY	8.29	107843
				<hr/>	
Total For Dept 480.000 DRAINAGE				185.97	
Dept 490.000 TRAFFIC					
202-490.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - JAN 2024	3.46	771
202-490.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - FEB 2024	3.46	771
202-490.000-725.000	HEALTH INSURANCE	PLANSOURCE BENEFITS ADMIN\	HEALTH INSURANCE - FEB 2024	165.78	775
202-490.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	4.97	776
202-490.000-801.000	SIGNAL MAINT REIMBURSEMENT FOR 2	INDIANA NORTHEASTERN RAILF	SIGNAL MAINTENANCE REIMBURSEMENT FOR 20	8,763.00	107854
				<hr/>	
Total For Dept 490.000 TRAFFIC				8,940.67	
				<hr/>	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				9,481.98	
Fund 203 LOCAL STREET FUND					
Dept 450.000 STREET SURFACE					
203-450.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - JAN 2024	3.58	771
203-450.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - FEB 2024	3.58	771
203-450.000-725.000	HEALTH INSURANCE	PLANSOURCE BENEFITS ADMIN\	HEALTH INSURANCE - FEB 2024	171.92	775
203-450.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	5.17	776
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Total For Dept 450.000 STREET SURFACE				184.25	
Dept 460.000 R.O.W. MAINTENANCE					
203-460.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - JAN 2024	3.58	771
203-460.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - FEB 2024	3.58	771
203-460.000-725.000	HEALTH INSURANCE	PLANSOURCE BENEFITS ADMIN\	HEALTH INSURANCE - FEB 2024	171.92	775
203-460.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	5.16	776
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Total For Dept 460.000 R.O.W. MAINTENANCE				184.24	
Dept 480.000 DRAINAGE					

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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 BOTH JOURNALIZED AND UNJOURNALIZED
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Fund 203 LOCAL STREET FUND					
Dept 480.000 DRAINAGE					
203-480.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - JAN 2024	3.59	771
203-480.000-725.000	DENTAL & VISION	DELTA DENTAL	DENTAL & VISION - FEB 2024	3.59	771
203-480.000-725.000	HEALTH INSURANCE	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - FEB 2024	171.93	775
203-480.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	5.15	776
Total For Dept 480.000 DRAINAGE				184.26	
Dept 500.000 WINTER MAINTENANCE					
203-500.000-726.000	SUPPLIES	DRY MAR TRUCKING & DIRTWO	ROAD GRIT FOR LOCALS	100.00	107836
Total For Dept 500.000 WINTER MAINTENANCE				100.00	
Total For Fund 203 LOCAL STREET FUND				652.75	
Fund 208 RECREATION FUND					
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-715.000	DENTAL & VISION - RECREATION	DELTA DENTAL	DENTAL & VISION - JAN 2024	58.95	771
208-751.000-715.000	DENTAL & VISION - RECREATION	DELTA DENTAL	DENTAL & VISION - FEB 2024	58.95	771
208-751.000-715.000	HEALTH INSURANCE - RECREATION	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - FEB 2024	1,473.64	775
208-751.000-715.000	LIFE INSURANCE - RECREATION	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	776
208-751.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,401.77	772
208-751.000-721.000	DISABILITY INSURANCE - RECREATIO	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	28.01	776
208-751.000-801.000	1/17/2024 2 GAMES @ \$25	WILLIAM J. MULLALY	VOLLEYBALL OFFICIATING	50.00	107909
208-751.000-801.008	11/29/2023 2 @ \$40	LANCE BENZING	VOLLEYBALL OFFICIATING, SUPERVISOR, SEI	560.00	107818
208-751.000-801.008	1/24/2024 2 @ \$25	KEVEN WOLCOTT	OFFICIATING -	50.00	107911
Total For Dept 751.000 RECREATION DEPARTMENT				3,697.56	
Total For Fund 208 RECREATION FUND				3,697.56	
Fund 244 ECONOMIC DEVELOPMENT CORP FUND					
Dept 728.000 ECONOMIC DEVELOPMENT					
244-728.000-801.000	HOLIDAY PACKAGE FOR BUSINESSES	WLNS TV	HOLIDAY PACKAGE FOR BUSINESSES	400.00	107910
Total For Dept 728.000 ECONOMIC DEVELOPMENT				400.00	
Total For Fund 244 ECONOMIC DEVELOPMENT CORP FUND				400.00	
Fund 252 CONTRIBUTIONS & DONATIONS					
Dept 175.000 ADMINISTRATIVE SERVICES					
252-175.000-726.000	ANGLE FLAGS (2)	STOCKHOUSE CORPORATION	ANGLE FLAGS - SANDY BEACH (HCCF - KEIBE	495.00	107892
Total For Dept 175.000 ADMINISTRATIVE SERVICES				495.00	
Total For Fund 252 CONTRIBUTIONS & DONATIONS				495.00	
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-715.000	DENTAL & VISION - LIBRARY	DELTA DENTAL	DENTAL & VISION - JAN 2024	30.71	771
271-790.000-715.000	DENTAL & VISION - LIBRARY	DELTA DENTAL	DENTAL & VISION - FEB 2024	30.71	771
271-790.000-715.000	HEALTH INSURANCE - LIBRARY	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - FEB 2024	654.96	775
271-790.000-715.000	LIFE INSURANCE - LIBRARY	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	776
271-790.000-721.000	DISABILITY INSURANCE - LIBRARY	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	21.64	776
271-790.000-726.000	TOILET CLEANER, PAPER, PAPER TOW	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	251.20	770
271-790.000-801.000	CONTRACTUAL SERVICES	WOODLANDS LIBRARY COOPERA	1ST QTR OVERDRIVE (JAN-MAR 2024)	237.00	107912
271-790.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (JAN)	36.13	107889
271-790.000-850.000	OOMA FAXING EQUIP JAN 24 FIRST B	OOMA, INC.	OOMA FAXING EQUIP JAN 24 FIRST BILL	85.61	107873
271-790.000-920.000	503691550 - 12 N MANNING - LIBRA	MICH GAS UTILITIES	NATURAL GAS UTILITY - 12 N MANNING	438.23	765
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - DEC23 ADULT	61.68	107855

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - NOV23 ADULT	33.95	107855
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - NOV23 ADULT	25.87	107855
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - DEC23 ADULT	26.64	107855
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - DEC23 ADULT	11.21	107855
Total For Dept 790.000 LIBRARY				1,961.78	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-726.000	SUPPLIES	HEIDI PRUITT	STORYTIME SAND FOR LITTLE BOOKWORMS FRC	7.41	107848
271-792.000-726.000	CRAFT KITS	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	117.66	770
271-792.000-726.792	BACKPACK CART	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	1,033.85	770
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS -DEC23 CHI	14.40	107855
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - DEC23 CHI	453.69	107855
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS NOV23 CHI	24.62	107855
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - DEC23 CHI	24.44	107855
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				1,676.07	
Total For Fund 271 LIBRARY FUND				3,637.85	
Fund 401 CAPITAL IMPROVEMENT FUND					
Dept 900.000 CAPITAL OUTLAY					
401-900.000-970.000-215027	WILLOW-OAK STORM SEWER PROJECT	PARRISH EXCAVATING, INC.	WILLOW-OAK STORM SEWER PROJECT	5,825.25	107874
401-900.000-970.000-215027	WILLOW/OAK STORM DESIGN	TETRA TECH, INC	WILLOW/OAK STORM WATER DESIGN	168.00	107896
Total For Dept 900.000 CAPITAL OUTLAY				5,993.25	
Total For Fund 401 CAPITAL IMPROVEMENT FUND				5,993.25	
Fund 481 AIRPORT IMPROVEMENT FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
481-175.000-930.000	MINI SPLIT - HANGAR	AMAZON CAPITAL SERVICES, I	MINI SPLIT - HANGAR	2,580.00	107812
481-175.000-930.000	CORP HANGAR MAINTENANCE SUPPLIES	GELZER HJ & SON INC	CORP HANGAR MAINTENANCE SUPPLIES	94.59	107843
481-175.000-930.000	CORP HANGAR MAINTENANCE SUPPLIES	CARD SERVICES CENTER	G. MOORE CREDIT CARD	61.61	770
Total For Dept 175.000 ADMINISTRATIVE SERVICES				2,736.20	
Total For Fund 481 AIRPORT IMPROVEMENT FUND				2,736.20	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	WIRE - URD - 4/0 TRIPLEX (BORDER STATES	INVENTORY WIRE	6,715.86	107819
582-000.000-110.000	FUSE LINK - 140 AMP T	POWER LINE SUPPLY	INVENTORY REPLENISHMENT	124.70	107877
582-000.000-110.000	CURRENT TRANSFORMER - 600 V	POWER LINE SUPPLY	INVENTORY	69.12	107877
582-000.000-110.000	CONNECTOR WR-379	POWERLINE SUPPLY	INVENTORY	300.28	107878
582-000.000-110.000	HUB - 1.25"	POWERLINE SUPPLY	INVENTORY	374.20	107878
582-000.000-123.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOE	232.58	107824
582-000.000-158.000-191006	SWITCHGEAR BIDDING - VOLTAGE UPG	SSOE, INC.	SWITCHGEAR BIDDING - VOLTAGE UPGRADE	314.00	107891
582-000.000-158.000-201009	150 KVA 120/208 FOR FOWLER BUILD	MADDOX INDUSTRIAL TRANSFO	150 KVA FOR FOWLER MAINT BUILDING	16,967.10	107864
582-000.000-158.000-201009	4160/13200 25KVA	T & R ELECTRIC SUPPLY COME	PADMOUNT TRANSFORMERS FOR INVENTORY	26,028.78	107894
582-000.000-158.000-215034	CIP - BPU WAREHOUSE ROOF	BRAMAN ROOFING	EXTRA CHARGES TO REROOF THE LOWER AREA	1,936.50	107821
582-000.000-158.000-215034	BPU WAREHOUSE ROOF REPLACEMENT 5	BRAMAN ROOFING	NEW ROOF AT 45 MONROE APPROVED BY BOARI	40,360.50	107821
582-000.000-202.100	6ENBK1	CITY COLLISION SERVICE	UB refund for account: 026618	42.19	107827
582-000.000-202.100	4CCH	DE LA GARZA, MAXIMILIANO	UB refund for account: 023872	26.47	107833
582-000.000-202.100	4CCH	FIX, GALE L	UB refund for account: 020452	210.30	107841
582-000.000-202.100	4CCH	NICHOLS, STEVEN A	UB refund for account: 030263	105.00	107871
582-000.000-202.100	4CCH	POTTER, KALLIE L	UB refund for account: 026177	126.03	107876

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-202.100	4CCH	SHIRK, BERNADINE K	UB refund for account: 012753	49.00	107888
582-000.000-202.100	4ENBK1	THE ESTATE OF GRIPMAN, GLC	UB refund for account: 013731	128.64	107898
582-000.000-202.100	4CCH	YORK, DANIEL S	UB refund for account: 024224	111.33	107914
Total For Dept 000.000				94,222.58	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-715.000	DENTAL & VISION - ELECTTRIC	DELTA DENTAL	DENTAL & VISION - JAN 2024	1,063.34	771
582-175.000-715.000	DENTAL & VISION - ELECTTRIC	DELTA DENTAL	DENTAL & VISION - FEB 2024	1,063.34	771
582-175.000-715.000	HEALTH INSURANCE - ELECTRIC	PLANSOURCE BENEFITS ADMINJ	HEALTH INSURANCE - FEB 2024	21,564.39	775
582-175.000-715.000	LIFE INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	22.76	776
582-175.000-715.000	LIFE INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	199.75	776
582-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	18,337.74	772
582-175.000-721.000	DISABILITY INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	39.25	776
582-175.000-721.000	DISABILITY INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	338.75	776
582-175.000-726.000	FIRST AID KIT	AMAZON CAPITAL SERVICES, I	FIRST AID KIT	43.58	107812
582-175.000-726.000	SUPPLIES - 45 MONROE ST	AMAZON CAPITAL SERVICES, I	SUPPLIES - 45 MONROE ST	85.95	107812
582-175.000-726.000	ANTI FATIGUE STANDING DESK MAT	AMAZON CAPITAL SERVICES, I	ANTI FATIGUE STANDING DESK MAT	35.97	107812
582-175.000-726.000	#9 ENVELOPE PRINTED 2 SIDES BLAC	ARROW SWIFT PRINTING	#9 ENVELOPE PRINTED 2 SIDES BLACK INK	455.76	107814
582-175.000-726.000	2X6 BOARDS AND OSB FOR BASEMENT	JONESVILLE LUMBER	2X6 BOARDS AND OSB FOR BASEMENT SHELVIN	37.12	107856
582-175.000-726.000	POSTAGE - SUPPLY PURCHASE	QUADIENT FINANCE USA, INC.	POSTAGE - SUPPLY PURCHASE	90.63	107880
582-175.000-726.000	POSTAGE	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	99.00	770
582-175.000-801.000	MOWING FOR NOVEMBER 2023	BAXTER LAWN AND SNOW SERV	MOWING FOR NOVEMBER 2023	415.00	107815
582-175.000-801.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOE	168.42	107824
582-175.000-801.000	POSTAGE MACHINE LEASE 2/18/24 -	QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE 2/18/24 - 5/17/24	234.07	107881
582-175.000-801.000	ACCOUNTING SERVICES - DEC 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - DEC 2023	1,861.49	107899
582-175.000-801.000	PCA REVIEW	UTILITY FINANCIAL SOLUTION	PCA REVIEW	1,800.00	107905
582-175.000-801.000	F-65, ACT 51 ADARS REPORT, FORM	YEO & YEO PC	F-65, ACT 51 ADARS REPORT, FORM 5572	1,375.00	107913
582-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (JAN)	81.30	107889
582-175.000-802.000	AMAZON WEB SERVICES	CARD SERVICES CENTER	B. JANES CREDIT CARD	0.61	770
582-175.000-810.000	2024 MEMBERSHIP DUES	MMEA	2024 MEMBERSHIP DUES	15,562.00	107870
582-175.000-810.000	MPPA DUES	MICHIGAN PUBLIC POWER AGENM	MPPA DUES	1,119.50	773
582-175.000-850.000	TELNET CALL FORWARDING SIP TRUNK	BSB COMMUNICATIONS INC	TELNET CALL FORWARDING SIP TRUNK ISSUE	350.00	107825
582-175.000-850.000	OOMA FAXING EQUIP JAN 24 FIRST B	OOMA, INC.	OOMA FAXING EQUIP JAN 24 FIRST BILL	42.81	107873
582-175.000-930.000	COMBINATION SMOKE AND CARBON MON	AMAZON CAPITAL SERVICES, I	COMBINATION SMOKE AND CARBON MONOXIDE I	180.88	107812
582-175.000-930.000	12 LAV FLEX CONNECTOR S.S./2 HDL	AMERICAN COPPER AND BRASS, I	12 LAV FLEX CONNECTOR S.S./2 HDL LAV F	45.86	107813
582-175.000-956.200	MSCPA LUNCH	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	136.23	770
582-175.000-956.200	LUNCHEON	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	106.32	770
Total For Dept 175.000 ADMINISTRATIVE SERVICES				66,956.82	
Dept 543.000 PRODUCTION					
582-543.000-726.000	HYDROSEP WATER TREATMENT ADDITIV	AMAZON CAPITAL SERVICES, I	HYDROSEP WATER TREATMENT ADDITIVE FOR E	120.50	107812
582-543.000-726.000	50YD BLACK GORILLA TAPE	GELZER HJ & SON INC	50YD BLACK GORILLA TAPE	18.99	107843
582-543.000-726.000	WATER DELIVERY SERVICE-201 WATER	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE-201 WATERWORKS	15.10	107847
582-543.000-739.000	MSCPA MEMBER POWER BILLING - DEC	MICHIGAN SOUTH CENTRAL POW	MSCPA MEMBER POWER BILLING - DEC 2023	748,720.86	774
582-543.000-740.300	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS XX	21.64	766
582-543.000-740.400	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS XX	21.64	766
582-543.000-801.000	ANNUAL AIR QUALITY FEE INVOICE	MICH DEPT OF ENVIRONMENTAI	ANNUAL AIR QUALITY FEE INVOICE	8,825.00	107867
582-543.000-920.400	504504154 - 201 WATERWORKS - PP	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS	2,206.82	767
582-543.000-930.000	PEAK PREM AFC/30W RACING OIL	PERFORMANCE AUTOMOTIVE	PEAK PREM AFC/30W RACING OIL	55.86	107875
582-543.000-930.050	REPAIRS & MAINT. - ENGINE #5	UIS SCADA, INC.	SERVICES RENDERED AT THE POWERHOUSE TH	648.00	107901
582-543.000-930.050	TROUBLE SHOOTING ENGINE CONTROLS	WHEELER WORLD INC	TROUBLE SHOOTING ENGINE CONTROLS	3,496.00	107907
582-543.000-930.060	REPAIRS & MAINT. - ENGINE #6	UIS SCADA, INC.	SERVICES RENDERED AT THE POWERHOUSE TH	648.00	107901

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 01/29/2024 - 02/01/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 543.000 PRODUCTION					
Total For Dept 543.000 PRODUCTION				764,798.41	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	IDEAL TAN WIRENUTS 100PC	AMAZON CAPITAL SERVICES,	IDEAL TAN WIRENUTS 100PC	16.32	107812
582-544.000-726.800	STANLEY PROTO J7121 7/16"-1/2" A	AMAZON CAPITAL SERVICES,	STANLEY PROTO J7121 7/16"-1/2" ADAPTER	45.40	107812
582-544.000-726.800	IDEAL 600 VOLT DIGITAL CLAMP MET	AMAZON CAPITAL SERVICES,	IDEAL 600 VOLT DIGITAL CLAMP METER	86.29	107812
582-544.000-726.800	FASTENERS & ANCHORS	GELZER HJ & SON INC	FASTENERS & ANCHORS	16.46	107843
582-544.000-726.800	SUPPLIES - OPERATIONS	PERFORMANCE AUTOMOTIVE	ZEREX CFXEL/G05	53.98	107875
582-544.000-726.800	SUPPLIES - OPERATIONS	PERFORMANCE AUTOMOTIVE	SCOTCH-BRITE	34.00	107875
582-544.000-726.800	SUPPLIES - OPERATIONS	PERFORMANCE AUTOMOTIVE	HEAT SHRINK 3/8 X 6	1.88	107875
582-544.000-726.800	CHAIN/12 RM STANDARD 3/8 P PI	SPRATT'S	CHAIN/12 RM STANDARD 3/8 P PI	72.98	107890
582-544.000-730.000	SERVICE TRUCK PARKING BRAKE LEVE	AMAZON CAPITAL SERVICES,	SERVICE TRUCK PARKING BRAKE LEVER	8.98	107812
582-544.000-730.000	INTERMEDIATE STEERING SHAFT GREY	AMAZON CAPITAL SERVICES,	INTERMEDIATE STEERING SHAFT GREY F150	49.98	107812
582-544.000-730.000	GRADE 8 NUTS/BOLTS/WASHERS	FAMILY FARM & HOME	GRADE 8 NUTS/BOLTS/WASHERS	5.69	107840
582-544.000-730.000	CHANGED MUFFLER - 39-04	HILLSDALE COMMUNITY SCHOOI	CHANGED MUFFLER - 39-04	556.63	107850
582-544.000-730.000	2019 FORD VAN OIL FILTER/OIL	PERFORMANCE AUTOMOTIVE	2019 FORD VAN OIL FILTER/OIL	52.31	107875
582-544.000-730.000	OIL/OIL FILTER - 2017 DODGE RAM	PERFORMANCE AUTOMOTIVE	OIL/OIL FILTER - 2017 DODGE RAM	210.21	107875
582-544.000-730.000	WASHER SOLVENT-20	PERFORMANCE AUTOMOTIVE	WASHER SOLVENT-20	28.14	107875
582-544.000-742.000	CLOTHING/UNIFORMS	POWERS CLOTHING, INC.	CLOTHING/UNIFORMS	161.10	107879
582-544.000-801.000	REPAIR POLE AT KEY OPPORTUNITIES	CLARK ELECTRIC INC.	REPAIR POLE AT KEY OPPORTUNITIES	700.55	107828
582-544.000-930.000	4 PVC 36"R ELBOW/4 PVC COUPLING/	AMERICAN COPPER AND BRASS,	4 PVC 36"R ELBOW/4 PVC COUPLING/1 QUARI	139.33	107813
582-544.000-930.000	1 TO 1/2" REDUCING/1 GALV PLUG/1	AMERICAN COPPER AND BRASS,	1 TO 1/2" REDUCING/1 GALV PLUG/14GA WHI	55.69	107813
582-544.000-930.000	DEMOLITION SAWZALL BLADE	AMERICAN COPPER AND BRASS,	DEMOLITION SAWZALL BLADE	30.00	107813
582-544.000-930.546	REPAIRS & MAINT. - SUBSTATIONS	UIS SCADA, INC.	SERVICES RENDERED AT POWERHOUSE TO SUPE	48.84	107901
582-544.000-930.546	SERVICES RENDERED INVESTIGATE 27	UTILITIES INSTRUMENTATION	SERVICES RENDERED INVESTIGATE 277 BREAK	7,395.00	107904
582-544.000-956.000	ROOM FOR E. WHITE FOR TRAINING	COMFORT INN	ROOM FOR E. WHITE FOR TRAINING	1,134.00	107830
582-544.000-956.000	FLIGHTS - QUANTUM ENERGY W/AMP	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	691.88	770
Total For Dept 544.000 DISTRIBUTION				11,595.64	
Total For Fund 582 ELECTRIC FUND				937,573.45	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-715.000	DENTAL & VISION - DART	DELTA DENTAL	DENTAL & VISION - JAN 2024	120.37	771
588-596.000-715.000	DENTAL & VISION - DART	DELTA DENTAL	DENTAL & VISION - FEB 2024	120.37	771
588-596.000-715.000	HEALTH INSURANCE - DART	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - FEB 2024	1,500.34	775
588-596.000-715.000	LIFE INSURANCE - DART	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	64.96	776
588-596.000-721.000	DISABILITY INSURANCE - DART	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	70.77	776
588-596.000-726.000	DART SUPPLIES - 1.5V, AG10, 3V B	AMAZON CAPITAL SERVICES,	SHARPS CONTAINER, BATTERIES FOR DART, M	49.47	107812
588-596.000-726.000	DART LIGHTS	AMERICAN COPPER AND BRASS,	DART LIGHTS	75.00	107813
588-596.000-726.000	WATER - DIAL-A-RIDE	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	15.00	107847
588-596.000-726.000	POSTAGE - LAC PACKET	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	38.60	770
588-596.000-730.000	OIL FILTER FOR DART 63	PERFORMANCE AUTOMOTIVE	OIL FILTER FOR DART 63	53.95	107875
588-596.000-730.000	OIL FILTER FOR 61	PERFORMANCE AUTOMOTIVE	OIL FILTER FOR 61	5.73	107875
588-596.000-801.000	MOP AND MATS FOR DART	CINTAS CORPORATION	MOP AND MATS FOR DART	15.95	107826
588-596.000-801.000	K-SEAL, BULB, 134 AND J-B ON BUS	HILLSDALE COMMUNITY SCHOOI	K-SEAL, BULB, 134 AND J-B ON BUS #62	808.36	107850
588-596.000-801.000	CHANGED RIGHT READ WHEEL SEAL ON	HILLSDALE COMMUNITY SCHOOI	CHANGED RIGHT READ WHEEL SEAL ON #63	233.19	107850
588-596.000-818.000	LIABILITY TRUST FUND	MICHIGAN TRANSIT POOL	LIABILITY TRUST FUND 2ND QUARTER	2,503.00	107869
588-596.000-920.000	507035798 - 981 DEVELOPMENT DR	- MICH GAS UTILITIES	NATURAL GAS UTILITY - 981 DEVELOPMENT I	261.39	768
Total For Dept 596.000 DIAL-A-RIDE				5,936.45	
Total For Fund 588 DIAL A RIDE				5,936.45	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-123.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOE	116.29	107824
590-000.000-158.000	HALF COST OF BODY SEWER	KNAPHEIDE TRUCK EQUIPMENT	TRUCK SERVICE BODY- APPROVED BY BOARD/C	6,747.50	107861
590-000.000-158.000-215006	LIFT STATION LICENSE AGREE COMPE	DENNIS KEITH REED	LICENSE AGREEMENT COMPENSATION 98 MARIC	1,900.00	107834
590-000.000-158.000-215006	CDBG SANITARY LIFT STATION DESIG	TETRA TECH, INC	CDBG SANITARY LIFT STATION DESIGN	1,260.00	107896
590-000.000-158.000-215006	LIFT STATION ACCESS LICENSE PAYM	ZACH AND ASHLEY WILSON	PAYMENT FOR ACCESS LICENSE	300.00	107915
590-000.000-158.000-215029	TERTIARY PUMP #1	KENNEDY INDUSTRIES	TERTIARY PUMP APPROVED BY BOARD/COUNCI	30,307.00	107859
590-000.000-158.000-215030	TERTIARY PUMP #4	KENNEDY INDUSTRIES	TERTIARY PUMP APPROVED BY BOARD/COUNCI	30,307.00	107859
590-000.000-158.000-215034	CIP - BPU WAREHOUSE ROOF	BRAMAN ROOFING	EXTRA CHARGES TO REROOF THE LOWER AREA	968.25	107821
590-000.000-158.000-215034	BPU WAREHOUSE ROOF REPLACEMENT 2	BRAMAN ROOFING	NEW ROOF AT 45 MONROE APPROVED BY BOAR	20,180.25	107821
590-000.000-202.100	SBK1	DUNLAP, BRYAN T	UB refund for account: 026617	129.72	107837
590-000.000-202.100	SCCH	THE ESTATE OF GRIPMAN, GLC	UB refund for account: 013731	25.68	107898
Total For Dept 000.000				92,241.69	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-715.000	DENTAL & VISION - SEWER	DELTA DENTAL	DENTAL & VISION - JAN 2024	396.31	771
590-175.000-715.000	DENTAL & VISION - SEWER	DELTA DENTAL	DENTAL & VISION - FEB 2024	396.31	771
590-175.000-715.000	HEALTH INSURANCE - SEWER	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - FEB 2024	8,746.86	775
590-175.000-715.000	LIFE INSURANCE - SEWER	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	11.35	776
590-175.000-715.000	LIFE INSURANCE - SEWER	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	77.16	776
590-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	3,971.16	772
590-175.000-721.000	DISABILITY INSURANCE - SEWER	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	19.61	776
590-175.000-721.000	DISABILITY INSURANCE - SEWER	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	105.11	776
590-175.000-726.000	SUPPLIES - 45 MONROE ST	AMAZON CAPITAL SERVICES, I	SUPPLIES - 45 MONROE ST	42.97	107812
590-175.000-726.000	ANTI FATIGUE STANDING DESK MAT	AMAZON CAPITAL SERVICES, I	ANTI FATIGUE STANDING DESK MAT	18.01	107812
590-175.000-726.000	#9 ENVELOPE PRINTED 2 SIDES BLAC	ARROW SWIFT PRINTING	#9 ENVELOPE PRINTED 2 SIDES BLACK INK	227.88	107814
590-175.000-726.000	SCOTCH BOX LOCK/TORCH LIGHTER/HA	GELZER HJ & SON INC	SCOTCH BOX LOCK/TORCH LIGHTER/HARDWARE	40.44	107843
590-175.000-726.000	2X6 BOARDS AND OSB FOR BASEMENT	JONESVILLE LUMBER	2X6 BOARDS AND OSB FOR BASEMENT SHELVIN	18.57	107856
590-175.000-726.000	POSTAGE - SUPPLY PURCHASE	QUADIENT FINANCE USA, INC.	POSTAGE - SUPPLY PURCHASE	45.32	107880
590-175.000-726.000	POSTAGE	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	49.50	770
590-175.000-742.000	CLOTHING/UNIFORMS	POWERS CLOTHING, INC.	CLOTHING/UNIFORMS	80.55	107879
590-175.000-801.000	MOWING FOR NOVEMBER 2023	BAXTER LAWN AND SNOW SERV	MOWING FOR NOVEMBER 2023	207.50	107815
590-175.000-801.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOE	84.21	107824
590-175.000-801.000	POSTAGE MACHINE LEASE 2/18/24 -	QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE 2/18/24 - 5/17/24	117.04	107881
590-175.000-801.000	ACCOUNTING SERVICES - DEC 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - DEC 2023	930.75	107899
590-175.000-801.000	F-65, ACT 51 ADARS REPORT, FORM	YEO & YEO PC	F-65, ACT 51 ADARS REPORT, FORM 5572	687.50	107913
590-175.000-801.000-215006	ADMIN SERVICES FOR CDBG GRANT	CARTER CONSULTING LLC	ADMIN SERVICES FOR CDBG GRANT	380.00	107809
590-175.000-802.000	VIPE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPE EMAIL AND TRENDMICRO RECUR (JAN)	40.65	107889
590-175.000-850.000	TELNET CALL FORWARDING SIP TRUNK	BSB COMMUNICATIONS INC	TELNET CALL FORWARDING SIP TRUNK ISSUE	175.00	107825
590-175.000-850.000	OOMA FAXING EQUIP JAN 24 FIRST B	OOMA, INC.	OOMA FAXING EQUIP JAN 24 FIRST BILL	21.40	107873
590-175.000-956.200	LUNCHEON	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	53.15	770
Total For Dept 175.000 ADMINISTRATIVE SERVICES				16,944.31	
Dept 546.000 OPERATIONS					
590-546.000-726.800	PERM ANTI SEIZE 8 OZ/4LB FIBER E	FAMILY FARM & HOME	PERM ANTI SEIZE 8 OZ/4LB FIBER ENGIN H	143.96	107840
590-546.000-726.800	15" 1500/1300W MILKHOUSE HEATHER	FAMILY FARM & HOME	15" 1500/1300W MILKHOUSE HEATHER	29.99	107840
590-546.000-726.800	DEWALT SOCKET SET/YEL TAPE RULE/	FAMILY FARM & HOME	DEWALT SOCKET SET/YEL TAPE RULE/PLIERS	161.95	107840
590-546.000-730.039	FLUIDMASTER ADJ FLUSH	AMERICAN COPPER AND BRASS,	FLUIDMASTER ADJ FLUSH	8.15	107813
590-546.000-930.000	3 MINI/4 MINI	AMERICAN COPPER AND BRASS,	3 MINI/4 MINI	14.14	107813
590-546.000-930.000	GLV HYDRFLC DBLTHRM KNT HIVIS/LA	FAMILY FARM & HOME	GLV HYDRFLC DBLTHRM KNT HIVIS/LATEX/HOS	135.52	107840
590-546.000-930.000	CARBIDE HOLE SAW/HEX HOLE SAW	GELZER HJ & SON INC	CARBIDE HOLE SAW/HEX HOLE SAW	43.48	107843
590-546.000-930.000	SAND CLOTH/LONG PUNCH/ROLL PIN P	GELZER HJ & SON INC	SAND CLOTH/LONG PUNCH/ROLL PIN PUNCH/CF	302.14	107843
590-546.000-930.000	14" TARP STRAP	GELZER HJ & SON INC	14" TARP STRAP	1.59	107843
590-546.000-930.000	BUFFALO SOCKET	PERFORMANCE AUTOMOTIVE	BUFFALO SOCKET	26.78	107875

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 546.000 OPERATIONS					
590-546.000-930.000	WIRE BRUSH-SHORT/4X5/8 KNOT WHL	PERFORMANCE AUTOMOTIVE	WIRE BRUSH-SHORT/4X5/8 KNOT WHL	20.18	107875
590-546.000-930.000	5 PC DEEP WELL SOCKET SET/PRY BA	USABLUEBOOK	5 PC DEEP WELL SOCKET SET/PRY BAR/TEST	687.87	107903
590-546.000-930.000	BULK SILCONE TUBING 50FT ROLL IS	USABLUEBOOK	BULK SILCONE TUBING 50FT ROLL ISCO	1,026.13	107903
590-546.000-930.000	BATTERY	USABLUEBOOK	BATTERY	386.31	107903
Total For Dept 546.000 OPERATIONS				2,988.19	
Dept 547.000 TREATMENT					
590-547.000-726.900	SOFTENER SALT/BLK RUBB TAPE	FAMILY FARM & HOME	SOFTENER SALT/BLK RUBB TAPE	36.93	107840
590-547.000-726.900	MISC PARTS PKG	MARKET HOUSE	MISC PARTS PKG	23.80	107865
590-547.000-726.900	2-CHANNEL JUMBO TIMER W/STOPWATC	NORTH CENTRAL LABORATORIES	2-CHANNEL JUMBO TIMER W/STOPWATCH	109.16	107872
590-547.000-726.900	WATER DELIVERY - 101 GALLOWAY DR	RUPERT'S CULLIGAN	WATER DELIVERY - 101 GALLOWAY DR	15.00	107885
590-547.000-740.000	DIESEL FUEL DELIVERY	BRINER OIL CO, INC	DIESEL FUEL DELIVERY	854.98	107823
590-547.000-740.000	FUEL STABILIZER	PERFORMANCE AUTOMOTIVE	FUEL STABILIZER	24.19	107875
590-547.000-742.000	ANSI CLASS E RAIN PANTS YELLOW/B	USABLUEBOOK	ANSI CLASS E RAIN PANTS YELLOW/BLACK/JF	224.08	107903
590-547.000-801.000	TESTING	GLOBAL ENVIRONMENTAL CONSU	TESTING	770.00	107844
590-547.000-801.000	ANNUAL BIO-SOLIDS SAMPLES	MERIT LABORATORIES	ANNUAL BIO-SOLIDS SAMPLES	402.00	107866
590-547.000-801.000	BOB EVANS QUARTERLY SAMPLES 1-9-	MERIT LABORATORIES	BOB EVANS QUARTERLY SAMPLES 1-9-2024	204.00	107866
590-547.000-801.000	QUARTERLY WASTE WATER SAMPLE 1/	MERIT LABORATORIES	QUARTERLY WASTE WATER SAMPLE 1/4/2024	77.00	107866
590-547.000-801.000	BEF COMPLIANCE - 12/14/2023	MERIT LABORATORIES	BEF COMPLIANCE - 12/14/2023	4,057.00	107866
590-547.000-801.000	BATTERY	SUPERIOR INDUSTRIAL SALES	BATTERY	1,588.24	107893
590-547.000-930.000	REPAIRS & MAINTENANCE	FAMILY FARM & HOME	18 IN HD CABLE TIE BLK 50PK/14IN HD CAE	23.98	107840
590-547.000-930.000	9"FAN FORCED WIRE ELEMENT HTR	FAMILY FARM & HOME	9"FAN FORCED WIRE ELEMENT HTR	49.98	107840
590-547.000-930.000	SNOW BLOWER HUSQ 24" ST224	FAMILY FARM & HOME	SNOW BLOWER HUSQ 24" ST224	989.99	107840
590-547.000-930.000	1 GAL HYDRAULIC CEMENT	GELZER HJ & SON INC	1 GAL HYDRAULIC CEMENT	73.98	107843
590-547.000-930.000	16OZ COTTON MOP/GL CLEANER/DEGRE	GELZER HJ & SON INC	16OZ COTTON MOP/GL CLEANER/DEGREASER/1	59.37	107843
Total For Dept 547.000 TREATMENT				9,583.68	
Total For Fund 590 SEWER FUND				121,757.87	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-123.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOF	116.29	107824
591-000.000-158.000	HALF COST OF BODY WATER	KNAPHEIDE TRUCK EQUIPMENT	TRUCK SERVICE BODY- APPROVED BY BOARD/C	6,747.50	107861
591-000.000-158.000-215034	CIP - BPU WAREHOUSE ROOF	BRAMAN ROOFING	EXTRA CHARGES TO REROOF THE LOWER AREA	968.25	107821
591-000.000-158.000-215034	BPU WAREHOUSE ROOF REPLACEMENT 2	BRAMAN ROOFING	NEW ROOF AT 45 MONROE APPROVED BY BOARI	20,180.25	107821
591-000.000-202.100	WCCH	THE ESTATE OF GRIPMAN, GLC	UB refund for account: 013731	22.02	107898
Total For Dept 000.000				28,034.31	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-715.000	DENTAL & VISION - WATER	DELTA DENTAL	DENTAL & VISION - JAN 2024	344.65	771
591-175.000-715.000	DENTAL & VISION - WATER	DELTA DENTAL	DENTAL & VISION - FEB 2024	344.65	771
591-175.000-715.000	HEALTH INSURANCE - WATER	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - FEB 2024	8,393.20	775
591-175.000-715.000	LIFE INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	11.35	776
591-175.000-715.000	LIFE INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	90.12	776
591-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	3,933.51	772
591-175.000-721.000	DISABILITY INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	19.61	776
591-175.000-721.000	DISABILITY INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	123.50	776
591-175.000-726.000	3 RING BINDERS/GARAGE DOOR OPENE	AMAZON CAPITAL SERVICES, 13	RING BINDERS/GARAGE DOOR OPENER	98.65	107812
591-175.000-726.000	SUPPLIES - 45 MONROE ST	AMAZON CAPITAL SERVICES, 1	SUPPLIES - 45 MONROE ST	42.98	107812
591-175.000-726.000	ANTI FATIGUE STANDING DESK MAT	AMAZON CAPITAL SERVICES, 1	ANTI FATIGUE STANDING DESK MAT	18.01	107812
591-175.000-726.000	#9 ENVELOPE PRINTED 2 SIDES BLAC	ARROW SWIFT PRINTING	#9 ENVELOPE PRINTED 2 SIDES BLACK INK	227.88	107814
591-175.000-726.000	2X6 BOARDS AND OSB FOR BASEMENT	JONESVILLE LUMBER	2X6 BOARDS AND OSB FOR BASEMENT SHELVIN	18.57	107856
591-175.000-726.000	POSTAGE - SUPPLY PURCHASE	QUADIENT FINANCE USA, INC.	POSTAGE - SUPPLY PURCHASE	45.31	107880

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-726.000	POSTAGE	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	49.50	770
591-175.000-801.000	MOWING FOR NOVEMBER 2023	BAXTER LAWN AND SNOW SERV	MOWING FOR NOVEMBER 2023	207.50	107815
591-175.000-801.000	IM, WO, SPEC ASSESS, COMM DEV, D	BS&A SOFTWARE	IM, WO, SPEC ASSESS, COMM DEV, DPPT SOE	84.21	107824
591-175.000-801.000	POSTAGE MACHINE LEASE 2/18/24 -	QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE 2/18/24 - 5/17/24	117.04	107881
591-175.000-801.000	ACCOUNTING SERVICES - DEC 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - DEC 2023	930.75	107899
591-175.000-801.000	F-65, ACT 51 ADARS REPORT, FORM	YEO & YEO PC	F-65, ACT 51 ADARS REPORT, FORM 5572	687.50	107913
591-175.000-801.000-215006	ADMIN SERVICES FOR CDBG GRANT	CARTER CONSULTING LLC	ADMIN SERVICES FOR CDBG GRANT	380.00	107809
591-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (JAN)	40.65	107889
591-175.000-850.000	TELNET CALL FORWARDING SIP TRUNK	BSB COMMUNICATIONS INC	TELNET CALL FORWARDING SIP TRUNK ISSUE	175.00	107825
591-175.000-850.000	OOMA FAXING EQUIP JAN 24 FIRST B	OOMA, INC.	OOMA FAXING EQUIP JAN 24 FIRST BILL	21.40	107873
591-175.000-956.200	LUNCHEON	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	53.15	770
Total For Dept 175.000 ADMINISTRATIVE SERVICES				16,458.69	
Dept 544.000 DISTRIBUTION					
591-544.000-726.800	5/16*14 HEX DRIVER/7 DEMO DRIVER	AMERICAN COPPER AND BRASS,	5/16*14 HEX DRIVER/7 DEMO DRIVER/DIAGIN	51.78	107813
591-544.000-726.800	REC TUBE	FAMILY FARM & HOME	REC TUBE	19.99	107840
591-544.000-726.800	LED 100W A21 DL	GELZER HJ & SON INC	LED 100W A21 DL	16.99	107843
591-544.000-726.800	7 STOWAWAYS/BIT SET/SCREWDRIVER/	GELZER HJ & SON INC	7 STOWAWAYS/BIT SET/SCREWDRIVER/HEX KEY	430.99	107843
591-544.000-726.800	2 PK M18 5.0 H BATTERY/10 PK 4-1	GELZER HJ & SON INC	2 PK M18 5.0 H BATTERY/10 PK 4-1/2" MET	697.95	107843
591-544.000-726.800	SCHEDULE 80 CPVC PIPE NIPPLE 1/2	USABLUEBOOK	SCHEDULE 80 CPVC PIPE NIPPLE 1/2" X 1-1	38.95	107903
591-544.000-726.800	SCHEDULE 80 CPVC PIPE	USABLUEBOOK	SCHEDULE 80 CPVC PIPE	33.00	107903
591-544.000-742.000	CLOTHING/UNIFORMS	POWERS CLOTHING, INC.	CLOTHING/UNIFORMS	80.55	107879
591-544.000-801.000	PORATABLE WATR/COLIFORM MICROBE	ENVIRONMENTAL RESOURCES AS	PORATABLE WATR/COLIFORM MICROBE	439.63	107839
591-544.000-801.000	MCC 2 YRS 09/23-08/25	HYDROCORP	MCC 2 YRS 09/23-08/25	1,564.50	107853
591-544.000-801.000	BATTERY/OIL & FILTER	SUPERIOR INDUSTRIAL SALES	BATTERY/OIL & FILTER	1,356.34	107893
591-544.000-930.000	4 PVC C.O PLUG/4 PVC FEM ADP	AMERICAN COPPER AND BRASS,	4 PVC C.O PLUG/4 PVC FEM ADP	12.08	107813
591-544.000-930.000	1/2X3/8"X10' PVC TAPE	GELZER HJ & SON INC	1/2X3/8"X10' PVC TAPE	4.49	107843
591-544.000-930.000	FASTENERS & ANCHORS	GELZER HJ & SON INC	FASTENERS & ANCHORS	7.60	107843
591-544.000-930.000	8PK C ALKALINE BATTERY	GELZER HJ & SON INC	8PK C ALKALINE BATTERY	21.99	107843
591-544.000-930.000	60LB CONCRETE MIX	GELZER HJ & SON INC	60LB CONCRETE MIX	33.16	107843
591-544.000-930.000	REPAIRS & MAINTENANCE	USABLUEBOOK	80 CPVC PIPE NIPPLE 1/2" X 1-1/2"	5.50	107903
591-544.000-930.000	LIQUID END ASSEMBLY/CABLE/WIRE	USABLUEBOOK	LIQUID END ASSEMBLY/CABLE/WIRE	637.05	107903
591-544.000-930.990	3/4"XS LEAD CORP	MICHIGAN PIPE & VALVE	3/4"XS LEAD CORP	2,680.40	107868
591-544.000-930.990	LSL REPLACEMENTS WITH RJT CONSTR	RJT CONSTRUCTION CO.	LEAD SERVICE LINE REPLACEMENTS TO FINIS	12,710.00	107883
Total For Dept 544.000 DISTRIBUTION				20,842.94	
Dept 545.000 PURIFICATION					
591-545.000-727.200	SOD HYPO LIQUICHLOR	UNIVAR SOLUTIONS USA INC	SOD HYPO LIQUICHLOR	4,798.78	107902
591-545.000-727.200	SUPPLIES - SODIUM HYPOCHLORITE	UNIVAR SOLUTIONS USA INC	SOD HYPO 12.5% LIQUICHLOR	4,140.88	107902
591-545.000-930.000	1/2X9/116"X10' BLK TAPE	GELZER HJ & SON INC	1/2X9/116"X10' BLK TAPE	10.98	107843
591-545.000-930.000	QK CONNECTOR STARTER SET/3/4"X50	GELZER HJ & SON INC	QK CONNECTOR STARTER SET/3/4"X50 FLEX F	52.98	107843
591-545.000-930.000	BARB COUPLING/HOSE BARB	GELZER HJ & SON INC	BARB COUPLING/HOSE BARB	15.52	107843
591-545.000-930.000	152OZ SUPER IRON OUT	GELZER HJ & SON INC	152OZ SUPER IRON OUT	36.99	107843
591-545.000-930.000	TRACEABLET TIMER/ALARM FOUR-CHAN	USABLUEBOOK	TRACEABLET TIMER/ALARM FOUR-CHANNEL	(42.00)	107903
591-545.000-930.000	TRACEABLE TIMER/ALARM FOUR CHANN	USABLUEBOOK	TRACEABLE TIMER/ALARM FOUR CHANNEL	(126.00)	107903
591-545.000-930.000	REPAIRS & MAINTENANCE	USABLUEBOOK	KOPKIT FOR CHEM-TECH XP PERISTALITIC PU	(354.00)	107903
591-545.000-930.000	132 GPD; 150 PSI; WALCHEM EHE SE	USABLUEBOOK	132 GPD; 150 PSI; WALCHEM EHE SERIES PU	1,600.02	107903
591-545.000-930.000	TRACEABLE TIMER/ALARM FOUR-CHANN	USABLUEBOOK	TRACEABLE TIMER/ALARM FOUR-CHANNEL	42.00	107903
591-545.000-930.000	LMI REPAIR KIT/LMI MULTIFUNCTION	USABLUEBOOK	LMI REPAIR KIT/LMI MULTIFUNCTION VALVE	649.23	107903
Total For Dept 545.000 PURIFICATION				10,825.38	
Total For Fund 591 WATER FUND				76,161.32	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 01/29/2024 - 02/01/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 633 PUBLIC SERVICES INV. FUND					
Dept 000.000					
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	52.06 TON OF SALT	3,224.08	107835
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	52.68 TON OF SALT	3,262.47	107835
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	45.5 TON SALT	2,817.82	107835
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	46.62 TON SALT	2,887.18	107835
633-000.000-101.000	CALCIUM CHLORIDE 50LB BAGS	HOME DEPOT	CALCIUM ICE MELT 50LB BAGS	2,157.00	107852
Total For Dept 000.000				14,348.55	
Total For Fund 633 PUBLIC SERVICES INV. FUND				14,348.55	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-726.000	18T SAWZALL BLADE	GELZER HJ & SON INC	SHOP SUPPLIES - 18T SAWZALL BLADE	14.99	107843
640-443.000-726.000	MILTON ADAPTER FOR SHOP	PERFORMANCE AUTOMOTIVE	MILTON ADAPTER FOR SHOP	7.09	107875
640-443.000-726.000	PWR STR FLUID FOR SHOP	PERFORMANCE AUTOMOTIVE	PWR STR FLUID FOR SHOP	16.47	107875
640-443.000-730.000	PUMP, GASKEY, BULB AND FREIGHT F	GREENMARK EQUIPMENT	PUMP, GASKEY, BULB AND FREIGHT FOR #54	190.84	107845
640-443.000-730.000	REPLACEMENT SEAL KIT FOR #20	TRUCK & TRAILER SPECIALTIE	REPLACEMENT SEAL KIT FOR #20	70.90	107900
640-443.000-801.000	SHOP RAGS	CINTAS CORPORATION	UNIFORMS, MATS AND SHOP RAGS FOR DPS	5.00	107826
640-443.000-801.000	SHOP RAGS	CINTAS CORPORATION	UNIFORMS, MATS AND SHOP RAGS FOR DPS	5.00	107826
640-443.000-801.000	HVAC DIAGNOSTIC FOR DPS	GRIFFITHS MECHANICAL CONTF	HVAC DIAGNOSTIC FOR DPS	191.50	107846
640-443.000-801.000	REBUILT LEFT TILT CYLINDER FOR 2	HILLSDALE COMMUNITY SCHOOI	REBUILT LEFT TILT CYLINDER FOR 20	733.91	107850
640-443.000-801.000	CHANGED OIL ON BACKHOE	HILLSDALE COMMUNITY SCHOOI	CHANGED OIL ON BACKHOE	254.04	107850
640-443.000-801.000	RADIO INSTALLATION FOR TRUCK #3	RAYLECOM COMMUNICATIONS, I	RADIO INSTALLATION FOR TRUCK #3	421.00	107882
640-443.000-801.000	DOOR DECALS FOR TRUCK #3	STOCKHOUSE CORPORATION	DOOR DECALS FOR TRUCK #3	85.00	107892
640-443.000-920.000	505153845 - 149 WATERWORKS - RME	MICH GAS UTILITIES	NATURAL GAS UTILITY - 149 WATERWORKS	475.54	764
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				2,471.28	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				2,471.28	
Fund 699 DPS LEAVE AND BENEFITS FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
699-441.000-715.000	DENTAL & VISION - DPS LEAVE	DELTA DENTAL	DENTAL & VISION - JAN 2024	290.01	771
699-441.000-715.000	DENTAL & VISION - DPS LEAVE	DELTA DENTAL	DENTAL & VISION - FEB 2024	290.01	771
699-441.000-715.000	HEALTH INSURANCE - DPS LEAVE	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - FEB 2024	5,272.38	775
699-441.000-715.000	LIFE INSURANCE - DPS LEAVE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	113.68	776
699-441.000-721.000	DISABILITY INSURANCE - DPS LEAVE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	122.80	776
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				6,088.88	
Total For Fund 699 DPS LEAVE AND BENEFITS FUND				6,088.88	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 01/29/2024 - 02/01/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

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

Fund 101	GENERAL FUND	130,507.97
Fund 202	MAJOR ST./TRUNK	9,481.98
Fund 203	LOCAL STREET FUND	652.75
Fund 208	RECREATION FUND	3,697.56
Fund 244	ECONOMIC DEVELOPMENT	400.00
Fund 252	CONTRIBUTIONS & GRANTS	495.00
Fund 271	LIBRARY FUND	3,637.85
Fund 401	CAPITAL IMPROVEMENT	5,993.25
Fund 481	AIRPORT IMPROVEMENT	2,736.20
Fund 582	ELECTRIC FUND	937,573.45
Fund 588	DIAL A RIDE	5,936.45
Fund 590	SEWER FUND	121,757.87
Fund 591	WATER FUND	76,161.32
Fund 633	PUBLIC SERVICES	14,348.55
Fund 640	REVOLVING MOBILITY	2,471.28
Fund 699	DPS LEAVE AND BENEFITS	6,088.88

Total For All Funds:	1,321,940.36
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CITY COUNCIL MINUTES

City of Hillsdale
January 16, 2024
7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Stockford opened the meeting with the Pledge of Allegiance.

Roll Call

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

Council Members present:	Adam Stockford, Mayor R Greg Stuchell, Ward 1 Cynthia Pratt, Ward 2 William Morrissey, Ward 2 Bruce Sharp, Ward 3 Gary Wolfram, Ward 3 Joshua Paladino, Ward 4 Robert Socha, Ward 4
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Council Members absent:	Anthony Vear, Ward 1
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Also Present: David Mackie (City Manager), Attorney Tom Thomson, Katy Price (City Clerk), Jason Blake (DPS Director), Alan Beeker (Zoning Administrator), Scott Hephner (Police/Fire Chief), Chris Sumnar, Keith O’Neil, Larry Jones, Jim Glover, Steve Boyd, Felicia Finch, Penny Swan, Terry Stephens, Sheri Ingles, Doug Ingles, Kevin Conant, Nick Fox, Ginger Moore, Ken Joswiak, Jami Anderson, and Sarah Maier.

Approval of Agenda

Mayor Stockford requested to remove Penny Swan from appointments and substitute with Ginger Novak to the Election Commission.

Motion by Mayor Stockford support by Councilmember Stuchell to amend to agenda with the removal of Penny Swan to Election Commission and adding Ginger Novak to the Election Commission.

Roll Call:

Council Member Paladino	Aye
Council Member Pratt	Aye
Council Member Sharp	Nay
Council Member Socha	Aye
Council Member Stuchell	Aye
Mayor Stockford	Aye
Council Member Morrissey	Nay
Council Member Wolfram	Aye

Motion passed 6-2

Motion by Councilman Morrissey support by Councilmember Stuchell to approve the agenda as amended.

By a voice vote, the motion passed unanimously.

Public Comment

Penny Swan, Ward Four (4) commented on the Election Commission appointment. She shared her displeasure with the Mayor and Council.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of December 14, 2023: \$864,780.33
December 28, 2023: \$1,003,806.92
 - 2. Payroll of December 21, 2023: \$186,865.92
January 4, 2024: \$197,631.05
- B. City Council Minutes of December 18, 2023
- C. Finance Minutes of December 18, 2023, January 3, 2024
- D. LAC Minutes & Accessibility Plan of January 3, 2024
- E. BPU John Deere Backhoe Service Agreement
- F. BPU HomeServe USA Corporation Service Line Agreement
- G. BPU Tetra Tech Study Hillsdale College Sanitary Sewer Study

Motion by Councilmember Morrissey seconded by Councilmember Pratt to approve the consent agenda as presented.

By a voice vote, the motion passed unanimously.

Communications/Petitions

- A. Keefer House Hotel LLC Construction Update – Nick Fox
- B. Assessment Audit Review Certificate
- C. Reading Emergency Unit- Keith O’Neil
- D. Hillsdale County Commissioner Update- Doug Ingles, District 1

Nick Fox gave a brief update on the construction project at Keefer House Hotel LLC.

Keith O’Neil conveyed Reading Emergency Unit annual report.

Doug Ingles reported Hillsdale County Planning Commission is seeking a member for the Commission interested applications to apply at County Clerk’s office. Road Commission update crews worked from 4:00 a.m. to 7:00 p.m. all weekend with from the winter storm.

Information is presented for information only.

Introduction and Adoption of Ordinances/Public Hearings

- A. Public Hearing Ordinance Amendment for Parades/Special Events

David Mackie, City Manager mentioned the proposed amendment to Chapter 30 of the Hillsdale City Code was recommended to City Council from the Public Services Committee at their December 11, 2023 meeting.

Mayor Stockford opened podium at 7:18 p.m.

Kevin Conant spoke on fee schedule, barricade rentals and asked Council to revisit fee schedule.

Felicia Finch stated she paid \$500.00 as a down payment for a special event downtown.

Ken Josiwak, HBA President spoke on fees, events and when to file permit.

Mayor Stockford closed podium at 7:26 p.m.

Council discussion ensued on fees and exemptions of certain events.

Motion by Councilman Morrissey support by Councilmember Stuchell to approve **Ordinance 2024-01** as presented.

By a voice vote, the motion passed unanimously.

B. Public Hearing Ordinance Amendment to Rezone 3005 W Carleton Rd.

Alan Beeker, Zoning Administrator reported the owner of 3005 W Carleton Rd has requested a rezoning of his property. The intent is to rezone the property from B-3 General Business District to PRD Planned Redevelopment District. The Planning Commission recommended that Council approve the rezoning. A public hearing is required prior to Council making an ordinance change.

Mayor Stockford opened podium at 7:47 p.m.

Terry Stevens, business owner reviewed his plan for property. He cleaned up the area and done a lot of work in the area for preparation of the storage units.

No other comments

Mayor Stockford closed podium at 7:52 p.m.

Motion by Councilman Morrissey support by Councilmember Sharp to approve **Ordinance 2024-02** to rezone the property from B-3 General Business District to PRD Planned Redevelopment District.

By a voice vote, the motion passed unanimously.

Old Business

A. Property and Casualty Insurance

Last month the City Council approved renewing with Trident for property and casualty insurance in the amount of \$365,230.63 plus Vested Risk’s fee of \$50,000 for a total of \$415,985.63 for the 2024 calendar year. At that time we did not have a proposal from Travelers to consider. Council agreed to review Travelers proposal at this meeting to see if there were any savings to be realized over Trident. Attached is the comparison between Trident and Travelers. Vested Risk is going through Travelers’ proposal to see if there are any additional savings beyond the demonstrated \$13,000, which includes some different deductibles and coverages.

Chris Sumnar, Vested Insurance, reviewed the deductibles and coverages.

Motion by Councilmember Socha support by Councilmember Pratt to approve Travelers Company for Property and Casualty Insurance term Feb 1, 2024 – Feb 1, 2025.

Roll Call:

Council Member Paladino	Aye
Council Member Pratt	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Council Member Socha	Aye
Mayor Stockford	Aye
Council Member Morrissey	Aye
Council Member Wolfram	Aye

Motion passed 8-0

New Business

A. Land Division Request Parcel 006-334-202-07

Alan Beeker, Zoning Administrator stated Hillsdale City Code Section 18-82 requires application to council requesting approval to divide platted lots, with automatic referral to the planning commission for input, review and recommendation. The property owners would like to divide property as presented. They have submitted an application to divide the property for the purpose of deeding the rear landlocked portion of the parcel (identified on the attached survey as Parcel B) to the adjacent property owner (Parcel A). The survey includes a new combined description of Parcels A and B to be used as a single parcel upon the recording of a deed establishing common ownership. Parcel C would constitute the remainder of the property

commonly known as 115 Reading Avenue, to be retained as a separate parcel. Parcel A as it currently exists does not meet the minimum square foot requirement under zoning for a parcel in the R-1 district. Adjusting the boundary line between the 2 properties and adding Parcel B to Parcel A brings both properties into compliance with current minimum lot size requirements.

Motion by Councilman Sharp support by Councilmember Morrissey approve the application as presented with the condition that Parcel B may only be deeded to the owner of Parcel A and combined as described on the survey submitted with the application upon execution of the deed establishing common ownership.

By a voice vote, the motion passed unanimously.

B. Bight Elimination Program Demolition Bid Award

Alan Beeker, Zoning Administrator the Planning Department issued an invitation to bid for the demolition of 47 E. St. Joe St. The property has been a long term code enforcement issue. The Hillsdale County District Court has adjudged that violations of the property may be abated by the City of Hillsdale. Inspections by the Code Enforcement Official have determined that the property owner has not resolved the outstanding ordinance violations. By order of the Court, the City is permitted to abate the violations.

On January 9, 2024, Four (4) submitted sealed bids for demolition of the property were reviewed. They are as follows:

- Parrish Excavating, Inc. \$17,985.50
- DuBois Trucking & Excavating \$19,800.00
- Slusarski Excavating & Paving, Inc. \$27,163.00
- Handy Excavating LLC \$33,250.00

Motion by Councilman Sharp support by Councilmember Socha approve the demolition project to Parrish Excavating, Inc in the amount of \$17,985.50.

Roll Call:

Council Member Paladino	Aye
Council Member Pratt	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Council Member Socha	Aye
Mayor Stockford	Aye
Council Member Morrissey	Aye
Council Member Wolfram	Aye

Motion passed 8-0

C. DART Annual Funding (Resolution)

Jason Blake, DPS Director reported in February the City of Hillsdale submits an application to the State of Michigan Department of Transportation (MDOT) to apply for financial assistance under Act 51 for public transportation known as Dial-A-Ride Transit (DART). The Resolution of Intent as required by MDOT as part of the applications process. The resolution outlines the anticipated balanced budget for the 2024-2025 fiscal year of \$399,646 and projected funding sources. This budget is similar but not necessarily identical to the budget Council will approve in June as it covers a different fiscal year (October 1, 2024-September 30, 2025). It is anticipated that we will receive 18.0% of operational cost from the federal sources and 40.2993% from the state. The remaining 41.7007% will come from local sources (ticket fares and general fund). The resolutions also appoints Jason Blake, Public Services Director, as the Transportation Coordinator.

Motion by Councilman Sharp support by Councilmember Morrissey to approve the presented resolution for DART Annual Funding and appoints Jason Blake as Transportation Coordinator.
Resolution #3584.

By a voice vote, the motion passed unanimously.

D Residential and Municipal Trash Recyclables RFP

Jason Blake, DPS Director stated the proposed contract for a 5-year term and would impact approximately 1862 residential trash customers and 876 residential recycling customers in addition to municipal trash and recycling services. All residents who require residential trash and recycling services would be directed to LSR for service.

Service will be provided to residents at the cost of \$14.34 per month for weekly trash service and \$3.61 per month for bi-weekly recycling services. Pricing will go up 4.5% per year, starting year two. LRS’s proposal also includes, at no cost to the city, curbside municipal trash and recycling services from various municipal facilities in addition to the city owned curbside cans in the downtown area and 4yd dumpsters that are utilized by DPS and BPU. City will also be able to continue dumping up to 25 tons of overflow trash at the Hillsdale Transfer Facility, \$65 a ton after.

The comparable bid from Granger Waste Services for a five-year contract was less for residential trash services @ \$13.30 monthly and \$3.27 month for recycling with an increase of 4% increase beginning in year two . Granger’s proposal included 4yd dumpsters at a cost of \$105 per dumpster per month (City currently has six dumpsters) and also increase 4% per year, starting upon year two.

Council discussion ensued on pricing differences.

Motion by Councilmember Sharp support by Councilmember Pratt to approve the Residential and Municipal Trash Recyclables 5-year contract with LRS services.

Roll Call:

Council Member Paladino	Aye
Council Member Pratt	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Council Member Socha	Aye
Mayor Stockford	Aye
Council Member Morrissey	Aye
Council Member Wolfram	Aye

Motion passed 8-0

E. Airport Hangar Renovation

Ginger Moore, Airport Manager reported the Airport need to renovate the large Corporate Hangar #2 to make space for bigger aircraft and/or multiple aircraft. The renovation will also allow us to house our Snow Removal Equipment and Fuel Truck. The airport has had multiple customers wanting to be in a hangar during their stay when it is cold or when there is weather moving in. The airport also needs a place to house the airport’s vehicles. The vehicles are currently being housed in t-hangars with no heat or room to work on them. By freeing up the 2 t-hangars that we are currently using we would be able to rent those hangars to customers at \$100/month each.

The Hillsdale Municipal Airport has become very attractive to larger aircraft such as turbo props and corporate jets. The ability for business aircraft to come to Hillsdale relies on housing aircraft from time to time to keep the aircraft out of the cold or in-climate weather. The airport missed a number of fuel sales because the aircraft preferred to be in a hangar while visiting. Those said aircraft chose to go to Toledo or Jackson and buy their fuel at those airports.

The Hillsdale Municipal Airport is proposing renovating the Corporate Hangar by tearing out the offices that were put in around 2015. The office space has not been utilized since 2017. By demolishing the office space we will create room for aircraft and airport vehicles.

The estimated cost of demo and updates is \$55,000 with an estimated 2-3 year return on investment.

Motion by Councilmember Stuchell support by Councilmember Sharp to award the demolition and reconstruction of hanger up to \$55,000.00 and award the demolition to Hodge Construction in the amount of \$18,250.00.

Roll Call:

Council Member Paladino	Aye
Council Member Pratt	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Council Member Socha	Aye
Mayor Stockford	Aye
Council Member Morrissey	Aye
Council Member Wolfram	Aye

Motion passed 8-0

F. City Sponsored Local Events on Public Property (Resolution)

David Mackie, City Manager mentioned the proposed resolution was recommended to the City Council from the Public Services Committee at their December 11, 2023 meeting. The resolution identifies: Summer in the City, Light-up Parade, County Fair Parade and Tri-State Scenic Steam Excursions as City sponsored events and establishes a fee schedule.

Motion by Councilman Paladino support by Councilmember Socha to approve the resolution for the City Sponsored local events as presented with reduced fees. **Resolution #3585.**

By a voice vote, the motion passed unanimously.

Miscellaneous Reports

- A. Proclamations – None
- B. Appointment- Shade Tree Commission- JoAnne Miller, Sara Stewart
Election Commission – William Mullaly, Ginger Novak

Mayor Stockford discussed his reasons for not reappointing Penny Swan. Council Member Stuchell thanked Swan for all of her hard work for City. Swan is on different committees currently.

Motion by Councilmember Morrissey support by Councilmember Pratt to approve the appointment of JoAnne Miller to the Shade Tree Commission.

By a voice vote, the motion passed unanimously.

Motion by Councilmember Morrissey support by Councilmember Pratt to approve the appointment of Sara Stewart to the Shade Tree Commission.

By a voice vote, the motion passed unanimously.

Motion by Councilmember Socha support by Councilmember Pratt to approve the appointment of William Mullaly to the Election Commission.

Roll Call:

Council Member Paladino	Aye
Council Member Pratt	Aye
Council Member Sharp	Nay
Council Member Stuchell	Aye
Council Member Socha	Aye
Mayor Stockford	Aye
Council Member Morrissey	Aye
Council Member Wolfram	Aye

Motion passed 7-1

Motion by Councilmember Stuchell support by Councilmember Socha to approve the appointment of Ginger Novak to the Election Commission.

Roll Call:

Council Member Paladino	Aye
Council Member Pratt	Aye
Council Member Sharp	Nay
Council Member Stuchell	Aye
Council Member Socha	Aye
Mayor Stockford	Aye
Council Member Morrisey	Nay
Council Member Wolfram	Aye

Motion passed 6-2

Reappointments- Michael Hendershot

Motion by Councilmember Socha support by Councilmember Pratt to approve the reappointment of Michael Hendershot to the Election Commission.

By a voice vote, the motion passed unanimously.

C. Other- None

General Public Comment

Penny Swan, Ward four (4) stated she believes the Mayor violated her first amendment right.

City Manager's Report

No report

Council Comments

Councilman Morrisey thanked City attorney Thompson for his opinion on conflict of interest.

Councilman Sharp thanked the BPU and DPS crews on a job well done with the winter storm.

Adjournment

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

By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:55p.m.

Adam Stockford, Mayor

Katy Price, City Clerk

CITY COUNCIL MINUTES

City of Hillsdale
February 5, 2024
7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Stockford opened the meeting with the Pledge of Allegiance.

Roll Call

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

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

Council Members absent: Joshua Paladino, Ward 4

Also Present: Attorney Tom Thomson, Katy Price (City Clerk), Jason Blake (DPS Director), Scott Hephner (Chief HCPD/HCFD), Karen Lancaster (Finance Director), Jake Hammel (PBU Electric Director), Brandon Janes (IT), Larkyn Dasch, Felicia Finch, Robert Eickler, Wes Wickham and Doug Ingles.

Approval of Agenda

Mayor Stockford requested Communication item C. Farmers Market Update, Old Business item A. Scarecrow Festival Right of Way fees and appointment for the Zoning Board of Appeals- Cindy Pratt (Council representation).

Motion by Councilman Morrissey support by Councilmember Pratt to amend to agenda with the items presented.

Motion by Councilman Morrissey support by Councilmember Vear to approve the agenda as amended.

By a voice vote, the motion passed unanimously.

Councilmember Paladino entered meeting at 7:03 p.m.

Public Comment

None

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of February 1, 2024 - \$1,321,940
 - 2. Payroll of January 18, 2024: \$209,723.26
February 1, 2024: \$206,478.88
- B. Finance Minutes of January 16, 2024
- C. 12/31/2023 Investment Report
- D. 2023-24 Financial Report
- E. 2024 Board of Review Schedule
- F. 2024 Hillsdale County Recommended Ratios and Estimated Multipliers

G. BPU Small Bucket/Service Truck Purchase

Councilmember Vear had questions on the investment report.
Finance Director Lancaster reviewed and reported on the questions.

Councilmember Vear thanked Jake Hammel, BPU Electric Director for finding a better deal on the small bucket truck.

Motion by Councilmember Morrissey seconded by Councilmember Vear to approve the consent agenda as presented.

Roll Call:

Council Member Paladino	Aye
Council Member Vear	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Council Member Socha	Aye
Mayor Stockford	Aye
Council Member Morrissey	Aye
Council Member Wolfram	Aye
Council Member Pratt	Aye

Motion passed 9-0

Communications/Petitions

- A. Corecoyle, LLC Update- 221 Industrial Drive IFE
- B. Library Director Meet and Greet
- C. Farmers Market Update – Larkyn Dasch

Discussion on Corecoyle, LLC

Council thanked Edward Kunesh for his generous donation he left for the Library.

Information is presented for information only.

Introduction and Adoption of Ordinances/Public Hearings

None

Old Business

- A. Scarecrow Festival Right of Way Fees

Felicia Finch received an invoice for Public Services labor for her event downtown. She paid \$500.00 upfront and invoice followed for labor.

Jason Blake, DPS Director reviewed the fees and what it costs the city to assist in events for businesses.

Mayor Stockford discussed the confusion at the past Council meetings about the Right of Way fees and being retroactive for event(s) in the middle of council discussion about changing fees.

Additional Council discussion ensued.

Motion by Mayor Stockford support by Councilmember Vear to waive the Scarecrow Festival outstanding fees from the invoice for the artistic work of the scarecrows as it draws in public to the City’s downtown.

By a voice vote, the motion passed unanimously.

Motion by Councilman Vear support by Councilmember Sharp to revert fees back to the original fee schedule of \$45.00. (Application fee of \$20.00 and \$25.00 Traffic Control fee).

Roll Call:

Council Member Paladino Aye
 Council Member Vear Nay
 Council Member Sharp Nay
 Council Member Stuchell Aye
 Council Member Socha Aye
 Mayor Stockford Aye
 Council Member Morrissey Aye
 Council Member Wolfram Aye
 Council Member Pratt Aye

Motion passed 7-2

New Business

A. Budget Amendments for FY2024 Budget

Karen Lancaster, Finance Director reported the Uniform Budget and Accounting Act of 1968, as amended, requires the City to make amendments to the budget when appropriations exceed the current budget. These amendments must be approved by the City Council.

In the General Fund, the City Council adopts a budget for each department, so the amendments address any budget needs by department, rather than by fund total. For all non-General Funds, a budget amendment is only necessary if the City finds the total fund appropriation will exceed the budget adopted by Council.

	Revenues	Expenditures
General Fund (Fund 101)	\$7,500	\$8,400
Contributions & Donations Fund (Fund 252)	\$20,469	\$20,000
Airport Fund (Fund 481)	-	\$ 9,813
Sewer Fund (Fund 590)	\$38,500	\$38,500

Motion by Councilman Sharp support by Councilmember Socha to approve the budget amendments for FY 2024 as presented. **Resolution #3586.**

Roll Call:

Council Member Paladino Aye
 Council Member Vear Aye
 Council Member Sharp Aye
 Council Member Stuchell Aye
 Council Member Socha Aye
 Mayor Stockford Aye
 Council Member Morrissey Aye
 Council Member Wolfram Aye
 Council Member Pratt Aye

Motion passed 9-0

B. Council Budget Work Session Dates

David Mackie, City Manager mentioned City Council will receive the proposed budget at their April 1, 2024 meeting. During the month of April staff would like to schedule two workshops for the department heads to present their budgets directly to Council for questions. Previously the workshops were held on off council meeting weeks starting at 6:00 pm.

Motion by Councilman Vear support by Councilmember Sharp approve April 8th and April 22nd Council work session dates. Meeting start at 6:00 p.m.

By a voice vote, the motion passed unanimously.

C. MDOT Contract Approval – Griswold/W. St. Joe Streets (Resolution)

David Mackie, City Manager reported The Michigan Department of Transportation (MDOT) through the Small Urban Grant Program is providing Federal Surface Transportation Funds for the Griswold/W. St. Joe project.

This grant provides up to the lesser of 81.85% of the eligible project costs or \$385,000 for the “Part A” portion of the project, identified as W. St. Joe/Griswold from South St. to Waterworks Ave. The “Part B” portion of the work, identified as W. St. Joe St. from Bacon St. to South St., is not eligible for Federal participation and shall be paid 100% by the City.

	PART A	PART B	TOTAL
GRAND TOTAL ESTIMATED COST	\$620,250	\$615,000	\$1,235,250
<u>Less Federal Funds</u>	<u>\$385,000</u>	<u>\$ 0</u>	<u>\$385,000</u>
BALANCE (City of Hillsdale’s Est. Share)	\$235,250	\$615,000	\$850,250

Motion by Councilman Socha support by Councilmember Vear to approve MDOT Contract 23-5507 and resolution and authorize the City Manager to sign said contract on behalf of the City. **Resolution #3587.**

Roll Call:

Council Member Paladino	Aye
Council Member Vear	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Council Member Socha	Aye
Mayor Stockford	Aye
Council Member Morrissey	Aye
Council Member Wolfram	Aye
Council Member Pratt	Aye

Motion passed 9-0

Miscellaneous Reports

A. Proclamations – Hillsdale A250 Proclamation

Mayor Stockford read proclamation aloud.

B. Appointment- Zoning Board of Appeals – Cindy Pratt
Reappointments- Cemetery Board – Carol Lackey

Motion by Councilmember Sharp support by Councilmember Morrissey to approve the appointment as presented

By a voice vote, the motion passed unanimously.

Motion by Councilmember Morrissey support by Councilmember Stuchell to approve the reappointments as presented.

By a voice vote, the motion passed unanimously.

C. Other- None

General Public Comment

Jack McLain, Hillsdale Twp., commented on TIFA minutes of 11/21/23, spoke on lights of Howell St. no permits pulled. Dawn Theater Board regulating rates for events.

Doug Ingles, County Commissioner, reported on Road Commission, not enforcing seasonal weight restrictions and crews are currently patching potholes and grading roads.

City Manager's Report

Recreation Department received donation of three (3) score boards at Fields of Dreams from Bill Mullaly. Exchange Club is working on Phase 1 of Waterworks Park with the City to install new equipment, will also install bike racks at Sandy Beach along with Cigarettes receptacle at the gate as there is NO SMOKING at the beach. Custom iron bench will be installed at Stock's Park.

St. Joe and Griswold Streets started water valve work and then sewer main transferred off soon. Boil water notices will be sent to that area.

Archbold, OH newspaper sent the City a historic postcard from 1910.

Council Comments

Councilman Sharp thanked crews at DPS on their good work on a Lewis Street issue.

Mayor Stockford mentioned the new carpet in the Council Chambers look good.

Councilman Socha thanked Brett Boyd for opening Underdogs.

Mayor Stockford mentioned he gave Mr. Boyd a Key to the City for all his good work in the City.

Adjournment

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

By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:09p.m.

Adam Stockford, Mayor

Katy Price, City Clerk

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: February 5, 2024

Time: 6:30 PM

PRESENT:

COMMITTEE: Bruce Sharp, Gary Wolfram, Will Morrissey

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

PUBLIC: None

BOARD OF PUBLIC UTILITIES AND CITY OF HILLSDALE ACCOUNTS PAYABLE

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE

Questions asked on Invoice Distribution Report by Finance Committee:

Fund 101

Department 191: Act 51 requires the City to file a report dealing with Act 51 revenues

Department 257: City sent out 2642 letters dealing with property tax assessment

Department 301: boxes to put files in

Department 490: maintenance for railroad signals

Fund 271

Department 790: Overdrive is the name of firm

Department 792: cart children put backpacks in when visiting library

Fund 582

Department 175: power cost adjustment review

Department 543: payment to DEQ for measurement of exhaust for engines at power plant

Department 544: power plant breakers were not functioning properly

Fund 591

Department 544: component for water shutoff

Motioned by Morrissey seconded by Wolfram to approve.

Motion passed 3-0.

Public Comment: Discussion of several matters including update of the Farmer's Market, discussion of Scarecrow Festival, donation by estate of Ed Koonish of \$400,000 to library, discussion of fees for barricade use, and discussion of the budget and council work sessions for budget scheduled for April 8 and 22 at 6pm.

Motioned by Morrissey and seconded by Wolfram to adjourn.

Motion passed 3-0.

Adjournment 6:43 PM

Minutes prepared by Gary Wolfram



**Election Commission
Minutes**

**Hillsdale City Hall
97 N. Broad Street
Hillsdale, MI 49242**

Friday, February 2, 2024

Board members present: Ginger Novak
William Mullaly

Board members absent: Michael Hendershot

Also present was Katy Price, City Clerk.

Call to Order:

The meeting was called to order by City Clerk Price at 3:04 P.M.

Public Comments

No public comments were offered.

MINUTES

Election Commission meeting minutes of April 10, 2023.

Motioned by Commissioner Novak, seconded by Commissioner Mullaly to approve the meeting minutes as presented.

By a voice vote, the motion passed unanimously.

Communications/Petitions

Clerk Price shared her office would be open Saturday, February 24, 2024 Clerk office hours 8:00 a.m. – 4:00 p.m. to issue absentee ballots and register new voters.

Clerk Price reviewed a 2024 Voter Guide brochure she had put together for informational purposes for voters. Commissioners read over and thought it was a good idea.

Old Business

There was no old business for review

New Business

A. Appointment of Election Inspectors & Receiving Boards for the February 27, 2024 Presidential Primary Election

City Clerk Price presented a proposed listing of election inspectors for the February 27, 2024 Presidential Primary Election.

Commissioner Mullaly, seconded by Commissioner Novak, moved to appoint the following individuals to serve as poll workers for the February 27, 2024 election, pending any necessary changes and emergencies:

Poll Workers:

Ward 1: Elizabeth Wilds (Chair), Sharon Draper, Kellie Hendershot

Ward 2: Tonya Mccallister (Chair), Susan Billings, Debra Reister

Ward 3: Penny Wingate (Chair), Nancy Burns, Linda Jo Potter, Marcia Weyer

Ward 4: Hilary Plummer (Chair), Sheri Ingles, Roy Bodinus, Terry Dye

RCV Board: Wilds/Draper, Mccallister/Billings, Wingate/Burns, Plummer/Ingles

Absentee Ballot Processors: Ron Grossheim, Sue Burns

Help/Information Desk: Marcia Ansett, Julie Games

By a voice vote, the motion passed unanimously.

B. Conduct Public Accuracy Test for February 27, 2024 Presidential Primary Election

Clerk Price gave a brief overview of how the tabulators worked and how the test ballots are counted and should match up to the total tapes.

The Elections Commissioners performed the accuracy test for the precinct tabulators and scan units that are to be used for the February 27, 2024 election. All tabulators and scan units tested out without error.

Miscellaneous

Clerk Price thanked the Commission for their service to the City and dedication to the election process.

Adjournment

Commissioner Novak, seconded by Commissioner Mullaly, moved to adjourn, by voice vote, the motion passed unanimously.

The meeting adjourned at 4:40 p.m.

Submitted by: Katy Price, City Clerk

SHADE TREE COMMITTEE

Meeting Minutes

February 7, 2024

- Kaleb Dorweiler, Hillsdale City Forester called the Shade Tree meeting to order at 3:11 PM.
- Board members present: Gary Stachowicz, JoAnne Miller, Sara Stewart, and Jason Sellers. Jason Blake, DPS Director, and Elaine Tillinger were unable to attend. A motion was made by Jason S to excuse Jason B and Elaine from the meeting. Motion was seconded by Gary.
- Approval of minutes: JoAnne asked for clarification regarding county tree maintenance on shared streets from the November meeting minutes. Gary provided background regarding this agreement. Sara recommended revisiting the agreement every 5 years to evaluate the agreement's effectiveness. A motion was made by Gary to accept the minutes of the August 2nd, 2023 meeting. Motion was seconded by Jason.
- Public comments: none
- Old business:
 - New committee members: Kaleb welcomed two new voting members to the committee, Sara Stewart and JoAnne Miller.
 - BPU line clearance: Kaleb gave information on the BPU transmission clearance project beginning in February. Committee members were able to see bid prices from the included BPU meeting agenda item.

- Historic tree ordinance: Kaleb discussed his work on outlining criteria for a historic tree ordinance to protect large city trees from ‘frivolous removal.’
- Road reconstruction project on W St. Joe Street was discussed. Committee expressed support and opposition to the curb being put in along the road, wondering where fairgoers would park. Kaleb mentioned that the main reason is to improve drainage, but there will be an added benefit of protecting the crabapple trees from soil compaction.

- New business:
 - Tree planting: Kaleb gave an overview of the 2024 spring tree plantings (approximately 20). He mentioned the budget constraints of this year. Sara suggested a volunteer tree planting event could be a good way to maximize funds while allowing trees to be planted. JoAnne mentioned the GOAL program at Hillsdale College could be interested in helping with a tree planting event.
 - Jason brought up the topic of a memorial tree planting for Bud. Kaleb said he would get working on this and noted Jason’s request for a tulip poplar.
 - JoAnne asked about tree planting in the new section of Oak Grove Cemetery. Gary explained that we cannot plant trees until the roads are laid out, so that trees are not cut for road installation.
 - Tree Restitution Fund: A resolution was passed 4-0 by the committee to get the terms of the tree restitution fund in writing to avoid misuse of funds in the future. Sara stated that the city should outline specific things that will be included in the tree planting program, such as payment for: equipment, trees, wages, etc.

- Adjournment: a motion was made at 4:05pm by JoAnne to adjourn the meeting. Motion was seconded by Jason.

City Council Members Present:

Josh Paladino – Chair
Robert Socha – Secretary
Tony Vear

City Staff Present:

David Mackie
Jason Blake
Kimberly Thomas

Public Present:

None

Call to Order: 6:01 PM

1. Revised Fee Schedule:
 - a. Resend as proposed to full council for adoption
 - b. Motion by Councilman Vear; Second by Councilman Socha; unanimous
2. Code Enforcement:
 - a. Section 35.596 – Storage of Vehicles
 - i. Rewrite for clarity – Councilman Paladino, Alan Beeker
 - b. Section 4.32, 33, 35, 164
 - i. 4.33 – Running at large
 1. Specific definition for dangerous dogs
 2. Fines to increase? \$50, \$100, \$150 (Section 164)
 3. Separate penalty for dangerous dogs, triple fines (\$150, \$300, \$450)?
 4. Councilman Vear suggests fines \$100, \$200, \$500
 5. 4.33-1 Attacks immediately goes to highest fine
 - ii. Revisit in two weeks
 - c. Section 6.63, 67 – Occupancy Permits
 - i. Done every two years, \$50 application fee, \$25 follow up
 - ii. True cost?
 - iii. 6.67 – Rental Inspections: update required license language to include providing proof
 1. Owner occupied exempt
 - d. Section 28.32, 42 – Solid Waste, Littering
 - i. Current Fines: \$25, \$50, \$100
 1. Change to \$100, \$200, \$500
 - e. Section 20.33 – Municipal Civil Infractions
 - i. Change fines to \$100, \$200, \$500
 - ii. Motion Councilman Vear, Second Councilman Socha, Unanimous Vote
 - f. Parking fee schedule
 - i. True Cost?

- ii. Discussion on Parking bans and limitations
- 3. Purchase Leaf Collection Machine Mowing Attachment
 - a. \$35,000 attachment to mow Baw Beese Trail Paths and other applicable municipal areas
 - b. Will save labor and manpower costs beginning this spring if we can take delivery
 - c. Will require budget amendment
 - d. Motion by Councilman Socha, Seconded by Councilman Vear, unanimous
- 4. Request Public Safety discuss General Fund expenditures for Police and Fire
 - a. Compare other municipalities General Fund expenditures for Police and Fire
 - i. Jonesville, Marshall, Coldwater, Mason, etc.
- 5. Next meeting on February 26, 2024
 - a. Vendor Fees
 - b. Spring Leaf Collection
 - c. 2024 Budget
- 6. Motion to Adjourn Councilman Vear, Second Councilman Socha, unanimous
 - a. Adjourn at 7:56 PM

City of Hillsdale

Agenda Item Summary

Meeting Date: February 19, 2024

Agenda Item: **Consent Agenda**

Subject: Annual HCCF Youth 5K

Background:

A right of way use application has been submitted for the Hillsdale County Community Foundations annual youth 5K to be held on Saturday August 10, 2024 from 8:00 a.m. till 11:00a.m. The route begins and ends at Sandy Beach and utilizes Waterworks, Griswold, Steamburg, Lakeview and the walk path. The Police Department will assist with traffic control.

Recommendation:

Approval is recommended as this is an annual event.

Scott A. Hephner



Chief of Police / Fire Chief

Received by _____
 Date _____
 Amount Rec'd _____
 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**

Applicant's Name HCCF YOUTH			Date 02/02/24	Contractor's Name			Date		
Mailing Address 2 S HOWELL STREET PO BOX 276				Mailing Address					
City HILLSDALE	State MI	Zip Code 49242	City					State	Zip Code
Telephone Number 517.439.5101			Telephone Number						

DESCRIPTION OF WORK OR USE:

5K RACE

LOCATION: (Drawing to be provided)

CITY OF HILLSDALE - BAW BEESE (SEE DRAWING ATTACHED)

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

N/A

TIME PERIOD:

COMMENCING DATE: SATURDAY, AUGUST 10, 2024	TIME: 8:00 A.M.	ENDING DATE: SATURDAY, AUGUST 10, 2024	TIME: 11:00 A.M.
---	--------------------	---	---------------------

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.

Staff Use Only

Recommendation for Issuance

Approved Denied


Director Comments:

Director, Department of Public Services

Recommendation for Issuance

Approved Denied

Chief of Police Comments:



Chief of Police

Police to assist with Traffic Control

Bond Received \$ _____

Fee Received \$ _____

City Clerk

Note: All payments must be received and recorded before permit is valid.

Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242
or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242
Or email to: jblake@cityofhillsdale.org

**INSPECTIONS MUST BE SCHEDULED
MINIMUM 2 HOURS PRIOR TO
COMMENCEMENT OF WORK.**

SECTION 5 – STREET OPENINGS AND RIGHT-OF-WAY CONSTRUCTION

- A. It shall be the responsibility of the applicant to contact "Miss Dig" prior to commencing any construction activities within the right-of-way so that all public utilities and other facilities can be located.
- B. It shall be the responsibility of the applicant to provide all necessary warning signs, barricades, flagmen and the like in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD) Part 6 to insure that the public is safe from injury or damage to vehicles as a result of the construction activities.
- C. The applicant, upon completion of any construction, shall restore the right-of-way areas to a condition which is as good as or better than the condition which existed prior to the commencement of construction activities.
- D. The applicant shall provide and place the necessary sheeting, shoring and bracing required to prevent caving, loss or settlement of foundation material supporting the pavement, or any other street installation such as sewers, culverts, etc. the applicant shall assume the full responsibility for this protection and shall not proceed with construction or excavation activities prior to receiving the approval of the Department of Public Services for the methods to be used. The applicant shall dispose of all surplus or unsuitable material outside of the limits of the streets.
- E. All trenches, holes and pits shall be filled with gravel, placed in successive layers not more than nine inches in depth, loose measure, and each layer shall be thoroughly compacted by mechanical tamping. Restoration shall be such that it will provide a condition equal to or better than the original condition.
- F. Street openings will be properly maintained by the applicant until the street surface is replaced.
- G. Bituminous surfaces must be replaced with bituminous materials compacted at a minimum of two lifts. Concrete surfaces must be replaced with concrete materials flush with the existing surface and properly finished.
- H. Materials used in construction, backfilling and repair operations shall comply with the State of Michigan, Department of Transportation specifications. These include the following:
 - 1. Aggregate types for backfilling..... 22A and 23
 - 2. Asphalt type for replacement of street surface.....20AA
 - 3. Concrete type for replacement of concrete surface....Type 35P
- I. All vegetative areas shall be restored using top soil which is free of weeds and shall be seeded and protected from erosion.
- J. Street openings shall be made in such manner and with such tools as to produce straight edges. All such openings shall be rectangular in shape unless conditions warrant an irregular shape.

SECTION 6 – SIDEWALK CONSTRUCTION REPAIR AND REPLACEMENT

- A. All sidewalk work shall consist of constructing the sidewalk in a single course on a prepared subgrade.
- B. All sidewalks shall project one inch above finished grade and shall slope one quarter inch per foot toward the drainage side. Sidewalks shall be four inches thick except at driveway crossings which shall be six inches thick. Sidewalks shall be a minimum of five feet wide and a maximum of six feet wide. All walks shall meet the requirements of the Americans with Disabilities Act (ADA).
- C. All unstable subgrade material shall be removed and replaced with a minimum of four inches granular material or sand, compacted.
- D. Forms shall be clean and straight, composed of wood or metal. The forms shall be staked to line and grade in a manner that will prevent deflection or settlement. Forms shall be oiled before placing concrete. If the line of the sidewalk conflicts with trees adjacent to the sidewalk, the applicant shall notify the City Forester and Director prior to proceeding with the installation of forms.
- E. The base shall be thoroughly wetted and the concrete deposited thereon to the proper depth. It shall be spaded along the forms compressed and struck-off flush with the top of the forms. The surface shall be floated, edges and joints properly tooled, and finished with a brush to provide a non-slip surface.
- F. The applicant shall insure the use of appropriate materials which shall comply with the following specification:
- G. Expansion joints shall be placed every fifty feet or more often if required to prevent cracking of the sidewalk. Grooved joints a minim of on-half inch in depth shall be placed every five feet.
- H. Sidewalks and sidewalk ramps shall be constructed in accordance with the standard specifications of the Michigan Department of Transportation (MDOT).
- I. Driveway approaches shall be a minimum of ten feet in width and shall be constructed of concrete a minimum of six inches thick. Expansion joints shall be placed where the approach meets a sidewalk or street. Approaches shall be constructed in accordance with standards provided in Section 6E.

SECTION 10 – FEES

A. The following schedule shall be the fees as established for permits issued pursuant to these rules and regulations:

Application Fee.....	\$75.00
Commence work prior to obtaining permit (ATF Fee = after the fact fee).....	\$100.00
Annual Blanket Permit.....	\$500.00
Sidewalk under 25 square feet.....	\$50.00 with terrace
Sidewalk over 25 square feet.....	\$75.00 with terrace
Driveway Approach Permit.....	\$75.00 with terrace
Street Opening.....	\$150.00, plus \$10,000 bond
Terrace Preparation.....	\$35.00
Storm Sewer Connection fee.....	\$160.00
Use of Traffic Control.....	\$25.00 min., up to 3 days

(Example: 2 ADA panels or 10 cones or 6 class 1)

(Traffic control fee will be based on number of days required, above 3 days, and amount required)

Curb Cut/Repair/Extension.....	\$60.00 < than 20 linear feet
	\$100.00 > than 20 linear feet

Events

Dumpster in Right-of-Way*.....	\$25.00 plus traffic control
Parking Lot Closure*.....	\$150.00 traffic control
Single Block Closure*.....	\$200.00 traffic control
Greater Than Single Block Closure*.....	\$325.00 traffic control

Traffic control map, for vehicle and pedestrian closures, to be supplied by applicant. Pending availability DPS will deliver and/or set up required temporary traffic control for the total of 100% of the labor and vehicle rates required for the task.

<u>Labor per hour*</u>		<u>Vehicle rental per hour*</u>			
DPS	\$33.97	Pickup Truck	\$19.39	Trailer	\$13.42
BPU Water	\$37.19	Pickup Truck	\$19.39		
BPU Electric	\$60.61	Pickup Truck	\$19.39		
Police	\$44.95	Squad Car	\$50/hour or \$200/day		
Fire Dept.	\$28.09	Fire Truck	\$75/hour or \$300/day		

\$500 Up front deposit required for special events. Once application, permit, temporary traffic control, deliver/setup and any other additional charges have been covered the applicant will be refunded the remaining balance or be sent an invoice for any charges the deposit didn't cover. This includes going towards covering the cost of any lost or damaged temporary traffic control devices used for the event.

*If available

- B. In addition to the fees indicated above, all work requiring inspections after 3:00 p.m. or on Weekends shall be subject to an additional fee of \$75.00 per hour (Minimum 2 hour charge) or portion thereof with personnel availability.
- C. All permit fees are non-refundable.

Distance: 3.10 miles / 4.98 km

Location: Baw Beese Lake - Hillsdale, MI, US

Attributes: loop, mostly flat, roads

Description: This route starts out at the Sandy Beach recreation area, on paved roads around Baw Beese Lake, and the last stretch is along the paved Hillsdale Rotary bike path, ending at the Sandy Beach recreation area.

Route

Markers:

- miles
- km
- none



[Print map](#)



[Read reviews](#)



[Rate this route](#)



City of Hillsdale

Agenda Item Summary

MEETING DATE: February 19, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Carleton Lift Station Upgrade

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

Project Background:

All of the lift stations were installed in the early 1980's and are showing their age. They are all Smith and Loveless brand and therefore we are locked in with that source. Staff budgeted to upgrade Barber lift station but with the evolving plan with that station, we would like to switch attention to Carleton instead. The proposal is for a new platform, piping, and enclosure. We are looking into the costs for a new control panel, suction lines, and backup generator as well. Monies are in this years' capital improvement budget.

RECOMMENDATION:

BPU Board supports award of the proposal from Smith & Loveless, Inc. at a cost of \$66,549.00.



Smith & Loveless, Inc.

14040 Santa Fe Trail Drive
Lenexa, KS 66215
USA
913-888-5201

SALES AGREEMENT

NAME AND ADDRESS City of Hillsdale Board of Public Utilities
Attention: Jeff Gier

QUOTATION DATE: FEBRUARY 6, 2024
INQUIRY NUMBER: SK-35371
ENGINEER: _____
SERIAL NUMBER: 16-1994
PROJECT NAME: CARLTON ROAD
JOB LOCATION: HILLSDALE, MI

SMITH & LOVELESS®, INC. having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment is subject to all provisions set forth in this Sales Agreement. *The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.*

SMITH & LOVELESS®, INC. is pleased to offer our quotation for the following:

ONE Baseplate Conversion, consisting of **EVERLAST™** Series 1000 with **DURO-LAST®** stainless steel baseplate for 6' diameter wet well with 4" piping and the **WAVESTART®** add-on. Includes **DURO-LAST®** 25-Year Warranty on the Baseplate.

The Baseplate Conversion includes a corrosion-resistant **DURO-LAST®** lean duplex series 2100 stainless steel alloy, 316L stainless steel (or equal) baseplate, pump station piping above the base including the volute, **RAPIDJACK®** check valves, rugged 1-piece aluminum tread plate, lifting stanchion and insert sleeve, wrench for the plug valve, control panel mounting struts, vacuum pump shelf, 1-piece hood enclosure (with lift assist installed), station ventilation of blower and louvers mounted on hood, float/transducer wire guides, and (4) float switches.

The **WAVESTART®** add-on includes two (2) Vacuum Pumps, and two (2) PN: H87A391U **WAVESTART®** Complete Upgrade Kits, which include all required parts to upgrade from electrodes to **WAVESTART®**.

Additional Optional Equipment Includes:

The **Cold Weather Package/Insulated Hood** add-on includes one (1) auxiliary heater with automatic circulating fan, thermostat control and an ON/OFF switch. The fiberglass cover shall have a minimum of 1" thick urethane insulation.

Specifically Not Included

- Unloading/hauling from nearest unloading area and storage
- Excavation, backfilling, grading, and all field labor
- Field test, if required
- Concrete, concrete work, grout, or grouting
- Concrete embedded items, anchorage, or anchor bolts
- Piping connections or any piping outside the pump station
- Electrical wiring and conduit outside the pump station
- Unpacking and installation of accessory items, including touch-up painting
- Videotaping of startup or training sessions.
- PLC Program Copy (if applicable)
- Any items not specifically included in this Sales Agreement are specifically excluded from **SMITH & LOVELESS®, INC.** scope of supply.

Seller will provide Buyer with four hard copies of the O&M Manual, also on CD (.pdf format). Additional copies can be provided for \$50 per copy.

PRICE, SUBMITTAL DATA, AND DELIVERY

\$ 66,549

We are currently experiencing large increases in the price of materials and components with very little advance notice. Therefore, the sales price of the equipment quoted herein is subject to an escalation in price. Escalation shall be based upon the increase incurred by **SMITH & LOVELESS®, INC.** for the material or components in excess of 5% from the time of quote. The escalation shall be calculated as the percent (%) of increase over 5% of the material/component item and shall include material handling factor and overhead. Such escalation shall be verified through quotes, invoices, or receipts from suppliers to **SMITH & LOVELESS®, INC.**

F.O.B. factory plus any taxes, which may apply. Truck/rail freight allowed to the jobsite, rail siding or nearest unloading area; unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Seller at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

Quote is valid for 30 days from date of this agreement.

Seller will provide one (1) day (one [1] trip) of supervision by a factory-trained technician over initial operation, start-up of equipment, and operator training (if required). If additional days are required, Seller will furnish a factory-trained supervisor for \$975 per day including travel time plus actual travel expenses.

Payment is 100% prior to shipment, or with continuing credit approval, 100% Net 30 days from date of shipment or at time of start-up, whichever occurs first.

Seller will provide a one-year standard warranty from date of shipment.

Seller to send submittal data for approval 4 to 6 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated at 16 to 18 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved, and inserted into the manufacturing documents by the Seller. Variations in the time submittal data is returned to Seller and/or Submittal Data marked approved, but which contain contingencies or variations may impact the completion time of the equipment.

Please be advised, delivery quotes are estimates and subject to change based on the current, unpredictable supply chain. **SMITH & LOVELESS®, INC.** cannot guarantee delivery dates, nor accept responsibility for liquidated damages incurred from a late shipment.

If the equipment **SMITH & LOVELESS®** is providing is associated with the retrofit or modification of existing equipment, then field adjustments to the existing and/or new equipment may be required for correct installation. Such adjustments may include but are not limited to, piping modifications, grouting, shimming, control panel or electrical changes, etc. **SMITH & LOVELESS®** is relying on information provided by the customer, the installing contractor, or others regarding the measurement, model or part numbers, drawings, and descriptions of existing equipment in the design and manufacturing of the new equipment for this project. As a result, **SMITH & LOVELESS®** shall not be responsible for any problems or difficulties encountered when fitting-up new equipment with existing equipment.

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller.

Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.

B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.

C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.

D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.

E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Seller's estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.

9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

10. SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.

13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

SIGNATURES:

Agreed to this _____ day of _____, _____

Agreed to this _____ day of _____, _____
At Lenexa, KS.

Buyer

SMITH & LOVELESS[®], INC.

Seller

By _____
(Print Name)

By _____
(Authorized Signature)

By _____
(Authorized Signature)

Prepared by _____
(Sales Representative)

Address

Is this purchase tax exempt? YES _____ NO _____

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

NOTE: The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.

City of Hillsdale

Agenda Item Summary

MEETING DATE: February 19, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Eaton Water Meter Nodes

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

Project Background:

We utilize Eaton Nodes to report back water usage from our customers. This order is to maintain stock of these units as there is still a long lead time of 45 weeks. Cannon Technologies is the sole source and manufacturer of these nodes. This was budgeted for in the capital improvement budget.

RECOMMENDATION:

BPU Board supports to purchase 100 Gen 2 Nodes from Cannon Technologies, Inc. at a total cost of \$15,288.00.



Powering Business Worldwide

Customer Quotation

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

Quotation Number	Date	
23618123	01/23/2024	
Cust. purchase order no.		Cust. no.
JLB 1/23/2024		60938
Prepared By		
Jolene Bjorklund		
Validity period		
01/23/2024 to 02/23/2024		
Sales Representative		
900007966 / DAN SCRIMA		
Customer Service Contact		
JOLENE BJORKLUND 763-543-7798		

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

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

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

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

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item Catalog Number						
Cust.Material Number						
10	100	EA	RF GEN2 WATER NODE W/STD I/O 5FT CABLE Commodity code 9026806000 Lead time 45 weeks ARO	32201X42G42 100.000 Country of origin	147.00	14,700.00
Product Subtotal						14,700.00
Cannon Frt Chg						588.00
Final amount in USD						15,288.00



Powering Business Worldwide

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

Customer Quotation

Page 2 of 4

Quotation no./Date

23618123 / 01/23/2024

Sales Contact: MARIFÉ URRUTIA COMAS / 414-336-8684

Terms and Conditions

1. Applicable Terms and Conditions

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

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

2. Price, Payment Terms, and Title

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

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

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

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

3. Delivery and Risk of Loss

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

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

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

4. Acceptance

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

5. Limited Warranty

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

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

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

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

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

6. LIMITATION OF LIABILITY

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

7. Cancellation and Return of Products

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

8. Force Majeure

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

Terms and Conditions

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

9. Work Product

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

10. Confidentiality

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

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

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

11. Patent Indemnity

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

12. Changes in Product Design or Manufacture

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

13. Software License

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

14. Compliance with Laws

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

15. Waiver

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

16. Language

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

17. Choice of Law and Dispute Resolution

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

18. Assignment

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

19. Severability

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

20. Epidemic

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

City of Hillsdale

Agenda Item Summary

MEETING DATE: February 19, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: WTP High Service Pump 1 Replacement

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

Project Background:

Our WTP utilizes four high service pumps, all were installed in 2000 with the plant upgrade. Pump one has failed and needs to be replaced. Rebuild is not an option due to its age. Northern Pump and Well has been our go to experts with all water plant and well projects in the past, are familiar with our setup, and provide full service. Staff sourced the 5 stage pump from a different vender at a slightly higher price and without the needed installation. Funds are available in current budget.

RECOMMENDATION:

BPU Board supports award of the proposal from Northern Pump & Well at a cost of \$23,957.00.



6837 W. Grand River Ave.
Lansing, MI 48906

Hillsdale Board of Public Utilities
Attn: Mr. Jeff Gier
45 Monroe Street
Hillsdale, Michigan 49242

Proposal

Date	Proposal #
2/2/2024	24-Q3039A

Description	Qty	Rate	Total
Thank you for the opportunity to present you with this proposal for the repair of your HS #1 pump.			
Pump Head, Clean and paint head	1	300.00	300.00
Stuffing box repair, Bronze Bushing and Graphite Packing	1	230.00	230.00
1 1/2" top shaft SST Shaft w/coupling	1	512.00	512.00
8" Intermediate Column	1	709.80	709.80
Pump New: 5 Stage,925 GPM at 325 TDH	1	10,765.00	10,765.00
Labor, Mobilization, Demobilization, Pull Pump, Set Pump, Run check operation.	22	320.00	7,040.00
* Estimated hours, actual hours charged. *			
Disassemble and diagnose, Clean, Paint, Repair	40	80.00	3,200.00
Machining	12	90.00	1,080.00
Bolts, Gasket, Paint, Pressure Gauge	1	120.20	120.20
NOTE: Should conditions change and/or any additional work be required, beyond the original scope of this project, our standard hourly rates will apply. Northern Pump & Well will consult with you prior to the additional work being performed.			
Signature: _____ Date: _____			
Purchase Order No. (if required): _____ * If this proposal meets your approval, please sign / date and return to fax number...1-517-322-0135			
If you have any questions, feel free to call 877-477-1757 or 517-322-0219		Total	\$23,957.00

City of Hillsdale
Agenda Item Summary

MEETING DATE: February 19, 2024

AGENDA ITEM #: Consent Agenda

SUBJECT: Water Meters

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

Project Background:

Staff would like to maintain stock on our commonly used meter bodies and registers. SLC Meter is the only distributor for Badger meters in Michigan. This is budgeted for in our capital improvement budget.

RECOMMENDATION:

BPU Board supports to purchase the meter bodies and registers at a total cost of \$12,858.00.

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

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



QUOTATION

Date	Quote #
1/23/2024	33946

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

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

Project Name	Expires on	Terms	Rep	Entered by
	2/22/2024	Net 30	ASB	ASB

Item	Description	Qty	Unit Price	Total
BM-M25-23-BRZ-B...	5/8" X 3/4" (7 1/2" LONG) BADGER MODEL 25 WATER METER BASE ONLY, NSF-61 NO LEAD BRONZE BODY, CAST IRON BOTTOM	40	77.90	3,116.00
BM-M55-BASE	1" (10 3/4" LONG) BADGER MODEL 55 WATER METER BASE ONLY, NSF-61, NO LEAD BRONZE BODY, CAST IRON BOTTOM	20	198.68	3,973.60
BM-HRE-LCD	M25 BADGER HRE-LCD ENCODER, 9 DIAL, GALLONS, W/ 10' TWIST TIGHT CONNECTOR	40	96.14	3,845.60
BM-HRE-LCD	M55 BADGER HRE-LCD ENCODER, 9 DIAL, GALLONS, W/ 10' TWIST TIGHT CONNECTOR	20	96.14	1,922.80

Please note the purchase and payment terms of SLC Meter llc. Written acceptance of this quotation is needed to order materials. All special order items have a 30% restocking fee. Please go to www.slcmeter.com for further details.	Sales Tax (0.0%)
	Total \$12,858.00

Thank You!



CITY OF HILLSDALE 2024 RESIDENTIAL BRUSH COLLECTION NOTICE

The City of Hillsdale Department of Public Services will provide a onetime curbside residential collection of brush. This service is offered to its *residents only*.

Residents are reminded of the following collection requirements:



Brush Collection: *Brush is defined as any large enough woody material that would be chipped.*

Spring Brush collection will begin at **7:00 am** on **Monday, April 1st**, crews cannot return to pick up material set out late. Therefore it is very important to have material at the curb by 7:00 am, on Monday. Material needs to be placed at the curb with the cut end facing the street. Limbs less than 8 feet in length and up to 8 inches in diameter only will be collected.

No stumps, large trunks, stones or dirt are picked up and keep branches and brush piles away from all utility poles, telephone service pedestals, water shut-off valves, fire hydrants, etc. Also do not place items in the street. This causes additional clean-up problems on the street surface, in storm sewers and may obstruct visibility or cause traffic flow problems.

Collection is intended for residential scale only and is not intended for commercial properties or those clearing vacant or overgrown land. No brush from outside the city is allowed to be placed at the curb.

Brush Site: The City of Hillsdale will also open the Brush Site on Waterworks Ave to City Residents (only) for **BRUSH** (only) beginning April 1st. Hours are 7:00 am to 3:00 pm Monday – Friday. Closed Saturday and Sunday. **NO DUMPING IS PERMITTED AFTER HOURS.**

Violators of any of these regulations may be ticketed.

Questions regarding Residential Brush Collection should be directed to the Department of Public Services either on the web site www.cityofhillsdale.org or by phone 517-437-6490



CITY OF HILLSDALE
DEPARTMENT OF PUBLIC SERVICES
149 WATERWORKS AVENUE
HILLSDALE, MI 49242

(517) 437-6490 – Fax (517) 437-6496

Announcement

Spring 2024, Cemetery Clean-up Oak Grove & Lakeview Cemeteries

The annual spring cleanup of Lakeview and Oak Grove Cemeteries within the City of Hillsdale is scheduled to begin on Monday, March 11, 2024.

Seasonal and/or temporary decorations, grave blankets, loose items or any item determined by the City to be in poor condition will be discarded.

As a precaution, please remove items for safekeeping on or before Sunday, March 10, 2024.

New or returning items can be placed in either Lakeview or Oak Grove cemetery on or after Saturday, March 23, 2024.

For more information, please contact the Department of Public Services @ 517-437-6490

QUARTERLY NEWSLETTER

SPRING 2024 | MARCH, APRIL, MAY



CONTACT US

CITY OF HILLSDALE

- 📧 www.cityofhillsdale.org
- 📞 (517) 437-6440
- 📍 97 N Broad St, Hillsdale, MI 49242 (City Hall)
- 🕒 Monday - Friday, 8:00 AM - 5:00 PM

HILLSDALE BOARD OF PUBLIC UTILITIES (BPU)

- 📧 www.cityofhillsdale.org
- 📞 (517) 437-3387
- 📍 45 Monroe St, Hillsdale, MI 49242
- 🕒 Monday - Friday, 10:00 AM - 4:00 PM

IMPORTANT DATES

MARCH

- Monday, March 11, 2024 - March Board of Review Taxpayer Appeal Hearings Day 1, 9:00 AM - 3:00 PM, 2nd Floor Conference Room, City Hall
- Tuesday, March 12, 2024 - March Board of Review Taxpayer Appeal Hearings Day 1, 3:00 PM - 9:00 PM, 2nd Floor Conference Room, City Hall

- Monday, March 11, 2024 - Friday, March 22, 2024 - Oak Grove and Lakeview Cemetery Spring Clean Up

Note: All items shall be removed for safekeeping by Sunday, March 10, 2024 and may be returned on or after Saturday, March 23, 2024.

- Mid-March - Construction begins on the Westwood Area Special Assessment District as well as the Intersection of Lewis St and Westwood St. Please note that traffic will be restricted or limited in those areas during construction.

- Friday, March 29, 2024 - City Offices will be closed at noon to observe Good Friday. Normal hours of operation will resume on Monday, April 1, 2024.



APRIL

- Monday, April 1, 2024 - Spring Brush Pickup
- Monday, April 8, 2024 - Spring Leaf Collection

Note: These collection dates are one-time pickups. Notices and advertisements will be made available approximately one month prior to each event.

MAY

- Monday, May 27, 2024 - City Offices will be closed during normal business hours to observe Memorial Day. Normal hours of operation will resume Tuesday, May 28, 2024.

2024 PROJECT UPDATES

WESTWOOD AREA UTILITY & ROAD CONSTRUCTION

PHASE 1:

When: Mid-March - July
 Where: Highland Ave, Glendale Ave (from Bacon St to Westwood St), Westwood St (from Lewis St to Cold Springs Cir), and Cold Springs Cir

PHASE 2:

When: July - November
 Where: Sumac Dr, Scenic Dr, Westwood Dr, Corona Cir, Azalea Ct, and Picardy Pl

TRAVEL WILL BE RESTRICTED TO LOCAL TRAFFIC ONLY

LEWIS ST AND WESTWOOD ST INTERSECTION

When: Mid-March - May

In conjunction with the Westwood Area project, this intersection will be closed for utility work around the railroad crossing and within the intersection.

NO TRAFFIC WILL BE ALLOWED IN THIS CONSTRUCTION AREA

Traffic will be detoured around this closure.

WATER VALVE REPLACEMENT

When: January - December

Where: Various

This project consists of the replacement of approximately 70 leaking or non-operational water main shut off valves located throughout the entire City. These replacements will cause water outages in many areas. If you are impacted by an outage, you will receive notification from the City prior to the start of work. This may result in a boil water notice. Boil water notifications will be by door hanger. Water boiling requirements will remain in place for a minimum of 48 hours or until two (2) consecutive tests indicate the water is safe for consumption.

Please note this work may stir up iron deposits in the water mains causing rusty/cloudy water. To remedy the situation, please run water at an outside spigot or bathtub until the water is clear.

SANITARY SEWER IMPROVEMENT

Where: E St Joe St, Willow St, Mechanic St, Marion St, and Various

This project includes the replacement of sections of sanitary sewer as well as repairs to small sections of sanitary sewer in other various location. Project specifics include cured-in-place lining of 3,400 feet of sewer, the construction of a new sanitary sewer lift station and force main on Marion St, and the replacement of a failing inaccessible sewer line. Project completion is expected by December 2024.

2024 ELECTION INFORMATION

2024 ELECTION DAYS

Presidential Primary Tuesday, February 27, 2024
 Primary Tuesday, August 6, 2024

POLLING LOCATION & TIME

Hillsdale Community Library
 11 E Bacon St, Hillsdale, MI 49242
 7:00 AM - 8:00 PM



NEW IN 2024

PERMANENT ABSENT VOTER BALLOT LIST

Voters who want to automatically be mailed a BALLOT for all future elections may sign up for the Permanent Absent Voter Ballot List. Sign up anytime with the City Clerk's Office when submitting an Absent Voter Ballot Application by marking the option.

NOTE: If select to be on the permanent list, it is the voter's responsibility to notify the Clerk's Office of a temporary address change. Official election material, such as ballots, will NEVER be forwarded by the USPS.

IN-PERSON EARLY VOTING

Any registered voter can vote during the 9-day early voting period for all State and Federal elections.

The City of Hillsdale's early voting site is:

Hillsdale County Courthouse
 29 N Howell St, Room 2
 Hillsdale, Michigan 49242

Saturday: 8:00 AM - 4:00 PM
 Sunday: Noon - 8:00 PM
 M, T, W, & F: 9:00 AM - 5:00 PM
 Thursday: 1:00 AM - 7:00 PM
 Saturday: 8:00 AM - 4:00 PM
 Sunday: Noon - 8:00 PM

Early voting sites operate exactly like an Election Day precinct! You will be issued a ballot by an inspector and you will feed your ballot into a tabulator. The results of the early voting sites are not tallied until 8:00 PM on Election Day.

PLEASE NOTE: Once your ballot has been tabulated, you will become ineligible to vote absentee or in-person on Election Day of that specific election.

Questions can be directed to the City Clerk. Her information is as follows:

Katy Price, City Clerk
 (517) 437-6441 | clerk@cityofhillsdale.org
 97 N Broad St, Hillsdale, MI 49242 (1st Floor, City Hall)

meet our NEW HIRES

- * Dale Hogue - Wastewater Operator
- * Rebekah Dobski - Library Director
- * Kathy Delcamp - BPU CSR
- * Corey Brewer - Lineman

We wish you the very best during your time with us at the City. Welcome aboard!

AIRPORT NOMINATED FOR PROJECT OF THE YEAR AWARD



The Hillsdale Municipal Airport has been nominated for the "Project of the Year" Award by the Michigan Airport Conference for their Airport Terminal project.

This award is presented for development and/or design of a significant airport project which enhances community and economic benefit and promotes sustainability and environmental benefit for the future.

The new terminal is scheduled to break ground in March 2024.

CEMETERY ANIMAL ORDINANCE AMENDED TO BAN ANIMALS

Ordinance No. 2023-06 - "Amendment to an Ordinance No. 2017-01 to Prohibit Persons from Bringing or Maintaining Animals within Cemeteries Owned or Controlled by the City of Hillsdale, Michigan" was passed by City Council and became effective on 10/31/2023.



Note: This prohibition shall not apply to "dogs or animals trained to provide assistance to persons with disabilities."

This ordinance amendment was a result of animals being allowed to run unleashed through the premises and complaints of animal defecation being found on headstones and other locations through the cemeteries.

The full ordinance language can be found in the City of Hillsdale, Michigan Code of Ordinances. They are available online at the City's website.

LIBRARY GIFTED AROUND \$420,000 IN FARMER'S TRUST

The Hillsdale Community Library was listed as a beneficiary in a trust established by Edward L. Kunesh, a local farmer.

A 2022 obituary stated that Mr. Kunesh, of Litchfield, passed away Saturday, November 26, 2022. He was born February 4, 1939 in Defiance, Ohio. He graduated from Ayersville High School and was a member of their Future Farmers of American (FFA) chapter. Mr. Kunesh served in the United States Naval Reserves. He was said to be a proud lifelong farmer who enjoyed tinkering, running heavy machinery, and being outdoors.

Library Director Rebekah Dobski told the Hillsdale Daily News in a November 2023 interview, "Unfortunately, we don't know enough about Mr. Kunesh and his life to [know] why he decided to name us in his trust. [B]ut, we are rather thankful he did."

The Library first learned they were named in the trust in 2022.

In his trust, it is listed that the Library would receive 10% of the earnings from the sale of his estate following his death. Dobski stated in the Hillsdale Daily News interview that the sale "totaled \$4,846,096... Following the bequests and other fees that needed to be paid out, we were recently quoted to be getting around \$420,000."

Library Board of Trustees President George Allen, in the same November 2023 interview with the Hillsdale Daily News, stated, "All that's left to say, I think, is to express the most profound gratitude to the late Mr. Kunesh for his generosity, and the happy expectation that this gift will provide much good to our community through the library's services for years to come."

Dobski stated that the "money will go back to support the community. Expanding and updating services, adding new services, [and] more materials. [T]he sky really is the limit."

In a Facebook post in January 2024, the Library stated, "We are overwhelmed with gratitude for Edward L. Kunesh's incredibly generous donation. This gift means more to us than words can express. Thanks to his generosity, we are able to work towards our goals of making a positive impact in our community. - Hillsdale Community Library."

We are excited to see how the Library will use their new found funds! We are grateful for Mr. Kunesh's investment in the future of the Library and his selfless generosity.

MEIJER TO OPEN SPRING 2024



Located at 3600 W Carleton Rd, Hillsdale, MI 49242.

Please be aware of the traffic changes that come with their opening at the intersection of Moore Rd and Carleton Rd.

VERIFY PHONE NUMBER ON FILE WITH BPU



BPU staff are in the process of updating our customer database and we need your help to be sure that we have your current phone number on file.

Why? It is important that your account contact information is up-to-date because the phone number linked to your account is used by our automated outage system to record your address should you call to report a power outage or service-related issue. This helps us diagnose the problem faster and know where to dispatch crews to make repairs. Additionally, having a current phone number in our system ensures that if our staff need to contact you regarding your account or service status, they are able to reach you easily.

If you only have a landline number on file, consider providing us with your mobile number if you have a cellular device. During a power outage, you may not be able to call from your landline phone.

At your earliest convenience, here are some options to verify your phone number is linked to your account:

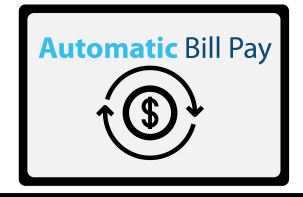
* Call us at (517) 437-3387, select "Option 3" to speak to a customer service representative;

* Send us an email at customerservice@hillsdalebpu.com; or

* Stop into our office at 45 Monroe St, Hillsdale, MI 49242 during normal business hours, 10:00 AM - 4:00 PM, Monday - Friday.

Thank you for helping us serve you better!

SIGN UP FOR AUTOMATIC BILL PAY/E-BILLING



Leave late fees behind in 2023 by signing up for BPU's Automatic Bill Pay (ACH Payments).

Customers who are enrolled in Automatic Bill Pay will have their payments deducted from a designated checking or savings account each month on their bill's due date. There is **NO FEE** for signing up. Customers also have the option to sign up for E-billing to go totally paperless.

STEP 1: Download the Automatic Bill Payment enrollment form

STEP 2: Fill out the form with your banking information

STEP 3: Return the completed form to our office or email it to customerservice@hillsdalebpu.com

Questions about an account or billing service can contact BPU at (517) 437-3387.

In-Person on Election Day



**Polls are open 7:00 a.m. – 8:00 p.m.
on Election Day!**

Elections will take place on:

- Tuesday, February 27, 2024
Presidential Primary
- Tuesday, August 6, 2024
Primary
- Tuesday, November 5, 2024
General

Precinct location for all registered
City residents:



Hillsdale Community Library
11 E. Bacon St., Hillsdale, MI 49242

Voter Registration

Those who have a valid Michigan
Driver's License or State ID, can register:

Online at:

<https://mVIC.sos.state.mi.us/home/registertovote>

By Mail: (applications available on the
City's or State's website)

In person at the Clerk's office

Voter Registration Deadlines:

Online or by mail:

Up to 15 days before the election

In person at the Clerk's office also

In Person through Election Day. Proof
of residency is required during the last
14 days before election day.

Contact Us

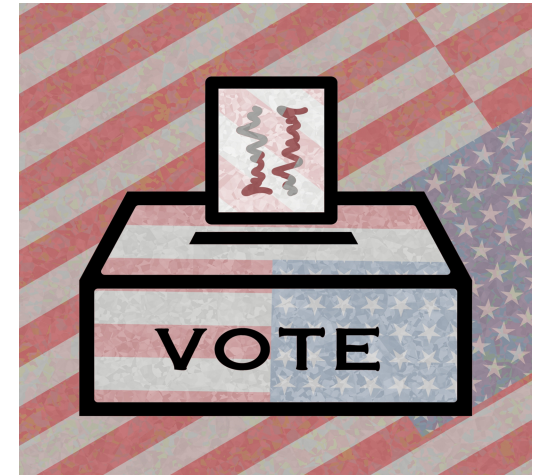
Phone: 517-437-6441

Email: clerk@cityofhillsdale.org

Website: cityofhillsdale.org



97 N. BROAD ST., HILLSDALE, MI 49242



Election Day Precinct Location:

Hillsdale Community Library
11 E. Bacon Street, Hillsdale, MI 49242

City Hall, Drop Box Location:

97 N. Broad St., Hillsdale, MI 49242

**2024 CITY OF
HILLSDALE
VOTER INFO
GUIDE**

Katy Price, City Clerk

Absentee Voting

All registered voters in Michigan can vote using what's called an absentee ballot. You don't need an excuse or reason to obtain one.

Absentee Ballots can be obtained starting 40 days prior to election day.

There are 2 steps to the absentee process:

- 1- **Submit an application** for an absent voter's ballot (unless you have previously submitted a permanent absentee ballot application)
- 2- **Return your voted ballot** by mail, in person at your Clerk's office, in person at the early voting site, or by placing it in the election drop box at City Hall.

Absent Voter Applications can be obtained –in person with by clerk, request local clerk mail you an application, and online at:

<https://mvlc.sos.state.mi.us/avapplication>

Election Drop Box is located at City Hall 97 N. Broad St., Hillsdale, MI 49242. The drop box can be utilized for all election's applications, registrations and ballots.

NEW IN 2024!

Permanent Absent Voter Ballot Information

Voters who want to automatically be mailed a ballot for all future elections may sign up for the **Permanent Absent Voter Ballot List**.

Sign up anytime at the Clerk's office or when submitting an Absent Voter Ballot application by marking the join permanent absent voter ballot list.

(If you select to be on the permanent list it is the voters responsibility to notify the Clerk's office if you are going to be vacationing or at a temporary address.) Official election material such as ballots will **NEVER** be forwarded by the postal service.

IMPORTANT ABSENTEE REMINDERS

-Ballots must arrive at the Clerk's office before 8:00 p.m. on Election Day.

-Ballots must be signed by the voter to be accepted and tabulated.

-Absent Voter applications are available 75 days before each election

-Absent Voter ballots are available to be issued 40 days before each election

**It is recommended that in the two (2) weeks prior to elections, all applications and ballots be dropped off and/or picked up in person at the Clerk's office to avoid delays in delivery.*

In-Person Early Voting

NEW IN 2024!



Any registered voter can vote during the 9-day early voting period for all state and federal elections.

The City of Hillsdale's early voting site is located at the Hillsdale County Courthouse, 29 N. Howell St., Room 2, Hillsdale, MI 49242.

Early voting sites operate exactly like an Election Day precinct where you will be issued a ballot by an inspector and will feed your ballot into a tabulator. These results are not tallied until 8:00 p.m. on Election Day. *Once your ballot has been inserted into the tabulator, you will become ineligible to vote Absentee or In-Person on Election Day.

Hillsdale County Early Voting Schedule
Saturday – 8am-4pm, Sunday- 12pm-8pm, Monday- 9am-5pm, Tuesday-9am-5pm, Wednesday- 9am-5pm, Thursday- 11am-7pm, Friday-9am-5pm, Saturday-8am-4pm, Sunday- 12pm-8pm.

Katy Price

From: David Mackie
Sent: Thursday, February 15, 2024 8:39 AM
To: Katy Price
Subject: FW: Community Center Grant Notification

Put under Communication.

David E. Mackie
City Manager / BPU Director
97 N. Broad St.
Hillsdale, MI 49242
Phone: (517) 437-6444
dmackie@cityofhillsdale.org



From: LEO-MICCentergrants [mailto:LEO-MICCentergrants@michigan.gov]
Sent: Tuesday, February 13, 2024 4:41 PM
To: David Mackie <dmackie@cityofhillsdale.org>
Subject: Community Center Grant Notification

Thank you for your application to the State of Michigan's Department of Labor and Economic Opportunity Michigan Community Center and Neighborhood Initiative Grant. We appreciate the time and effort put forth in applying for the grant and your patience as we reviewed submissions.

Unfortunately, City of Hillsdale has not been selected for funding. With over 1,000 proposals and funding requests over \$1 billion, the demand far exceeded the funds allocated for this initiative. There were many worthy submissions and regrettably we were not able to fund them all.

We have been identifying resources to help you as you look for additional avenues to complete your projects. We also are hopeful there will be another grant cycle and if you are interested, we will keep you informed. You put a lot of work into your proposal, and it is our hope that you can use that as a solid foundation for continued requests from other sources.

We are inspired by your commitment to your community and want to work together with you to find solutions to address needs in your community.

Thank you for all you continue to do.

Sincerely,
Ginna Holmes

Executive Director
Michigan Community Service Commission

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

CONFIDENTIALITY NOTICE: This communication and any attachments may contain confidential and privileged information for the use of the designated recipient named above. If you are not the designated recipient, an employee, or agent responsible for delivering this message to the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution, or copying of it or its contents is strictly prohibited. If you receive this communication in error, please destroy all copies of this communication and any attachments and notify the sender immediately via phone, fax, or electronic mail. Thank you.

City of Hillsdale Agenda Item Summary

Meeting Date: February, 19, 2024

Agenda Item: Old Business

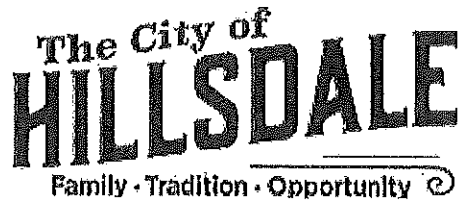
SUBJECT: Right-of-Way Permit Fee Increase

BACKGROUND PROVIDED BY: DPS Director, Jason Blake

On February 12, 2024, City staff and Public Services Committee met to review and discuss the proposed right-of-way permit fees for special events. The Committee reviewed several other municipalities' fee schedules. The Public Service Committee recommends City Council approve the proposed fee schedule update and suggest an annual review as part of the budget process.

RECOMMENDATION:

City Council approve the proposed 2023 Right-of-Way Permit Fees update.



Hillsdale City Right-of-Way Permit Fees Proposed update 2023

Type	Existing	Proposed
Application	\$20	\$75
Annual Blanket	\$160	\$500
Sidewalk under 25 square feet	\$35	\$50 with terrace
Sidewalk over 25 square feet	\$60	\$75 with terrace
Driveway approach	\$60	\$75 with terrace
Street opening	\$100 plus \$10,000 bond	\$150 plus \$10,000 bond
Terrace	\$35	\$35
Storm sewer connection	\$160	\$160
Use of traffic control*	\$25	\$25 min, up to 3 days. Example: 2 ADA panels or 10 cones or 6 class 1)

(Traffic control fee will be based on number of days required, above 3 days, and amount of traffic control required)

Curb cut/repair/extension	\$60	\$60 < than 20 liner ft. \$100 > than 20 liner ft.
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(Additional Proposed)

Commence work prior to obtaining permit (ATF Fee = after the fact fee)	\$100
Dumpster in Right-of-Way*	\$25 plus traffic control

Events

Parking lot closure*	\$150 traffic control
Single block closure*	\$200 traffic control
Greater than single block closure*	\$325 traffic control



Hillsdale City Right-of-Way Permit Fees Proposed update 2023

Traffic control map, for vehicle and pedestrian closures, to be supplied by applicant. Pending availability DPS will deliver and/or setup required temporary traffic control for the total of 100% of the labor and vehicle rates required for the task

Labor per hour*		Vehicle Rental per Hour*			
DPS	\$33.97	Pickup Truck	\$19.39	Trailer	\$13.42
BPU Water	\$37.19	Pickup Truck	\$19.39		
BPU Electric	\$60.61	Pickup Truck	\$19.39		
Police	\$44.95	Squad Car	\$50/hour or \$200/Day		
Fire Dept.	\$28.09	Fire Truck	75/hour or \$300/day		

\$500 upfront deposit for special events. Once application, permit, temporary traffic control, delivery/setup up and any other additional charges have been covered the applicant will be refunded the remaining balance or be sent an invoice for any charges the deposit didn't cover. This includes going towards covering the cost of any lost or damaged TTC used for the event.

All permit fees are non-refundable.

* If available

City of Hillsdale

Agenda Item Summary

Meeting Date: February 19, 2024

Agenda Item #: New Business

SUBJECT: Emergency On-call Service Holiday City

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

PROJECT BACKGROUND:

The HBPU electric department has been approached by AMP to consider providing after hours emergency services to the Village of Holiday City, OH. The contract would be between AMP and the City of Hillsdale BPU. We would not be required to perform routine maintenance. We would only be required to respond to after hours and weekend outages. We would not be required to respond if we had outages on our own system, our customers would always be restored first, in the event that both utilities had outages. The system is very small, approximately 45 electric meters and usually only incurs 3-5 outages a year. The line crew has gone to Holiday City and surveyed the system. They are open to consideration and have requested that if we choose to enter into an agreement that we have an opt-out after one (1) year. Attached is the draft contract.

The BPU Board recommends the City Council approve a one (1) year contract with AMP for services to Holiday City at the included Rate Schedule (Appendix A).

RECOMMENDATION:

City Council consider the attached contract between Hillsdale BPU's Electric Department and AMP for electric services to Holiday City.

DISTRIBUTION SERVICES SCHEDULE

This Distribution Services Schedule (“Schedule”), dated as of _____, 2024 the (“Effective Date”), is entered into by and between American Municipal Power, Inc. (“AMP”), an Ohio nonprofit company, with offices located at 1111 Schrock Road, Suite 100, Columbus, OH 43229, and the City of Hillsdale, Michigan, a political subdivision duly organized and existing under and by virtue of the laws of the State of Michigan that owns and operates an electric utility system (“Municipality”, and collectively, “Parties”).

RECITALS

WHEREAS, Municipality owns and operates a municipal electric utility that provides electric power and energy to its customers as well as a facility commonly known as 45 Monroe Street, Hillsdale, Michigan, 49242 (the “Facility”) with excess storage capacity; and

WHEREAS, AMP provides various services its Members, directly or indirectly through various affiliated entities; and

WHEREAS, the Municipality is a Member of AMP and has executed a Master Services Agreement by and among Municipality, AMP, and the Michigan South Central Power Agency, designated as Contract No. C-12-2005-4628 (the “Master Services Agreement”); and

WHEREAS, the Village of Holiday City, Ohio (“Holiday City”) owns and operates a municipal electric utility, is a Member of AMP, and is in need of distribution services to support reliability, security and operational efforts; and

WHEREAS, Municipality is in close proximity to Holiday City, has the expertise and ability to provide the necessary services requested, and desires to provide distribution services to Holiday City (as described in Appendix B attached hereto, the “Distribution Services”); and

NOW THEREFORE, this Schedule is hereby entered into by the Parties as of the Effective Date.

ARTICLE I **TERM**

A. This Schedule shall be effective as of the Effective Date and shall continue in effect for a term ending December 31, 2024. Thereafter, unless notice of termination is given as set forth below, this Schedule shall continue in full force and effect for additional consecutive terms of one (1) year.

B. Either party may elect to terminate this Schedule at any time by providing the other party with ninety (90) days' written notice of its intent to terminate.

C. Notwithstanding the other provisions of this Schedule, Municipality shall have the right to terminate this Schedule at any time in the event a notice of Hazardous Condition has been given by Municipality pursuant to Article III herein if Holiday City fails to correct, fails to allow to be corrected, or otherwise fails to remove said Hazardous Condition within thirty (30) days of said notice.

ARTICLE II DISTRIBUTION SERVICES

A. It is understood and agreed that, to the extent that there is not a Force Majeure Condition as defined herein, Municipality shall, pursuant to this Schedule, be available to Holiday City as requested by Holiday City for after-hours and emergency Distribution Services during the hours identified in this Article to perform the Distribution Services, as requested by the AMP in order to assist with the operation and maintenance of the Holiday City electric utility system. The hours of availability include: i) evening and nighttime (5:00 P.M. to 8:00 A.M.); ii) weekend daytime hours (8:00 A.M. to 5:00 P.M.); and, iii) Holidays and weekend evenings (5:00 P.M. to 8:00 A.M.), where Holidays include the days so designated by AMP and New Years Eve. The individual representing Holiday City and holding the title or position of Village Administrator or, in the event the title of said position changes, the equivalent position following such a title change (the "Holiday City Official") may provide instruction, direction and guidance with regard to the tasks to be undertaken by Municipality in the course of providing Distribution Services during after-hours and emergencies, as long as the same is not inconsistent with this Schedule.

In addition to after-hours and emergency Distribution Services, Municipality will take calls from Holiday City during Normal Business Hours, which include non-Holiday weekdays (Monday through Friday) from 8:00 A.M. to 5:00 P.M., and contact the AMP representative noted in Appendix A to provide Distribution Services to Holiday City through the Circuit Rider Program during the Normal Business Hours.

B. Standards for Performance of the Services. Municipality shall perform the Distribution Services in accordance with (i) the original equipment manufacturer manuals delivered to Municipality, if any, (ii) Applicable Laws, (iii) Prudent Utility Practices, (iv) insurer requirements delivered to Municipality by Holiday City or AMP in writing, if any, and (v) this Schedule (collectively, the "Standards of Performance"). The Parties acknowledge and agree that actions taken (or not taken) by Municipality pursuant to Holiday City Official's direction shall be deemed to comply with the Standards of Performance, and Municipality shall have no liability for acting or refraining to act in accordance with Holiday City Official's directions, if any. As used herein, Prudent Utility Practices shall mean those practices, methods and acts generally employed in the power industry that at the particular time in question, in the exercise of reasonable judgment in light of the facts known at the time the decision in question was being made, would have been expected to accomplish the desired result of such decision consistent with the goals of supporting reliability, security and operational efforts of Holiday City's electric utility,

and the requirements of Applicable Law. With respect to Municipality, Prudent Utility Practices are not limited to the optimum practices, methods or acts to the exclusion of all others, but rather include a spectrum of possible practices, methods or acts commonly employed in the power generation and transmission industry, including taking reasonable actions to provide a sufficient number of Persons who are available and adequately trained to provide Distribution Services, and timely perform preventive, routine, and non-routine maintenance and repairs, subject, in all cases, to the limitations on Municipality's authority and duties as set forth in this Agreement. Further, as used herein, Applicable Law means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees (all as amended from time to time) of any government or quasi-governmental entity with jurisdiction over the Holiday City electric utility system.

C. Municipality Personnel. Municipality shall provide all labor, professional, supervisory, and managerial personnel needed to perform the Distribution Services properly and timely. It is understood that Municipality shall maintain all direction and control over its employees, representatives and agents and Municipality shall conform to all applicable laws and regulations in the performance of its obligations under this Schedule and shall comply with all provisions of applicable workers compensation laws. All Municipality-provided personnel shall be qualified and experienced in the duties to which they are assigned, shall be capable of operating and maintaining the equipment that is in part or whole the Holiday City electric utility system in accordance with this Agreement, shall meet all Applicable Law requirements for operating personnel, and shall possess all required licenses and certifications (including a valid driver's license). All Municipality personnel shall be deemed acting within the scope of their employment at all times while engaged in the provision of Distribution Services or traveling to or from Holiday City to the extent as if those employees were engaged in their normal duties.

D. No Liens or Encumbrances. Municipality shall keep and maintain the Holiday City electric utility system free and clear of all liens and encumbrances resulting from the debts and obligations of Municipality.

E. Emergency Action. During the course of providing Distribution Services outside of Normal Business Hours, in the event of (a) an emergency affecting the safety, health or protection of, or otherwise endangering, any persons, property, or the environment located at or about the Holiday City electric utility system or (b) an unplanned complete loss of electric transmission (collectively an "Emergency"), Municipality shall take immediate action to prevent or mitigate any damage, injury or loss threatened by such Emergency, and shall notify AMP of such Emergency and Municipality's response as soon as practical under the circumstances. To the extent Municipality deems reasonable in response to an Emergency, Municipality may procure goods as necessary to respond to an Emergency, the costs of which shall be reimbursable by AMP.

F. Hazardous Conditions. It is understood and agreed that Municipality shall not be required to provide any Distribution Services in any location where a Hazardous Condition exists or may exist. The determination of what conditions shall be regarded as

Hazardous Conditions or potentially Hazardous Conditions for purposes of this Schedule shall be within the sole discretion of Municipality.

Where it is determined that a Hazardous Condition exists or potentially exists, Municipality shall provide AMP and Holiday City with written notice of the existing or threatened Hazardous Condition and AMP or Holiday City shall, without delay, remedy or eliminate the existing or potentially Hazardous Conditions or provide safety precautions for the same, if possible. The notice may be oral should emergency conditions warrant the same.

It is expressly understood by the parties that so long as a Hazardous Condition exists, nothing in this Schedule requires or should be construed to require Municipality to perform tasks which Municipality, in its sole discretion, deem to be unsafe.

It is also expressly understood that because of the presence or potential presence of polychlorinated biphenyls (PCBs) in certain areas of Holiday City's electric apparatus, and the potential hazards of said materials, AMP agrees that a lack of an effective PCB program, in conformance with all applicable Federal and State EPA and local requirements, constitutes a Hazardous Condition pursuant to this Schedule.

ARTICLE III COMPENSATION, BILLING AND PAYMENT

A. As payment for the Distribution Services, AMP shall pay to Municipality a sum equal to the number of hours at the hourly wage rate(s) and overhead factor(s) provided for in the attached rate schedule, Appendix A, for the employee(s) performing the Distribution Services, pursuant to the billing and payment provisions of this Schedule. Appendix A may be adjusted upon the effective date of a new Agreement between Municipality and Local Union #876, International Brotherhood of Electrical Workers (IBEW), which the existing agreement currently expires on June 30, 2024 (hereinafter, "Collective Bargaining Agreement").

B. Municipality shall invoice AMP monthly, and AMP shall pay for all hours (including travel time) worked pursuant to this Schedule, as set forth on Appendix B, at the rates and charges set forth on Appendix A. Municipality shall issue invoices to AMP by emailing to apmanager@amppartners.org and mpalmer@amppartners.org.

C. In addition to labor hours, Municipality shall also be entitled to receive reimbursement for: (i) the actual cost of materials and supplies expended in providing Distribution Services such as fuel, utility poles, supports, cross arms, insulators, wire, and the like used to restore utility service in Holiday City and (ii) the cost of meals and other payments required to be made to Municipality's employees in connection with hours spent engaged in the Distribution Services, as provided in Municipality's then-effective collective bargaining agreement with the International Brotherhood of Electrical Workers.

D. The invoice from Municipality shall be in the format as set forth in Appendix A attached hereto and incorporated by reference. The invoice shall show the labor rate for each employee who provided Distribution Services and the number of hours logged in providing such services. In addition, any reimbursable expenses billed shall be set out separately on the invoice.

E. AMP shall pay all undisputed invoices within thirty (30) days of receipt of the invoice. If AMP disputes all or any portion of an invoice, AMP shall notify Municipality of the dispute within thirty (30) days of receipt of the invoice. AMP acknowledges that any undisputed invoice or undisputed part thereof that is not paid in accordance with the terms of this section shall accrue interest at the prime rate of interest as established in *The Wall Street Journal* as of the date of the failure to pay in a timely manner.

F. All tax and other returns required by local, state or federal laws or regulations with respect to Municipality's business and all payments due thereon, and all fees and other payments or coverage required or due in connection therewith, including generally, but not limited to, income or other tax withholdings, social security, unemployment compensation, workers' compensation, disability coverage and other taxes, shall be made, filed, paid, procured and maintained solely by Municipality, and AMP shall have no liability therefore.

G. In addition to payment for the Distribution Services provided by Municipality, AMP shall pay Municipality a monthly fee in the amount of (\$X) that is intended by the Parties to provide Holiday City with the benefit of: i) the close proximity of Municipality to Holiday City; and, ii) Municipality's general knowledge that is relevant to the goals of supporting the reliability, security and operational efforts of Holiday City's electric utility (the "Fee"). Although not capable of exhaustive definition, work included within the Fee consists of the following: (i) providing a phone line for Holiday City customers to call that Municipality will route to AMP during Normal Business Hours or address during the specified after-hours periods; (ii) development and a general understanding of Holiday City's electric utility; (iii) transmission of know-how/lessons-learned developed in Municipality's experience; (iv) Municipality visits to the Holiday City electric utility; (v) quality assessment and management of Municipality personnel performance; and (vi) provision of responses to issues that arise during performance of the Services. The Fee will be escalated annually beginning on January 1, 2025 by applying the escalation factor to each amount pursuant to the method set forth in Appendix A.

H. AMP shall pay Municipality a one-time fee of (\$X) for the development and production of Holiday City electric system maps.

I. Cost Audit. AMP is entitled to conduct an audit and review of Municipality's records with respect to all costs together with any supporting documentation for a period of five (5) years from and after the date of the audited payment.

J. Late Payment. To the extent AMP fails to pay by the due date any amount required to be paid under this Schedule, the unpaid amount shall accrue simple interest

each day at a rate of interest per annum equal to the lesser of (i) two percent (2.0%) above the "prime" reference rate of interest quoted to substantial commercial borrowers on ninety (90) day loans by Huntington Bank or (ii) the maximum rate of interest permitted by Applicable Law, from the due date until such amount (plus accrued interest) is paid in full.

ARTICLE IV INDEMNIFICATION; LIABILITY

A. Municipality's liability for any injury or damage that is caused by the actions or omissions of Municipality in the provision of Distribution Services, is limited to the limits of Municipality's insurance, excluding umbrella coverage, irrespective of whether such damages arise out of negligence, gross negligence, recklessness, intentional acts or omissions, or strict liability, and irrespective of whether the theory of recovery of such damages sounds in tort, contract, or any other legal theory.

Notwithstanding the foregoing, in the event that Municipality's insurance is not applicable to the aforementioned injury or damage, Municipality's liability shall be limited to two times (2x) the amount paid for Distribution Services hereunder, or \$50,000, whichever is greater.

B. To the extent permitted by law, Municipality shall hold harmless and waive any claims against AMP, including any of its agents, contractors or subcontractors from all suits, claims, judgments or actions associated with or arising in any way from the management or operation of Holiday City's electric utility system.

C. Notwithstanding any provision in this Schedule that may be susceptible to contrary interpretation, the Parties agree that neither shall be liable for consequential or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill, or any special or incidental damages. The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability and limitations of liability expressed in this Schedule shall survive termination or expiration of this Schedule, and shall apply in all circumstances, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of the Party indemnified, released or whose liabilities are limited.

D. No Warranties or Guarantees. EXCEPT AS EXPRESSLY PROVIDED IN THIS SCHEDULE, NEITHER PARTY MAKES ANY WARRANTIES OR GUARANTEES TO THE OTHER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS SCHEDULE, AND BOTH PARTIES DISCLAIM AND WAIVE ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

E. Exclusive Remedies. Except as otherwise expressly stated in this Schedule, this Schedule sets forth the exclusive remedies for any losses (including any

losses from claims for breach of contract, warranty, or tortious conduct) that result from a Party's breach of any contractual obligation created under the terms of this Schedule.

F. Exceptions to Limitations. Notwithstanding any provision in this Schedule that may be susceptible to contrary interpretation, the liability limitations expressed in and all other provisions of this Article VI (i) are separate from, and are not to be construed as limiting, any insurance coverage, and (ii) will not apply to claims arising from gross negligence or willful misconduct.

G. Municipality agrees and understands that AMP makes no representations or warranties regarding the condition of Holiday City's electric utility, facilities, poles, safety equipment, or other equipment to be used by Municipality's employee(s) during the provision of any Distribution Services.

ARTICLE V MUNICIPALITY'S REPRESENTATIONS

Municipality represents and warrants to AMP that:

1. It has the power and authority to execute and deliver this Schedule, to consummate the transactions contemplated hereby and to perform its obligations hereunder;
2. It has substantial expertise and experience in the provision of Distribution Services and it is fully qualified to provide such services in accordance with the terms of this Schedule;
3. While providing Distribution Services, each employee will be acting within the scope of his/her employment with the Municipality;
4. Municipality provides workers compensation coverage for its employees as required by applicable law and will provide a waiver of subrogation in favor of AMP where permitted by law;
5. Municipality and its employees will comply with all applicable safety rules which may be issued by AMP, Holiday City, or any governmental entity from time to time in connection with any Distribution Services provided hereunder;
6. It will have at least one employee present at all times during the provision of Distribution Services who will have sufficient knowledge and experience in the activities being undertaken to adequately and appropriately supervise the Municipality's employee(s);
7. All of Municipality's employees who participate in the provision of any Distribution Services involving pole top work are qualified utility pole climbers or will utilize a fall restraint system; and

8. Any site, facility, poles, safety equipment, or other equipment provided or supplied by Municipality are in good condition, safe, adequate, and appropriate for use in the provision of Distribution Services.

ARTICLE VI GENERAL

A. Insurance. The insurance provisions in Appendix D shall apply throughout the Term.

B. Notice. Any written notice required or permitted under this Schedule shall be deemed to have been duly given on the date of receipt, and shall be either delivered personally to the Party to whom notice is given, or mailed to the Party to whom notice is to be given, by email, or first class registered or certified mail. Addresses may be updated by written notice to the other Party as necessary.

C. Assignment. This Agreement is not assignable by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Assignment pursuant to this Section shall not relieve the assigning Party of any of its obligations under this Schedule that arose prior to the date of such assignment.

D. Subcontractors. Subcontracting of the Distribution Services shall not relieve either Party of its duties, liabilities or obligations to the other Party. AMP has the right, in its sole discretion, to approve the retention of any subcontractors and the terms and conditions of any subcontract.

E. Force Majeure.

1. Events Constituting Force Majeure. A "Force Majeure Event" is any event that (a) restricts or prevents performance under this Agreement, (b) is not reasonably within the control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, civil disturbances, sabotage, work stoppages, accident or curtailment of supply, unavailability of construction materials or replacement equipment beyond the affected Party's control, inability to obtain and maintain required permits required under any Applicable Law, restraint by court order, a concurrent electric outage in Municipality's electric utility, and changes in Applicable Law that affect performance under this Schedule. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be considered to be in default in respect to any obligation if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Schedule solely because of increased costs or other

adverse economic consequences that may be incurred through the performance of such obligations.

2. Notice. If a Party's ability to perform its obligations under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) Business Days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate efforts to remove the cause of the Force Majeure Event or to lessen its effect.
3. Scope. The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform as quickly as reasonably possible.

F. Amendments. No amendments or modifications of this Agreement are valid unless in writing and signed by duly authorized representatives of the Parties.

G. Survival. Notwithstanding any provisions to the contrary, the obligations set forth in Article V (with respect to payments), Article VII and the limitations on liabilities set forth in Article VI will survive, in full force, the expiration or termination of this Schedule.

H. No Waiver. No delay, waiver or omission by AMP or Municipality to exercise any right or power arising from any breach or default by AMP or Municipality with respect to any of the terms, provisions or covenants of this Agreement shall be construed to be a waiver by AMP or Municipality of any subsequent breach or default of the same or other terms, provisions or covenants on the part of AMP or Municipality.

I. Notices. Any written notice required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either delivered personally to the Party to whom notice is given, or mailed to the Party to whom notice is to be given, by email, or first class registered or certified mail.

J. Counterparts. The Parties may execute this Schedule in counterparts that, when signed by each of the Parties, constitute one and the same instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

K. Governing Law. This Agreement is governed by and shall be construed in accordance with Ohio law.

L. Severability. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, is held invalid by any court or other forum of competent jurisdiction, the remainder of this Agreement, or the application of such

provision to Persons or circumstances other than those as to which it is held invalid, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to a Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that this Agreement is consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the Effective Date.

CITY OF HILLSDALE, MICHIGAN

AMERICAN MUNICIPAL POWER, INC.

By: _____
Name: _____
Title: _____

By: _____

Approved as to Form:

Approved as to Form:

Municipal Legal Advisor

Rachel Gerrick
AMP Senior Vice President & General
Counsel for Corporate Affairs

APPENDIX A
Rate Schedule

From the Effective Date through the expiration of the Collective Bargaining Agreement, Municipality's rates shall be as follows:

- A. For all time spent providing Distribution Services , the rates shall be 200% of the rates set forth in the table below.

Electric

Classification	Start	6 Months	12 Months	18 Months	Max
Groundman	\$ 21.61	\$ 21.99	\$ 22.33	\$ 22.66	\$ 23.00
Class A Lineman	\$ 38.58		\$ 39.86		\$ 41.17
Line Leader			\$ 41.76		\$ 42.33
Line Foreman			\$ 42.90		\$ 44.06
Service Technician	\$ 24.85	\$ 24.99	\$ 25.34	\$ 25.68	\$ 26.00
Apprentice	0-1000 hours	1000-2000	2000-3000	3000-4000	4000-5000
	\$25.08	\$27.01	\$28.94	\$30.86	\$32.79
	5000-6000	6000-7000			
	\$34.72	\$36.65			

Fee and Escalation Methodology

The Fee shall be **Two Thousand Dollars per month (\$2,000.00)**.

Beginning January 1 , 2025, and on each succeeding January 1st throughout the Term of this Agreement, the Fee will be escalated by multiplying the relevant sum in effect during the immediately preceding calendar year by the Escalation Factor. The Escalation Factor is a factor representing the percentage change found in "Table 5" on employment cost trends published by the United States Bureau of Labor Statistics entitled "Compensation (Not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry" (the "ECI"). Municipality will determine the Escalation Factor for the following Year by reading the published percentage change for the 12 months ending in September of the Year for the "management, professional and related" line in the "service-providing industries" section found in the ECI. In the event that such calculation yields a number less than 1.0, the Escalation Factor will be fixed at 1.0 for such Year. ECI data is available at the U.S. Department of Labor, Bureau of Labor Statistics website: <http://www.bls.gov>. In the event the specific ECI datum is discontinued or superseded, a reasonable substitute or replacement datum will be identified by Municipality, or in the absence of such substitute or replacement datum, the Parties will agree in good faith on a reasonable method for calculation of the Escalation Factor.

APPENDIX B
Distribution Services provided by Hillsdale in Holiday City

- Normal Business Hour call response
 - Hillsdale will respond to calls from Holiday City during Normal Business hours by contacting AMP to provide Distribution Services. AMP representative's contact information is:
 - Primary:
 - Name: Chad Culbert
 - Email: cculbert@amppartners.org
 - Cell Phone: 220-212-7803
 - Secondary:
 - Name: Brandon Fields
 - Email: bfields@amppartners.org
 - Cell Phone: 614-203-2792

- After-hours Emergency outage response
 - Hillsdale will provide after-hours response services to the Village of Holiday City. AMP will serve as a back-up in the event Hillsdale is unable to provide services, for example due to restoration of its own system.
 - For safety reasons, outages will be restored by at least two individuals.
 - Call-outs will be billed at a four-hour minimum.
 - Hillsdale will provide an after-hours number for Holiday City customers to report outages.
 - Hillsdale will respond directly to after-hours outage calls.
 - Any outages occurring during normal business hours will be dispatched by Hillsdale to AMP as the primary respondent (through the Circuit Rider agreement) and Hillsdale as the secondary respondent. AMP will supply a list to Hillsdale for the call-outs.
 - If neither AMP nor Hillsdale can respond due to other commitments, AMP will seek assistance for outage restoration through the AMP Mutual Aid program.

- Map Build-out

To better aid those responding to after-hours emergency calls, Hillsdale will build-out the existing map to include house numbers and service locations.

APPENDIX C

SYSTEM ASSET STORAGE DESCRIPTION

AMP will purchase, on an as-needed basis, additional required materials, equipment and supplies to support the operation and maintenance of the Holiday City's distribution system.

The storage location of those materials will be the Holiday City substation located at [INSERT].

[NEED TO COMPLETE WITH DETAILS]

APPENDIX D

Schedule of Insurance

Article 1 General Insurance Requirements

- 1.1** Throughout the performance of the Distribution Services (“Services”) or longer as may be described below, Municipality must obtain, pay for, and keep in force, the minimum insurance coverage described in this Schedule of Insurance.
- 1.1.1** Each requirement of this Schedule of Insurance applies to subcontractors just as it applies to Municipality. On a case-by-case basis, AMP and Municipality may agree to adjust the below requirements for any particular subcontractor.
- 1.2** Before starting the performance of any Services, upon renewal of any policy, and upon a change of any insurance carrier, Municipality must deliver to AMP certificates evidencing that the required insurance is in force.
- 1.3** With the exception of Ohio workers compensation coverage:
- 1.3.1** Municipality must place the insurance with companies that **(1)** are satisfactory to AMP, **(2)** hold an A.M. Best Rating of A-, VII, or higher, and **(3)** are authorized to conduct business in the state where the Services will be performed;
- 1.3.2** the policies must be endorsed to require Municipality’s insurance carrier to **(1)** provide at least 30-days’ written notice to AMP (as certificate holder) of the cancellation or non-renewal of the insurance and **(2)** provide at least 10-days’ written notice to AMP (as certificate holder) of the cancellation of the insurance for non-payment of premium; and
- 1.3.3** within 30 days of AMP’s request, Municipality must submit insurance-company certified copies of the policies, the policy endorsements, or both.
- 1.4** Municipality must pay all deductibles, or self-insured retentions, or both contained in Municipality’s policies of insurance required or provided in connection with the Services. AMP reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing Municipality may use to comply with any insurance requirement.
- 1.5** AMP does not represent that required coverage or limits are adequate to protect Municipality.
- 1.6** Failure of AMP to demand a certificate or other evidence of full compliance with the insurance requirements or failure of AMP to identify a deficiency from evidence that is provided will not be construed as a waiver of Municipality’s obligation to maintain the required insurance.
- 1.7** To the fullest extent permitted by applicable law, Municipality waives all rights against AMP and its agents and employees for damages to the extent covered by insurance, except rights to the proceeds of the insurance. This waiver shall not apply to any pollution liability or professional liability policy maintained in connection with the Services.
- 1.8** AMP may terminate this Schedule for cause on account of Municipality’s failure to maintain the required insurance.

Article 2 Municipality’s Minimum Coverage Requirements

- 2.1** Workers Compensation. Municipality must maintain workers compensation coverage meeting the requirements of applicable law.
- 2.1.1** If any of the Services will be performed in, on, or along any navigable body of water the Contractor must maintain coverage meeting the requirements of the Jones Act and the U.S. Longshore and Harbor Workers’ Compensation Act.

- 2.2** Employers Liability Coverage / Stop Gap. Municipality must maintain employers liability / stop gap coverage with **(1)** an each-accident limit of not less than \$1,000,000, **(2)** a disease each-employee limit of not less than \$1,000,000, and **(3)** a disease policy limit of not less than \$1,000,000.
- 2.3** Commercial General Liability. Municipality must maintain commercial general liability (“CGL”) coverage which provides **(1)** an each-occurrence limit of not less than \$2,000,000, **(2)** a general-aggregate limit of not less than \$2,000,000, and **(3)** a products and completed-operations aggregate limit of not less than \$2,000,000.
- 2.3.1** The CGL insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.
- 2.3.2** Municipality must include American Municipal Power, Inc. as an additional insured under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.
- 2.3.3** The CGL policy must be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured’s projects.
- 2.3.4** The CGL insurance must apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs which cover the additional insured(s).
- 2.3.5** The CGL policy must not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.
- 2.3.6** The Contractor must maintain the CGL insurance in effect for no less than 5 years after the earlier of the termination the Schedule or completion of all Work.
- 2.4** Business Automobile Liability. Municipality must maintain business automobile (“BA”) coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.
- 2.4.1** The coverage must extend to any auto owned (if any), non-owned, leased, rented, hired, or borrowed.
- 2.4.2** Municipality must include American Municipal Power, Inc. as an additional insured under the BA policy.
- 2.5** Umbrella/Excess Liability. Municipality may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.
- 2.6** Municipality’s Pollution Liability. If the Services include environmentally sensitive, hazardous types of activities, or involves hazardous materials, Municipality must maintain a contractor’s pollution liability (“CPL”) policy with **(1)** a per-claim limit of not less than \$2,000,000 and **(2)** an annual-aggregate limit of not less than \$2,000,000, covering the acts, errors and/or omissions of Municipality for damages (including from mold) sustained by AMP by reason of the Contractor’s performance of the Work.
- 2.6.1** The CPL policy must have an effective date, which is on or before the date on which the Contractor first started to perform any Work.
- 2.6.2** Upon submission of the associated certificate of insurance and at each policy renewal, Municipality must advise AMP in writing of any actual or alleged claims which may erode the CPL policy’s limits.
- 2.6.3** Municipality must maintain the CPL insurance in effect for no less than 5 years after the earlier of the termination the Schedule or completion of all Services.

- 2.7** Professional Liability. If the Services to be performed includes any professional services, Municipality must maintain professional liability insurance which provides **(1)** an each-claim limit of not less than \$2,000,000, and **(2)** an annual-aggregate limit of not less than \$2,000,000.
- 2.7.1** The professional liability policy must have an effective date which is on or before the date on which Municipality first started to provide any services.
- 2.7.2** Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor Municipality must advise AMP in writing of any actual or alleged claims which may erode the professional liability policy's limits.
- 2.7.3** Municipality must maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination the Schedule or substantial completion of all services.
- 2.7.4** If the Services to be performed includes any professional design services and Municipality is not authorized under applicable law to directly provide professional design services, Municipality may satisfy the requirements of this **Section 2.7** by providing a contractor's professional liability insurance policy.
- 2.8** Additional Property Insurance. For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor must provide and maintain property damage liability insurance with a limit of liability equal to the limit as specified in the applicable sections of this Schedule of Insurance.

City of Hillsdale

Agenda Item Summary

Meeting Date: February 19, 2024

Agenda Item: New Business

SUBJECT: Residential and Municipal Trash Contract

BACKGROUND PROVIDED BY: DPS Director Jason Blake

The city received bids for solid waste and recycling services from Lakeshore Recycling Systems (LRS) and Granger Waste Management. Bids were presented to Council on January 16, 2024. City Council approved a five-year proposal from Lakeshore Recycling Services.

The included contracts were reviewed by Attorney Tom Thompson and have been agreed upon by LRS Systems. There are no changes in the price structure previously presented to council.

Residential trash service will be \$14.34/month, residents may also choose to have recycling service for an additional \$3.61/month. LRS will provide 96 gallon carts for both services with weekly and biweekly collection respectively.

RECOMMENDATION:

Staff recommends for Council to approve the included Residential and Municipal Trash Contract with LRS

RESIDENTIAL REFUSE COLLECTION AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into this _____ day of February, 2024, by and between the **The City of Hillsdale, Michigan**, a Michigan municipal corporation, with its offices located at 97 N. Broad Street, Hillsdale, Michigan, 49242, (“the City”), and **Lakeshore Recycling Systems, LLC**, a Delaware limited liability company, with its offices located at 7245 Brooklyn Road, Jackson, Michigan, 49261 (“Contractor”).

The City and Contractor agree as follows:

1. **TERM.** The term of this Agreement shall begin on February 1, 2024 (the “Effective Date”) and continue for a period of five (5) years, expiring on January 31, 2029 (the “Term”), The Term of this Agreement may be extended by mutual agreement of the parties for a period of 3 additional years (the “Extension Term” which will be deemed part of the Term). On an annual basis the Residential trash and recycling portion of the services will be increased by 4 percent, except for the first year of the Extension Term, The Municipal collection, City clean-up, Bulk rate, Community drop-off and additional Refuse cart rate increase will be agreed upon by Contractor and City appointed personnel during the negotiation. Which will be implemented at the beginning of the Extension Term and will remain fixed during the Extension Term. Additional Extension terms may be implemented by mutual agreement between the parties..

2. **SCOPE OF WORK.** During the Term, Contractor is granted the right and assumes the obligation, within the legal geographic limits of the City, to provide solid waste Refuse collection, removal, disposal, and recycling services to all Residential Units and Municipal Facilities located within the City as defined and specified in this Agreement, and to perform all of the work called for within this Agreement, and Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide such service.

3. **DEFINITIONS.**

a. Allowable Quantity. Contractor will collect and remove from all Residential Units in the City, all Refuse and Recyclable Materials properly placed for collection, provided such items meet the Allowable Quantity of one full Cart each.

b. Cart. A Cart consists of one (1) ninety-six (96) gallon wheeled container, provided by Contractor for use by City residents to contain their weekly residential Refuse and Recyclable Materials.

c. Collection Day. For collection of Refuse, the Collection Day shall be each Thursday between 7:00 a.m. and 7:00 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as the case may be, except in the case where a Holiday occurs on the Monday, Tuesday, Wednesday, or Thursday immediately preceding the regular Collection Day, in which case the Collection Day for Refuse will be on the Friday immediately following the regular Collection Day. In the event that the collection cannot be completed on the Friday immediately following the regular Collection Day for Refuse due to weather or other factors beyond the City’s or the Contractor’s control, Contractor shall coordinate an

alternative Collection Day for Refuse with the City that will occur at least one full day prior to the next regular Thursday Collection Day for the collection of Refuse.

For collection of Recyclable Materials, the Collection Day shall be bi-weekly, every other Friday, between 7:00 a.m. and 7:00 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as the case may be, except in a case where a Holiday occurs on the Monday, Tuesday, Wednesday, Thursday or Friday immediately preceding the regular Collection Day for Recyclable Materials, in which case the Collection Day will be on the Saturday immediately following the regular Collection Day for Recyclable Materials. In the event that the collection cannot be completed on the Saturday immediately following the regular Collection Day due to weather or other factors beyond the City's or the Contractor's control, Contractor shall coordinate an alternative Collection Day for Recyclable Materials with the City that will occur at least one full week prior to the next regular Friday Collection Day for the collection of Recyclable Materials.

Except as otherwise expressly provided above, no collection of Refuse or Recyclable Materials shall occur on a Saturday or Sunday unless expressly authorized in advance, in writing, by the City's Director of Public Services.

d. Holiday. A Holiday for purposes of determining the Collection Day shall consist of the recognized dates for the celebration of the following legal holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

e. Municipal Facilities. Contractor agrees to provide to the City without additional charge Refuse collection services for: four year-round 4-yard dumpsters to be supplied by Contractor; two seasonal (April-November) 4-yard dumpsters to be supplied by Contractor; five refuse Carts in addition to five recyclable Carts to be supplied by Contractor and to be placed at locations to be identified by the City, and collection for sixteen City-owned street-side cans in the downtown area. Contractor shall also provide one 10-yard special waste dumpster for street sweepings for which the City will be charged as provided in Exhibit A to this Agreement.

f. Recyclable Materials. For purposes of this Agreement, Recyclable Materials shall consist of the following items: cardboard; boxboard; mixed paper (i.e., newspaper, mail, and office paper); tin and aluminum cans; and plastic bottles and jugs (#1 and #2 only). All non-fiber items must be emptied and rinsed, and all boxes should be broken down and flattened. Recyclable Materials does not include the following unacceptable materials: aerosol cans; appliances; disposable coffee cups; hangers; household scrap metal; paint cans; plastic retail or grocery bags; refrigerator or freezer boxes, including beverage cases; rubber; string and/or twine; stickers and/or sticky notes; styrofoam; toys; wax or foil coated boxes and cartons; #3 through #7 plastics; glass; and gift wrapping paper.

g. Refuse. Refuse means discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish, or a combination thereof.

h. Residential Unit. A Residential Unit is a group of rooms located within a building and forming a single inhabitable unit with facilities which are used (or are intended to be used) for living, sleeping, cooking, and eating and which are occupied or otherwise habitable. For example, with respect to a building that has been divided into separate apartments, each separate apartment would constitute a separate Residential Unit, and any residential duplex would be considered to consist of two (2) separate Residential Units. A building or any portions thereof shall not be considered as a Residential Unit for purposes of the receipt of services under this Agreement to the extent that it is unoccupied and does not have active water and/or other utility services being supplied to it that would ordinarily be required to render such building or portion thereof habitable.

4. SERVICE, OPERATIONS AND PERFORMANCE. Contractor shall provide one (1) Cart to each Residential Unit for the containment of all Refuse generated by the Residential Unit and shall provide one (1) Cart for each Residential Unit for Recyclable Materials where the Residential Unit customer has opted to receive collection services for Recyclable Materials. The Cart(s) shall be placed curbside by the owner or occupant of the Residential Unit for collection no later than 7:00 a.m. on the Collection Day, and Contractor shall collect the contents of all Carts and from all Municipal Facilities on that date and dispose of the contents consistent with the terms of this Agreement and applicable law. Carts shall be placed alongside the street or right-of-way immediately in front of the Residential Unit. Carts will be maintained by Contractor and replaced for normal wear and tear at no cost or expense to the City or the customer. Normal wear and tear does not include the cleaning of Carts. Cleaning of the Cart is the responsibility of the owner or occupant of the Residential Unit. All Carts will remain the property of Contractor.

5. ROUTES AND SCHEDULE OF COLLECTIONS. All routing and scheduling of trucks used by the Contractor for the collection of Refuse and Recyclable Materials shall be left to the discretion of the Contractor.

6. MISSED COLLECTIONS AND OTHER COMPLAINTS. In the event that a regularly scheduled collection is missed and a complaint is received by either the City or Contractor, and where no fault can be found on the resident's part, a special collection of the refuse will be required of the Contractor within forty-eight (48) hours. The City shall notify Contractor of any complaints it receives within twenty-four (24) hours of receiving the complaint. Contractor shall respond to and diligently attempt to resolve all other complaints regarding services provided under this Agreement. Should a complaint go unresolved by Contractor for longer than seven (7) days, the City will have the right to demand an explanation or the immediate resolution of the complaint to its satisfaction. Contractor will have regular business hours of at least 9:00 a.m. through 5:00 p.m. each weekday (except for holidays or other special dates reasonably determined by Contractor in its discretion) to answer all questions and complaints, if any, that residents of the City may have with regard to the services provided by Contractor under this Agreement. Residents may contact the Contractor's office at (517) 536-4900.

7. ADDITIONAL SERVICES. In addition to the other services to be provided by Contractor pursuant to the terms of this Agreement, Contractor shall also make available to the City the following services:

a. City-Wide Cleanup. City-Wide Cleanup services will be provided only to the extent they may be requested by the City from time-to-time in writing, in which event such services will be provided on such dates as are mutually agreed upon by the parties in advance. Any City-Wide Cleanup services requested by the City and performed by Contractor shall be billed by the Contractor directly to the City at the rate of \$200.00 per hour, per truck, plus a disposal fee of \$65.00 per ton. Items excluded from eligibility for the City-Wide Cleanup include: loose materials; construction materials; hazardous materials; tires; compressed gas cylinders; or items containing freon. All bags, containers, and bulk items must be able to be safely moved by two adults.

b. City-Wide Compost Pickup. Currently, the City provides its own leaf/compost pickup services to its residents. However, in the event that the City may decide to request that Contractor provide such services at some future time during the Term of this Agreement, Contractor agrees to provide such services, upon receiving a written request to provide such services from the City. Contractor will provide the City-Wide Compost Pickup services by way of three City-Wide fall pickups on three separate Saturdays to be agreed upon between the parties. Such Compost Pickup services shall be for leaves and grass only, to be collected at the curb in brown paper compost bags only, cost will be agreed upon by City and Contractor if leaf/compost service is requested.

c. Bulk Item Pickup. Bulk item pickup will be available to all residential customers within the City at the following rates: \$25 flat rate each for bulk items, such as couches, washers, dryer, small appliances, chairs, and mattresses. Bulk items will be collected at the curb after advance scheduling with Contractor and payment from the customer.

d. Tire Drop Off. Contractor will provide tire drop off services at the Transfer Station with the cost of said services to be charged to and paid directly by the customers utilizing such services at such rates as may be established by Contractor in the exercise of its reasonable discretion.

8. **COLLECTION EQUIPMENT.** An adequate number of vehicles shall be provided by Contractor to collect Refuse and Recyclable Materials in accordance with the terms of this Agreement. The vehicles shall be properly licensed, insured, and operated consistent with the requirements of Act 87 of the Public Acts of 1965, as amended, and all other applicable local, state, and federal ordinances, laws, and regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of Contractor plainly visible on both cab doors. The Contractor affirmatively represents that, in the case of breakdown of any vehicles and equipment, Contractor has sufficient means and resources to continue providing the services required by this Agreement without delay.

9. **DISPOSAL.** All Refuse collected for disposal by Contractor shall be hauled to an appropriate state-licensed landfill as determined by the Contractor (the "Disposal Site"). The Contractor shall assume payment of all tipping fees and all other costs and fees associated with the disposal. Contractor further agrees that, in the use and/or selection of a landfill, Contractor has no authority to bind the City in any manner whatsoever, or to create any liability on the part of the City.

10. **COMPLIANCE WITH LAW.** Contractor shall conduct operations under this Agreement in compliance with all applicable ordinances, laws, and regulations. In the event that any collection service provided hereunder, or any portions thereof, are rendered unlawful or impracticable pursuant to any ordinance, law, or regulation that becomes effective after the date of this Agreement, Contractor shall, upon notice to the City, cease providing that service or portion thereof, in which event Contractor shall make an appropriate adjustment to the rates set forth in Paragraph 11, to account for the cessation of such service.

11. **BASIS AND METHOD OF PAYMENT.**

- a. Rates.** For all residential collection and disposal services required during the first five (5) years of the Term of this Agreement, Contractor shall bill for its services no more than the rates set forth on the schedule attached as Exhibit A to this Agreement (“the Rates”). During the second (2nd) year of the Term, the Rates shall increase by four and one half percent (4.5%). During years three (3rd) through year five (5th) rates shall increase an additional four and 1 half (4.5%) each additional year of contract. A Fuel Surcharge shall be assessed and applied on a per residence per month basis, in addition to the monthly charge set forth in the Rates. Should the cost of diesel fuel exceed \$6.50 per gallon (“Base Price”), as reported by the American Automobile Association (AAA) on its “Daily Fuel Gauge Report” for Jackson County, MI during any quarter during the term of this Agreement, the contractor may adjust the monthly service charge by \$0.02 per residence per month for each \$0.10 per gallon increment in the cost of fuel above the Base Price. A reduction shall apply for each \$0.10 per gallon reduction; however, at no time shall there be a reduction for fuel costs below the Base Price. It shall be the responsibility of the Contractor to demonstrate the fuel price to the City at the beginning and end of each quarter.
- b. Billing and Collection.** Contractor shall be solely responsible for all aspects of billing and collection for the services provided by Contractor pursuant to the terms of this Agreement, which billing and collection activities shall be conducted in a commercially reasonable manner and in compliance with all applicable laws, ordinances, and regulations.
- c. Records and Reporting.** Before commencement of work under this Agreement, the City shall provide Contractor with an accurate list showing the address of each of the Residential Units to receive collection service under this Agreement. Beginning in February 2024, and continuing each month thereafter, Contractor shall provide a monthly report to the City on or before the tenth (10th) day of each month, containing the following information:

 - 1) a list of the customers to whom service was provided in the preceding month;
 - 2) a log describing all customer complaints received during the preceding month and describing how the complaint was resolved;
 - 3) a log of all missed collections during the preceding month and Contractor’s

responses thereto;

- 4) a description of all vehicle accidents or infractions during the preceding month;
- 5) a list of all accounts having a change of service during the preceding month; and
- 6) weights in tons of Refuse and Recyclable Materials collected by Contractor during the preceding month, designated by commodity and indicating the final destination where the items were transported to and disposed of.

In addition, during the Term of this Agreement, Contractor shall maintain full and complete operation and customer service records that shall be open for inspection and copying by the City at all reasonable times and for all reasonable purposes.

d. Chargebacks. If, in the reasonable opinion of the City, Contractor unreasonably fails or refuses to pay any claim or claims arising out of damages in handling any receptacle or property of any owner or occupant of a Residential Unit, the City may, upon being satisfied with regard to the correctness of the amount of such claim, pay the same to the aggrieved owner or occupant and charge the amount to the Contractor, which amount the Contractor agrees to pay to the City within thirty (30) days of receiving written notice of the charge from the City. In the event Contractor shall wholly fail to collect and dispose of Refuse within one week in conformity with the requirements of this Agreement, notwithstanding and without waiving any other rights the City may have under the terms of this Agreement, the City may proceed with making alternative arrangements to dispose of such Refuse and may charge to Contractor the amount incurred by the City for such alternative disposal services, which amount the Contractor agrees to pay to the City within thirty (30) days of receiving written notice of the charge from the City.

12. NOTICE. All notices or other communications to be given hereunder shall be in writing and shall be sent by overnight delivery or certified United States mail, return receipt requested, properly addressed to each of the respective parties as their address appears in the introductory paragraph of this Agreement, or to such other address as they may from time-to-time designate in writing.

13. NONDISCRIMINATION. Contractor represents and covenants that Contractor shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement, as provided in Section 37.2209 of the Michigan Compiled Laws. Contractor will include, or incorporate by reference, the provisions of this Paragraph 13 in every subcontract it enters into with regard to the performance of the services to be provided under this Agreement, unless exempted by the rules, regulations, or orders of the Michigan Department of Civil Rights, and Contractor will provide in every subcontract that the provisions of this Paragraph 13 will be binding upon each subcontractor.

14. FOIA. Contractor understands and agrees that any and all documents provided to the City pursuant to or in conjunction with this Agreement and Contractor's performance of the collection services hereunder are subject to public disclosure, and Contractor hereby expressly consents to the City's reproduction and release of such documents in response to a request under the Michigan Freedom of Information Act.

15. INDEPENDENT CONTRACTOR. The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the parties will be considered to form a partnership, joint venture, employment relationship, or any other relationship except that of independent contractor. In the performance of the collection services under this Agreement, Contractor is an independent contractor with the authority to control and direct the performance of the collection services.

16. TAXES, BENEFITS, AND EXPENSES. Except as may be otherwise expressly provided in this Agreement, Contractor is responsible for all expenses connected with the performance of the collection services to be provided under this Agreement, including, but not limited to, all expenses associated with obtaining and maintaining any required or otherwise necessary licenses and/or permits. Contractor shall be solely responsible to pay all applicable federal, state, and local taxes and to file all related returns and reports in connection with the performance of collection services for the City under this Agreement. Contractor acknowledges that the City has no obligation to and will not withhold taxes of any kind or nature with respect to the Services performed by Contractor. Contractor shall indemnify and hold the City harmless to the extent of any obligation of the City to pay any taxes, whether income or otherwise, including any withholding taxes, social security taxes, unemployment taxes, or disability insurance or similar items in connection with any payments made to Contractor by the City.

17. INSURANCE. Contractor shall purchase and maintain throughout the Term of this Agreement statutory worker's compensation and commercial general liability insurance covering bodily injury, property damage, premises operations, completed operations, contractual liability, and other perils, and Contractor shall also maintain motor vehicle insurance coverage on the vehicle(s) its employees use in the course of the performance of the collection services for the City under this Agreement. The insurances referenced above shall be in the amount, with coverage, and from an insurance company as stated on the certificate of insurance attached hereto as Exhibit B, plus an umbrella policy with limits of at least one million dollars and an owner/contractor general liability policy with limits of at least one million dollars. Contractor shall maintain coverage without interruption from the Effective Date of this Agreement until the date of termination of this Agreement; *provided, however*, the coverage provided under all policies must be issued on an occurrence basis. At the request of the City, the City shall be added as an additional named insured on any insurance policy. Additionally, Contractor shall furnish the City with a copy of certificates of insurance, which shall contain an obligation of the carrier to notify the City at least thirty (30) days in advance of any cancellation, expiration, or nonrenewal of the policy.

18. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the City and its officers, residents, employees, agents, and other representatives from and against any and all claims, suits, losses, expenses, liabilities, demands, obligations, or damages of every kind and nature (including, without limitation, reasonable attorney fees and expenses) (collectively "Losses"), arising out of or related to: (i) any act or omission of Contractor or its officers,

employees, agents, contractors, or other representatives; or (ii) any breach of this Agreement by Contractor or its officers, employees, agents, contractors, or other representatives. Additionally, Contractor shall indemnify, defend, and hold harmless the City and its officers, residents, employees, agents, and other representatives from and against any and all claims or liability asserted by or on behalf of any party who may supply or furnish labor, equipment, or materials in conjunction with the provision of Contractor's services under this Agreement.

19. **BREACH BY CONTRACTOR.** If Contractor, in whole or in part, fails to perform any of its obligations under this Agreement between the parties of even date herewith, or fails to perform such obligations in a reasonably satisfactory manner, or otherwise fails to perform such obligations in accordance with applicable ordinances, laws, regulations, or the requirements of any required or otherwise necessary licenses or permits, the City shall have the right to demand in writing adequate assurance from Contractor that steps have been or are being taken to rectify the failure. Contractor must within fourteen (14) days after receipt of such demand return to the City Clerk a written statement (the "Statement") that explains the reasons for the stated non-performance or delayed partial or substandard performance during the identified period and any continuation thereof. Contractor may also elect to appear before the City Council and provide an explanation. Upon the failure of Contractor to submit a Statement or the failure of the Contractor to take steps to rectify the situation within fourteen (14) days of receipt of written notice, and if such situation constitutes a material breach of this Agreement and/or otherwise causes a material adverse effect on Contractor's ability to perform its obligations under this Agreement, the City may terminate this Agreement by a majority vote of the City Council. Furthermore, in the event Contractor fails, refuses, or neglects to perform any or all of Contractor's duties, obligations, or agreements to be performed by Contractor pursuant to the terms of this Agreement between the parties of even date herewith and Contractor fails to cure such failure, refusal or neglect within fourteen (14) days of receipt of written notice, the City may perform or may cause to be performed such duties, obligations, or agreements, and charge all of the costs thereof, or incurred in connection therewith, to the Contractor, and the Contractor shall promptly pay all said costs to the City and, without limiting the generality of the foregoing, the City may collect the same in any manner authorized by law, or the City may deduct such costs from any monies due or to become due to the Contractor from the City, whether pursuant to the terms of this Agreement or otherwise. In addition to the foregoing, Contractor shall be deemed to be in breach of this Agreement and the Agreement shall automatically terminate if Contractor shall make a general assignment for the benefit of creditors or become bankrupt or insolvent, or if Contractor file or have filed against it in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee.

20. **ASSIGNMENT.** The rights and obligations conferred under this Agreement may not be assigned or delegated by Contractor without the prior written consent of the City, which consent will not be unreasonably withheld. Any attempted assignment of rights or delegation of duties in violation of this Paragraph 20 is null and void.

21. **BINDING AGREEMENT AND SUCCESSORS.** This Agreement is binding on, will inure to the benefit of, and will be enforceable by the successors and permitted assigns of the parties; provided, however, that no assignment of this Agreement by Contractor will be effective without the express written consent of the City as provided in Paragraph 20, above.

22. **GOVERNING LAW.** This Agreement is a contract made under, and shall be governed by

By: _____
Adam Stockford, Its Mayor

By: _____
Katy Price, Its City Clerk
4866-2504-6435.6

Exhibit A - Unit Pricing
Option 1 - Residential Trash and/or Recycling

Collection	Frequency	Price/Unit	Cart/Bin Size provided
Residential - Trash	Weekly	\$14.34 with a 4.5% increase each year starting year 2	96-gallon cart
Residential - Recyclables	Bi-Weekly	\$3.61 with a 4.5% increase each year starting year 2	96-gallon cart
Special - Municipal Facility	Weekly	\$350.00 (haul rate) and \$65.00 (per ton disposed)	10 yard dumpster
Trash - Municipal Facility	Weekly	Included in Residential pricing	6-4 yard dumpster (2seasonal) trash and recycling
Trash - Municipal Facility	Weekly	Included in Residential pricing	Included in the recyclable container size/count above
Recyclables - Municipal Facility	Weekly	Included in Residential pricing	Included in the Trash container size/count above
Trash - Downtown and Park Cans	Weekly	Included in Residential pricing	Can's owned by City

Contract Term: 3 Years _____ 5 Years X Other _____ (please specify)

Notes: _____

Exhibit A - Additional Services

A. Unit pricing for additional services offered (i.e. annual city-wide spring clean up, curbside bulk items not in cart/bin, large item pick up, etc.)

Service	Unit Pricing
1. <u>Bulk item curbside collection</u>	<u>\$25.00 per bulk item, billed directly to resident</u>
2. <u>Community-wide drop off</u>	<u>30yd dumpster - \$300 per container and \$65 per ton disposed billed directly to the city</u>
3. <u>City-wide spring curbside clean up</u>	<u>\$200 per truck, per hour, plus a disposal fee of \$65 per ton, billed directly to the city</u>
4. <u>Additional trash cart</u>	<u>\$10.00 per month, per cart for additional trash or recycling cart requested by the Resident, billed directly to the resident</u>

No-cost disposal for 25-tons of waste at Hillsdale transfer for Cemetery's and Parks waste overflow. If the city exceeds 25 tons during the calendar year, \$65 per ton will be invoiced directly to the city.

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned authorized representative of the below-named company (the “Company”), hereby certifies, represents, and warrants to the City of Hillsdale, Michigan, that the Company (which includes its officers, directors, and employees) is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that during the term of any contractual agreement between the City of Hillsdale and the Company, the Company will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the City of Hillsdale’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that the City of Hillsdale determines that the person has submitted the false certification.

LRS

Name of Company

James Glover GM

Name and Title of Authorized Representative

James m Glover

Signature

2-2-2024

Date