

City Council Agenda

October 7, 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 September 12, 2024: \$1,063,781.93
 - 2. Payroll of September 6, 2024: \$200,256.25 September 12, 2024: \$205,357.03
 - B. City Council Minutes of September 16, 2024
 - C. Finance Minutes of September 16, 2024
 - D. 2024 Winter Tax Special Assessment Roll
 - E. TCO 2024-56 Street Closure- Hillsdale College Homecoming
 - F. Best Source Justification- Game Time Equipment Purchase

VI. Communications/Petitions

- A. 17th Annual Walk of Remembrance Event
- B. BPU Hydrant Flushing
- C. Appliance Recycling Rewards Event
- D. Hillsdale County Materials Management Plan Intent Notice
- E. Hillsdale County Commissioner Update Doug Ingles

VII. Introduction and Adoption of Ordinances/Public Hearing

VIII. Old Business

- A. IBEW Union Contract
- B. 2025 Special Assessment Districts for Street Projects

IX. New Business

- A. Airport Sale of Corporate Hangar #1
- B. Michigan Employee's Retirement System (MERS) Changes
- C. Bid Award- City Hall Carpet Replacement

X. Miscellaneous Reports

- A. Proclamation Pregnancy & Infant Loss Awareness Day October 15, 2024
- B. Appointments None
- C. Other- None

XI. General Public Comment

- XII. City Manager's Report
- XIII. Council Comment
- XIV. Adjournment

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE EXP CHECK RUN DATES 09/12/2024 - 09/12/2024

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BOTH JOURNALIZED AND UNJOURNALIZED

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND Dept 000.000					
101-000.000-231.105 101-000.000-263.000 101-000.000-692.000	DUE TO MMERS-RETIREMENT CONT. SALES TAX - AUGUST 2024 SALES TAX - AUGUST 2024	MERS STATE OF MICHIGAN STATE OF MICHIGAN	RETIREMENT CONTRIBUTIONS - 300101 SALES TAX - AUGUST 2024 SALES TAX - AUGUST 2024	22,661.03 1.13 (0.01)	959 654 654
		Total For Dept 000.000		22,662.15	
Dept 101.000 CITY COUNCIL 101-101.000-726.000	TIMER FOR CITY HALL	AMAZON CAPITAL SERVICES,	1RAIN JACKETS, BIBS AND GLOVES FOR DPS F	14.99	109273
		Total For Dept 101.000 C	ITY COUNCIL	14.99	
Dept 172.000 CITY MANAGER 101-172.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,986.46	959
101 172.000 710.000	INDITION I	Total For Dept 172.000 C		1,986.46	333
Dept 175.000 ADMINISTRATI	VE SERVICES	10tai 101 bept 172.000 C.	III MMOIN	1,500.40	
101-175.000-802.000 101-175.000-802.000 101-175.000-802.000 101-175.000-806.000	APC UPS BATTERY BACKUP (CH BASE		1APC UPS BATTERY BACKUP (CH BASEMENT) 1SMA MALE CRIMP CONNECTOR 10PC (CAD) SONIT NET ADMIN AUGUST 2024 LEGAL FEES	184.00 8.89 517.50 2,317.50	109273 109273 109330 109308
		Total For Dept 175.000 AI		3,027.89	
Dept 191.000 FINANCE DEPA	RTMENT	Total for Bope 170.000 III	SHINIOHAHIYE OEKVIOEO	3,027.03	
101-191.000-801.000	AUDIT SERVICES FOR FYE 2024	YEO & YEO PC	AUDIT SERVICES FOR FYE 2024	16,500.00	109349
		Total For Dept 191.000 F	INANCE DEPARTMENT	16,500.00	
Dept 215.000 CITY CLERK D: 101-215.000-716.000	EPARTMENT RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,309.33	959
101-215.000-726.000	PENS, INK, BINDERS		TRASH BAGS, BATHROOM SUPPLIES, PENS, BI	39.06	109289
101-215.000-801.000	PAPER SHREDDING SERVICE	ACCUSHRED, LLC	PAPER SHREDDING SERVICE	70.95	109271
101-215.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS		343.48	109289
101-215.000-801.000	ADDING MACHINE TAPE	CURRENT OFFICE SOLUTIONS	COPY PAPER, DELIVERY SURCHARGE - CITY F	13.70	109289
		Total For Dept 215.000 C	ITY CLERK DEPARTMENT	1,776.52	
Dept 253.000 CITY TREASUR 101-253.000-716.000	ER RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	171.00	959
		Total For Dept 253.000 C	ITY TREASURER	171.00	
Dept 257.000 ASSESSING DE		VID 0	200101	0 011 14	0.5.0
101-257.000-716.000 101-257.000-726.000	RETIREMENT SUPPLIES	MERS	RETIREMENT CONTRIBUTIONS - 300101 OFFICE SUPPLIES - CITY HALL 2ND FLOOR	2,011.14 171.23	959 109289
101-257.000-726.000	CONTRACTUAL SERVICES	APEX SOFTWARE	ASSESSING SKETCH PORTAL SITE FEE	1,260.00	109274
101-257.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS		70.37	109289
101-257.000-850.000	MONTHLY VERIZON BILL - SEP 24	VERIZON WIRELESS	MONTHLY VERIZON BILL - SEP 24	40.00	109342
		Total For Dept 257.000 AS	SSESSING DEPARTMENT	3,552.74	
Dept 262.000 ELECTIONS 101-262.000-801.000	REIMBURSEMENT FOR AUG 6, 2024 E	T HITTODATE CO CLEDY	REIMBURSEMENT FOR AUG 6, 2024 PRIMARY F	1 012 00	109298
101-202.000-801.000	REIMBURSEMENT FOR AUG 0, 2024 E			1,813.99	109298
Dont 265 000 BILLIDING AND	CDOLINIDS	Total For Dept 262.000 E	LEC I IONS	1,013.99	
Dept 265.000 BUILDING AND 101-265.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	TRASH BAGS, BATHROOM SUPPLIES, PENS, BI	262.59	109289
101-265.000-726.000	COPY PAPER, DELIVERY SURCHARGE	CURRENT OFFICE SOLUTIONS		242.00	109289
101-265.000-726.000	GRAY CONCRETE SEALANT FOR MRC	GELZER HJ & SON INC	GRAY CONCRETE SEALANT FOR MRC	15.87	109294
101-265.000-726.000	GRAY CONCRETE SEALANT RETURN AN	D GELZER HJ & SON INC	GRAY CONCRETE SEALANT RETURN AND CONCRE	24.12	109294
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV	VIWATER DELIVERY SERVICE	11.20	109297

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BOTH JOURNALIZED AND UNJOURNALIZED

		PAID			
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 265.000 BUILDING A				15.00	40000
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SER		15.00	109297
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SER		15.00	109297
101-265.000-801.000	BUILDINGS AND GROUNDS	BILL'S LAWN CARE, LLC	CITY WIDE MOWING CONTRACT 2024-2025	488.00	109279
101-265.000-801.000	MATS FOR CITY HALL	CINTAS CORPORATION	MATS FOR CITY HALL	15.74	109283
101-265.000-801.000		•	ICITY HALL CLEANING - AUGUST 2024	675.00	109291
101-265.000-850.000	TELEPHONE - CITY HALL	ACD.NET	TELEPHONE - CITY HALL	193.88	109272
		Total For Dept 265.000 B	UILDING AND GROUNDS	1,958.40	
Dept 301.000 POLICE DEP					
101-301.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	27,516.26	959
101-301.000-726.000	TAPE ROLLS	CURRENT OFFICE SOLUTIONS		20.09	109289
101-301.000-726.000	DUSTER	WALMART COMMUNITY	VACUUM, DUSTER	20.80	109343
101-301.000-742.000	REIMBURSEMENT FOR EQUIPMENT AL		REIMBURSEMENT FOR EQUIPMENT ALLOWANCE F	137.80	109310
101-301.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS		25.30	109289
101-301.000-801.000	TOKEN FEE 07/01/24-09/30/24	MICH STATE POLICE	TOKEN FEE 07/01/24-09/30/24	99.00	109313
101-301.000-801.000			RN TRU LOOKUP PERSON SEARCH FOR 08/01/24-0	75.00	109335
101-301.000-930.000	OIL CHANGE AND TIRE ROTATION F	OR PARNEY'S CAR CARE, LLC	OIL CHANGE AND TIRE ROTATION FOR UNIT 2	61.00	109318
		Total For Dept 301.000 P	OLICE DEPARTMENT	27,955.25	
Dept 336.000 FIRE DEPAR					
101-336.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	7,694.27	959
101-336.000-726.000	VACUUM	WALMART COMMUNITY	VACUUM, DUSTER	179.00	109343
101-336.000-801.000	CAD IMPORT, DATA REPORTING, UP		CAD IMPORT, DATA REPORTING, UPDATES, AN	1,467.24	109292
101-336.000-930.000	ENGINE 332 CHECK ENGINE LIGHT	RE WATSON DIESEL SERVICE CO.	MIENGINE 332 CHECK ENGINE LIGHT REPAIR -	212.00	109346
		Total For Dept 336.000 F	IRE DEPARTMENT	9,552.51	
Dept 441.000 PUBLIC SER	VICES DEPARTMENT				
101-441.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,936.58	959
101-441.000-726.000	RAIN BIBS, JACKETS AND GLOVES	FO AMAZON CAPITAL SERVICES,	IRAIN JACKETS, BIBS AND GLOVES FOR DPS F	133.09	109273
101-441.000-726.000	PUSH ADAPTER FOR SHOP	GELZER HJ & SON INC	PUSH ADAPTER FOR SHOP	17.58	109294
101-441.000-726.000	SUPPLIES	GELZER HJ & SON INC	STRETCH FILM FOR BOAT RACE	29.99	109294
101-441.000-726.000	HT 135 TELESCOP STIHL POLESAW	FO GREENMARK EQUIPMENT	HT 135 TELESCOP STIHL POLESAW FOR DPS	713.33	109296
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SER	VIWATER DELIVERY SERVICE	20.00	109297
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SER	VIWATER DELIVERY SERVICE	15.00	109297
101-441.000-742.000	UNIFORMS FOR DPS	CINTAS CORPORATION	MATS, UNIFORMS AND SHOP RAGS FOR DPS	1.03	109283
101-441.000-801.000	PUBLIC SERVICES	BILL'S LAWN CARE, LLC	CITY WIDE MOWING CONTRACT 2024-2025	140.00	109279
101-441.000-801.000	MATS FOR DPS	CINTAS CORPORATION	MATS, UNIFORMS AND SHOP RAGS FOR DPS	37.26	109283
101-441.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	148.13	109289
101-441.000-810.000	MEMBERSHIP RENEWAL FOR FORESTE	R URBAN & COMMUNITY FOREST	RIMEMBERSHIP RENEWAL FOR FORESTER	95.00	109338
101-441.000-850.000	MONTHLY VERIZON BILL - SEP 24	VERIZON WIRELESS	MONTHLY VERIZON BILL - SEP 24	45.88	109342
101-441.000-955.441	ARIAT BOOTS FROM UNION ALLOWAN	CE BROCK LADD	ARIAT BOOTS FROM UNION ALLOWANCE	150.00	109281
101-441.000-956.200	HOTEL FOR LEWIS - MPSI FALL 20	24 COMFORT INN & CONFERENCE	(HOTEL FOR LEWIS - MPSI FALL 2024	504.00	109285
101-441.000-956.200	HOTEL FOR FRANK - CPSI TRAININ		HOTEL FOR FRANK - CPSI TRAINING	488.22	109288
		Total For Dept 441.000 P	UBLIC SERVICES DEPARTMENT	4,475.09	
Dept 447.000 ENGINEERIN	G SERVICES	-			
101-447.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	70.35	109289
101-447.000-801.000	INFRARED THERM FOR ENG	PERFORMANCE AUTOMOTIVE	INFRARED THERM FOR ENG	25.09	109320
		Total For Dept 447.000 E	NGINEERING SERVICES	95.44	
Dept 567.000 CEMETERIES		<u> </u>			
101-567.000-726.000	CEMETARY BASE FOR OAKGROVE	BECKER & SCRIVENS CONCRE	TFCEMETARY BASE FOR OAKGROVE	96.74	109278

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 567.000 CEMETERIES		Total For Dept 567.000 C	EMETERIES	96.74	
Dept 571.000 PARKING LOT					
101-571.000-801.000	PARKING LOTS	BILL'S LAWN CARE, LLC	CITY WIDE MOWING CONTRACT 2024-2025	1,092.00	109279
		Total For Dept 571.000 P	ARKING LOTS	1,092.00	
Dept 595.000 AIRPORT 101-595.000-726.000	AIR CONDITIONER HOSE	AMAZON CAPITAL SERVICES,	lair conditioner hose	17.99	109273
101-595.000-726.000	CAUTION TAPE - FLY-IN	GELZER HJ & SON INC	CAUTION TAPE - FLY-IN	11.29	109294
101-595.000-726.000	TIE-DOWN STRAP	GREENMARK EQUIPMENT	TIE-DOWN STRAP	17.56	109296
101-595.000-726.000	WATER - AIRPORT	HEFFERNAN SOFT WATER SER		5.00	109297
101-595.000-726.000 101-595.000-726.000	WATER - AIRPORT CUPS, SODA, ICE	HEFFERNAN SOFT WATER SER HILLSDALE MARKET HOUSE,		5.00 79.66	109297 109299
101-595.000-850.000	TELEPHONE - AIRPORT	ACD.NET	TELEPHONE - AIRPORT	(5.12)	109272
101-595.000-930.000	PARTS FOR JOHN DEERE MAINTENANC		PARTS FOR JOHN DEERE MAINTENANCE	286.74	109296
101-595.000-930.000	REPAIRS - CUB CADET MOWER	SPRATT'S TRADING POST IN	C REPAIRS - CUB CADET MOWER	384.00	109331
		Total For Dept 595.000 A	IRPORT	802.12	
Dept 701.000 PLANNING DE					
101-701.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,398.59	959
101-701.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS		70.35	109289
		Total For Dept 701.000 P	LANNING DEPARTMENT	1,468.94	
Dept 756.000 PARKS 101-756.000-801.000	PARKS	BILL'S LAWN CARE, LLC	CITY WIDE MOWING CONTRACT 2024-2025	8,775.00	109279
101-756.000-801.000	COLD SPRINGS ASPHALT TOP COAT	RANDY RUBIN	COLD SPRINGS ASPHALT TOP COAT	1,100.00	109326
		Total For Dept 756.000 P	ARKS	9,875.00	
		Total For Fund 101 GENER	AL FUND	108,877.23	
Fund 202 MAJOR ST./TRUNK					
Dept 460.000 R.O.W. MAIN 202-460.000-801.000	TENANCE MAJOR STREETS	BILL'S LAWN CARE, LLC	CITY WIDE MOWING CONTRACT 2024-2025	824.00	109279
		Total For Dept 460.000 R	.O.W. MAINTENANCE	824.00	
Dept 460.500 TRUNKLINE R 202-460.500-801.000	.O.W. MAINTENANCE HIGHWAY	BILL'S LAWN CARE, LLC	CITY WIDE MOWING CONTRACT 2024-2025	348.00	109279
		·	RUNKLINE R.O.W. MAINTENANCE	348.00	
		-			
1 000 toolt ompone ou	arn.	Total For Fund 202 MAJOR	ST./TRUNKLINE FUND	1,172.00	
Fund 203 LOCAL STREET FU Dept 460.000 R.O.W. MAIN					
203-460.000-801.000	LOCAL STREETS	BILL'S LAWN CARE, LLC	CITY WIDE MOWING CONTRACT 2024-2025	712.00	109279
		Total For Dept 460.000 R	.O.W. MAINTENANCE	712.00	
Dept 900.000 CAPITAL OUT 203-900.000-970.000-2150	LAY 05 WESTWOOD PROJECT - ROAD/STORM	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTION	277,030.37	109319
		Total For Dept 900.000 C	APITAL OUTLAY	277,030.37	
		Total For Fund 203 LOCAL	STREET FUND	277,742.37	
Fund 204 MUNICIPAL STREE	T FUND			,	
Dept 905.000 DEBT SERVIC		HINETNOMON NAMIONAL SAN	CADIMAL IMPROVEDAND INTERPROM	E1 F00 00	0.50
204-905.000-993.000	CAPITAL IMPROV BOND INTEREST	HUNTINGTON NATIONAL BANK	CAPITAL IMPROV BOND INTEREST	51,500.00	958

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EXP CHECK RUN DATES 09/12/2024 - 09/12/2024 BOTH JOURNALIZED AND UNJOURNALIZED

PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check # Fund 204 MUNICIPAL STREET FUND Dept 905.000 DEBT SERVICE Total For Dept 905.000 DEBT SERVICE 51,500.00 51,500.00 Total For Fund 204 MUNICIPAL STREET FUND Fund 208 RECREATION FUND Dept 000.000 208-000.000-263.000 SALES TAX - AUGUST 2024 STATE OF MICHIGAN SALES TAX - AUGUST 2024 34.59 654 208-000.000-692.000 STATE OF MICHIGAN 654 SALES TAX - AUGUST 2024 SALES TAX - AUGUST 2024 (0.17)Total For Dept 000.000 34.42 Dept 751.000 RECREATION DEPARTMENT 959 208-751.000-716.000 RETIREMENT MERS RETIREMENT CONTRIBUTIONS - 300101 1,542.82 208-751.000-726.000 URBAN GRAFFITI 16.20 109339 T-BALL SHIRTS T-BALL SHIRTS 208-751.000-801.000 PRESSURE TANK REPLACEMENT - SAND AQUA FLOW TREATMENTS & PUN PRESSURE TANK REPLACEMENT - SANDY BEACH 660.78 109275 2,219.80 Total For Dept 751.000 RECREATION DEPARTMENT Total For Fund 208 RECREATION FUND 2,254.22 Fund 271 LIBRARY FUND Dept 790.000 LIBRARY 271-790.000-726.000 LIBRARY CARD SIGN UP MONTH SUPPL AMAZON CAPITAL SERVICES, 1LIBRARY CARD SIGN UP MONTH SUPPLIES 18.77 109273 271-790.000-726.000 PRINTER PAPER AMAZON CAPITAL SERVICES, 1 PRINTER PAPER 78.24 109273 271-790.000-726.000 TRASH BAGS AMAZON CAPITAL SERVICES, 1TRASH BAGS 15.99 109273 271-790.000-726.000 WATER - LIBRARY HEFFERNAN SOFT WATER SERVIWATER DELIVERY SERVICE 10.00 109297 271-790.000-801.000 CURRENT OFFICE SOLUTIONS COPIER LEASE & PRINTS 234.23 109289 COPIER LEASE & PRINTS 271-790.000-801.000 MONTHLY FOYER & BATHROOM CLEANIN EAST 2 WEST ENTERPRISES, 1 MONTHLY FOYER & BATHROOM CLEANING 400.00 109291 12.00 109336 271-790.000-801.000 MONTHLY COOLER RENTAL TRI-COUNTY WATER CONDITION MONTHLY COOLER RENTAL 271-790.000-801.000 3RD QUARTER OVERDRIVE WOODLANDS LIBRARY COOPERAT 3RD QUARTER OVERDRIVE 237.00 109347 AMAZON CAPITAL SERVICES, 1HEADPHONES FOR PUBLIC USE 26.88 109273 271-790.000-802.000 HEADPHONES FOR PUBLIC USE 271-790.000-802.000 SONIT NET ADMIN AUGUST 2024 SONIT SYSTEMS, LLC SONIT NET ADMIN AUGUST 2024 115.00 109330 271-790.000-850.000 TELEPHONE - LIBRARY ACD.NET TELEPHONE - LIBRARY 48.47 109272 271-790.000-982.000 BOOKS - SEPT24 ADULT INGRAM LIBRARY SERVICES BOOKS - SEPT24 ADULT 29.40 109303 BOOKS - SEPT24 ADULT INGRAM LIBRARY SERVICES BOOKS - SEPT24 ADULT 98.27 109303 271-790.000-982.000 271-790.000-982.000 BOOKS - SEPT24 ADULT INGRAM LIBRARY SERVICES BOOKS - SEPT24 ADULT 72.26 109303 271-790.000-982.000 BOOKS - SEPT24 ADULT INGRAM LIBRARY SERVICES BOOKS - SEPT24 ADULT 18.65 109303 271-790.000-982.000 BOOKS - SEPT24 ADULT INGRAM LIBRARY SERVICES BOOKS - SEPT24 ADULT 419.22 109303 35.31 109303 271-790.000-982.000 BOOKS -SEPT24 ADULT BOOKS -SEPT24 ADULT INGRAM LIBRARY SERVICES 271-790.000-982.000 BOOKS - AUG24 ADULT INGRAM LIBRARY SERVICES BOOKS - AUG24 ADULT 23.00 109303 BOOKS - AUG24 ADULT INGRAM LIBRARY SERVICES BOOKS - AUG24 ADULT 17.90 109303 271-790.000-982.000 271-790.000-982.001 BOOKS - LADD DONATION BOOKS INGRAM LIBRARY SERVICES BOOKS - LADD DONATION BOOKS 57.51 109303 Total For Dept 790.000 LIBRARY 1,968.10 Dept 792.000 LIBRARY - CHILDREN'S AREA 271-792.000-726.000 AMAZON CAPITAL SERVICES, 1LBW SUPPLIES 5.99 109273 LBW SUPPLIES 271-792.000-982.000 BOOKS - SEPT 24 YOUTH 5.63 109303 INGRAM LIBRARY SERVICES BOOKS - SEPT 24 YOUTH BOOKS - SEPT24 YOUTH BOOKS - SEPT24 YOUTH 109303 271-792.000-982.000 INGRAM LIBRARY SERVICES 22.43 BOOKS - SEPT24 YOUTH BOOKS - SEPT24 YOUTH 453.87 109303 271-792.000-982.000 INGRAM LIBRARY SERVICES 271-792.000-982.001 BOOKS - LADD DONATION BOOKS INGRAM LIBRARY SERVICES BOOKS - LADD DONATION BOOKS 23.68 109303 Total For Dept 792.000 LIBRARY - CHILDREN'S AREA 511.60 Total For Fund 271 LIBRARY FUND 2,479.70

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Fund 401 CAPITAL IMPROVEMEN	NT FUND				
Dept 756.000 PARKS 401-756.000-970.000	CAPITAL OUTLAY	WATKINS FENCE	INSTALLATION OF 350' FEET OF FENCE AT F	6,750.00	109344
		Total For Dept 756.000 PA	RKS	6,750.00	
		Total For Fund 401 CAPITA	L IMPROVEMENT FUND	6,750.00	
Fund 481 AIRPORT IMPROVEMENDED 000.000	NT FUND				
481-000.000-263.000 481-000.000-687.300	SALES TAX - AUGUST 2024 SALES TAX - AUGUST 2024	STATE OF MICHIGAN STATE OF MICHIGAN	SALES TAX - AUGUST 2024 SALES TAX - AUGUST 2024	1,667.00 (8.34)	654 654
		Total For Dept 000.000		1,658.66	
Dept 900.000 CAPITAL OUTLAY	Y				
481-900.000-740.295 481-900.000-740.295	AVIATION GASOLINE JET A FUEL	AVFUEL CORP AVFUEL CORP	AVIATION GASOLINE JET A FUEL	16,185.10 19,819.17	957 957
		Total For Dept 900.000 CA	PITAL OUTLAY	36,004.27	
		Total For Fund 481 AIRPOR	T IMPROVEMENT FUND	37,662.93	
Fund 582 ELECTRIC FUND					
Dept 000.000 582-000.000-110.000	SECONDARY PEDESTAL	POWER LINE SUPPLY	INVENTORY	534.68	109323
582-000.000-110.000	BULB - 70 WATT HPS MOGUL BA	POWER LINE SUPPLY	INVENTORY	158.35	109323
582-000.000-110.000	CONNECTOR WR-159	POWER LINE SUPPLY	INVENTORY	164.83	109323
				9,925.00	109325
	TRANSFORMER EV CHARGER GMC	JERRY'S ELECTRIC INC.	EV CHARGER TRANSFORMER GMC DEALER UB refund for account: 013395	•	109303
582-000.000-202.100	ROUND 4CCH	BEACH, TORY C HICKEY, JACOB T	UB refund for account: 021193	118.66 71.00	109265
582-000.000-202.100 582-000.000-202.100	4ENBK1	HILL, AMBER G	UB refund for account: 012776	142.87	109265
	4ENBK1	LITTLEY, RYAN J	UB refund for account: 021204	57.00	109268
582-000.000-202.100		·	UB refund for account: 021204	173.17	
582-000.000-202.100	4CCH	MALONEY, MARY			109269
582-000.000-202.100	4ENBK1	SHIMP, AMBER L	UB refund for account: 026071	8.32	109270
582-000.000-249.100	OPERATION ROUND-UP - AUGUST 2024		OPERATION ROUND-UP - AUGUST 2024	2,695.73	109287
582-000.000-249.100			(LIEAF-6099 AUGUST 2024 P.A. 95	5,355.45	109307
582-000.000-263.000	SALES TAX - AUGUST 2024	STATE OF MICHIGAN	SALES TAX - AUGUST 2024	38,915.78	654
582-000.000-692.200	SALES TAX - AUGUST 2024	STATE OF MICHIGAN	SALES TAX - AUGUST 2024	(247.33)	654
D		Total For Dept 000.000		58,073.51	
Dept 175.000 ADMINISTRATIVE 582-175.000-716.000	E SERVICES RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	20,202.77	959
582-175.000-726.000	TOWEL HOLDER	AMAZON CAPITAL SERVICES,		5.04	109273
582-175.000-726.000			COPIES/CONTRACT BILLING - AUGUST 2024	141.86	109289
582-175.000-801.000	TELEPHONE/FIBER - 45 MONROE STRE		TELEPHONE/FIBER - 45 MONROE STREET	24.23	109272
582-175.000-801.000	MOWING AUGUST	BAXTER LAWN AND SNOW SERV		830.00	109277
582-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	2.50	109283
582-175.000-801.000			COPIES/CONTRACT BILLING - AUGUST 2024	138.13	109289
582-175.000-801.000			PRINTING/POSTAGE AND HANDLING - AUGUST	1,438.94	109290
582-175.000-801.000	PRINTING/POSTAGE AND HANDLING - BPU CLEANING - AUGUST 2024			210.00	109291
582-175.000-801.000	INSTALL NEW EDGING AND STONE, IN		INSTALL NEW EDGING AND STONE, INSTALL 4	300.00	109301
582-175.000-801.000			BPU BOARD MEETING PER DIEM - J. HODSHIF	12.50	109301
582-175.000-801.000			FOR BOARD MEETING FER DIEM - J. HODSHIF FOR COLLECTIONS AUGUST	42.98	109317
582-175.000-801.000			FEWEB ACCESS/UTILITY EXCHANGE - AUGUST 20	63.84	109317
582-175.000-801.000	BPU BOARD MEETING PER DIEM - P.		BPU BOARD MEETING PER DIEM - P. BECKER	12.50	109317
582-175.000-801.000	BPU BOARD MEETING PER DIEM - F.		BPU BOARD MEETING PER DIEM - F. BECKER BPU BOARD MEETING PER DIEM - P. MCDOWELI	12.50	109321
582-175.000-801.000	BPU BOARD MEETING PER DIEM - S.		BPU BOARD MEETING PER DIEM - S. WELLS	12.50	109332

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Fund 582 ELECTRIC FUND					
Dept 175.000 ADMINISTRATIVE	E SERVICES				
582-175.000-801.000	PEST SERVICE RENEWAL	DEAN A MORT	PEST SERVICE RENEWAL	503.00	1093
82-175.000-801.000	AUDIT SERVICES FOR FYE 2024	YEO & YEO PC	AUDIT SERVICES FOR FYE 2024	8,250.00	1093
82-175.000-801.000	CREDIT CARD PROCESSING FEES	INVOICE CLOUD, INC.	CREDIT CARD PROCESSING FEES - AUG 2024	195.10	
82-175.000-802.000	AVEVA (WONDERWARE) STANDARD SUP	P Q-MATION, INC.	AVEVA STANDARD SUPPORT (WONDERWARE)	5,418.00	109
82-175.000-802.000	SONIT NET ADMIN AUGUST 2024	SONIT SYSTEMS, LLC	SONIT NET ADMIN AUGUST 2024	546.26	109
82-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUB 9	- MILSOFT	IVR POOLED MONTHLY OUTAGE SUB 9-24	256.41	109
82-175.000-802.000	MILSOFT DISSPATCH LICENSE UNPLU	G MILSOFT	MILSOFT DISSPATCH LICENSE UNPLUGGED 9-2	350.00	109
82-175.000-806.000	LEGAL FEES - REVISE AGREEMENT R	E LOVINGER & THOMPSON, PC	LEGAL FEES - REVISE AGREEMENT REGARDING	375.00	109
82-175.000-806.000	LEGAL SERVICES - UNION NEGOTIAT	I MIKA MEYERS BECKET & JONE	ESLEGAL SERVICES - UNION NEGOTIATIONS	140.00	109
82-175.000-850.000	TELEPHONE/FIBER - 45 MONROE STR		TELEPHONE/FIBER - 45 MONROE STREET	100.00	109:
82-175.000-850.000	TELEPHONE - POWER PLANT	ACD.NET	TELEPHONE - POWER PLANT	145.41	109:
82-175.000-850.000	MONTHLY VERIZON BILL - SEP 24	VERIZON WIRELESS	MONTHLY VERIZON BILL - SEP 24	551.88	109
582-175.000-880.000	GONOTIFY APP - 9-1-2024-8-31-20		GONOTIFY APP - 9-1-2024-8-31-2025	2,130.00	1092
582-175.000-880.000			C.COMMUNITY PROMOTION - AUGUST 2024	125.00	109
582-175.000-920.400	503214966 - 45 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE	20.73	
582-175.000-920.400	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	22.42	9
582-175.000-920.400	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	21.83	-
173.000 320.400	304304134 37 MONIOE				
		Total For Dept 175.000 AD	DMINISTRATIVE SERVICES	42,601.33	
Pept 543.000 PRODUCTION				000 56	400
582-543.000-726.000	FIRST AID SUPPLIES	CINTAS CORPORATION	FIRST AID SUPPLIES	223.56	109
82-543.000-930.000	REPAIRS & MAINTENANCE - BLDG	MIDWEST ALARM SERVICES	POWER PLANT ALARM HEAT SENSOR REPAIR	317.00	109
		Total For Dept 543.000 PR	RODUCTION	540.56	
ept 544.000 DISTRIBUTION					
82-544.000-726.800	HEX KEY TOOL	AMAZON CAPITAL SERVICES,		33.01	109
582-544.000-730.000	BELT	PERFORMANCE AUTOMOTIVE	BELT	60.19	109
82-544.000-740.000	FUEL - BPU - AUGUST 2024	WATKINS TRANSPORT INC	FUEL - BPU - AUGUST 2024	2,031.35	109
82-544.000-801.000	POLE DUMPSTER RENTAL	LRS, LLC	POLE DUMPSTER RENTAL	107.00	109
82-544.000-801.300	TRIM HOSPITAL LINE	WRIGHT TREE SERVICE, INC.		19,786.47	109
82-544.000-930.000	HYDARAULIC FITTING	FAMILY FARM & HOME	HYDARAULIC FITTING	8.99	109
82-544.000-930.000	PLASTIC NUT	GELZER HJ & SON INC	PLASTIC NUT	4.19	1092
582-544.000-930.000	PHILIPS BITS	GELZER HJ & SON INC	PHILIPS BITS	1.19	1092
582-544.000-930.000	DRILL BIT AND ANCHORS	GELZER HJ & SON INC	DRILL BIT AND ANCHORS	13.18	1092
582-544.000-930.000	SYPHON PUMP	GELZER HJ & SON INC	SYPHON PUMP	17.99	1092
582-544.000-930.000	BOLTS	GELZER HJ & SON INC	BOLTS	15.70	109:
582-544.000-956.000	TRAINING & SEMINARS	COMFORT INN	HOTEL FOR JOSH REICHHART DURING TRAININ	472.50	109
82-544.000-956.000	TRAINING & SEMINARS	COMFORT INN	HOTEL FOR JOSH REICHHART DURING TRAININ	477.00	109
		Total For Dept 544.000 DI	STRIBUTION	23,028.76	
		Total For Fund 582 ELECTE	RIC FUND	124,244.16	
und 588 DIAL A RIDE					
ept 596.000 DIAL-A-RIDE					
88-596.000-726.000	1000-\$3.50 TICKETS & 50-2 PART	C ARROW SWIFT PRINTING	1000-\$3.50 TICKETS & 50-2 PART CHARGE \$	117.20	109
88-596.000-730.000	SHEET METAL SCREWS FOR DART #59	GELZER HJ & SON INC	SHEET METAL SCREWS FOR DART #59	7.99	109
88-596.000-730.000	SHEET METAL HEX AND SLIT INSULA	FGELZER HJ & SON INC	SHEET METAL HEX AND SLIT INSULATION FOF	11.38	109
88-596.000-730.000	UPPER AND LOWER T-LATCH FOR DAR	T HOEKSTRA TRANSPORTATION,	JUPPER AND LOWER T-LATCH FOR DART #60	174.22	109
888-596.000-801.000	DART	BILL'S LAWN CARE, LLC	CITY WIDE MOWING CONTRACT 2024-2025	420.00	109
588-596.000-801.000	SEPTEMBER MOP & RUG RENTALS	CINTAS CORPORATION	SEPTEMBER MOP & RUG RENTALS	16.47	109
588-596.000-955.588			I PREVENTIVE ESTAB FOR SALLY M. AND STEVE	215.00	109
		Total For Dept 596.000 DI	AL-A-KIDE	962.26	

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Fund 588 DIAL A RIDE				
	Total For Fund 588 DIAL	A RIDE	962.26	
Fund 590 SEWER FUND Dept 000.000				
590-000.000-158.000-215005 WESTWOOD PROJECT - SANITARY	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTIO	50,636.27	109
590-000.000-158.000-215006 AS-NEEDED CONSTRUCTION SERVICE	ES TETRA TECH, INC	MARION LIFT STATION CONSTRUCTION SERVIC	95.00	109
590-000.000-202.100 SCCH	LINDA WATSON	UB refund for account: 012519	893.37	109
590-000.000-202.100 SBK1	SHIMP, AMBER L	UB refund for account: 026071	7.57	109
	Total For Dept 000.000		51,632.21	
Dept 175.000 ADMINISTRATIVE SERVICES				
590-175.000-716.000 RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	4,124.29	
590-175.000-726.000 TOWEL HOLDER	AMAZON CAPITAL SERVICES,	1 TOWEL HOLDER	2.52	10
590-175.000-726.000 COPIES/CONTRACT BILLING - AU	GUS CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - AUGUST 2024	70.92	10
590-175.000-801.000 TELEPHONE/FIBER - 45 MONROE S	TRE ACD.NET	TELEPHONE/FIBER - 45 MONROE STREET	12.12	10
590-175.000-801.000 MOWING AUGUST	BAXTER LAWN AND SNOW SEF	RVIMOWING AUGUST	415.00	10
590-175.000-801.000 MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	10
590-175.000-801.000 COPIES/CONTRACT BILLING - AU	GUS CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - AUGUST 2024	69.06	10
590-175.000-801.000 PRINTING/POSTAGE AND HANDLING	- DELAWARE SYSTEMS	PRINTING/POSTAGE AND HANDLING - AUGUST	719.47	10
590-175.000-801.000 BPU CLEANING - AUGUST 2024	EAST 2 WEST ENTERPRISES,	1BPU CLEANING - AUGUST 2024	105.00	10
590-175.000-801.000 INSTALL NEW EDGING AND STONE,	IN HOOP LAWN & SNOW, LLC	INSTALL NEW EDGING AND STONE, INSTALL 4	150.00	10
590-175.000-801.000 BPU BOARD MEETING PER DIEM -	J. JEREMIAH JASON HODSHIRE	BPU BOARD MEETING PER DIEM - J. HODSHIF	6.25	10
		CF COMMISSION PAID FOR COLLECTIONS AUGUST	21.49	10
		CEWEB ACCESS/UTILITY EXCHANGE - AUGUST 20	31.92	10
590-175.000-801.000 BPU BOARD MEETING PER DIEM -		BPU BOARD MEETING PER DIEM - P. BECKER	6.25	10
590-175.000-801.000 BPU BOARD MEETING PER DIEM- B		BPU BOARD MEETING PER DIEM- P. MCDOWELI	6.25	10
590-175.000-801.000 BPU BOARD MEETING PER DIEM -		BPU BOARD MEETING PER DIEM - S. WELLS	6.25	10
590-175.000-801.000 PEST SERVICE RENEWAL	DEAN A MORT	PEST SERVICE RENEWAL	251.50	10
590-175.000-801.000 AUDIT SERVICES FOR FYE 2024	YEO & YEO PC	AUDIT SERVICES FOR FYE 2024	4,125.00	10
590-175.000 601.000 ADDIT SERVICES FOR FIE 2024 590-175.000-801.000 CREDIT CARD PROCESSING FEES	INVOICE CLOUD, INC.	CREDIT CARD PROCESSING FEES - AUG 2024	97.55	10.
590-175.000-801.000 CREDIT CARD PROCESSING FEES		ADMIN SERVICES FOR CDBG GRANT	1,770.00	10
		AVEVA STANDARD SUPPORT (WONDERWARE)	•	10:
590-175.000-802.000 AVEVA (WONDERWARE) STANDARD S		· · · · · · · · · · · · · · · · · · ·	2,709.00	
590-175.000-802.000 SONIT NET ADMIN AUGUST 2024	SONIT SYSTEMS, LLC	SONIT NET ADMIN AUGUST 2024	273.12	109
590-175.000-802.000 IVR POOLED MONTHLY OUTAGE SUE		IVR POOLED MONTHLY OUTAGE SUB 9-24	128.25	109
590-175.000-802.000 MILSOFT DISSPATCH LICENSE UNE		MILSOFT DISSPATCH LICENSE UNPLUGGED 9-2	175.00	10
590-175.000-850.000 TELEPHONE/FIBER - 45 MONROE S		TELEPHONE/FIBER - 45 MONROE STREET	50.00	10
590-175.000-850.000 TELEPHONE - WWTP 101 W GALLOW		TELEPHONE - WWTP 101 W GALLOWAY	67.75	10
590-175.000-850.000 MONTHLY VERIZON BILL - SEP 24		MONTHLY VERIZON BILL - SEP 24	137.74	10
590-175.000-880.000 GONOTIFY APP - 9-1-2024-8-31-		GONOTIFY APP - 9-1-2024-8-31-2025	1,065.00	10
	•	IC.COMMUNITY PROMOTION - AUGUST 2024	62.50	10
590-175.000-920.400 503214966 - 45 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE	10.37	
590-175.000-920.400 504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	11.20	
590-175.000-920.400 504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	10.92	
590-175.000-993.000 CAPITAL IMPROV BOND INTEREST	HUNTINGTON NATIONAL BANK	CAPITAL IMPROV BOND INTEREST	47,183.04	
590-175.000-993.000 INTEREST - SEWER BONDS	U.S. BANK BOND CONTROL	INTEREST - SEWER BONDS	73,437.50	
	Total For Dept 175.000 A	ADMINISTRATIVE SERVICES	137,313.48	
Dept 546.000 OPERATIONS				
590-546.000-920.400 504504154 - 135 BARBER ST	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 135 BARBER ST	37.44	
590-546.000-930.950 CONNECT KEY LIFT TO BACK UP O		CONNECT KEY LIFT TO BACK UP GENERATOR	4,084.97	10
590-546.000-930.950 REPAIRS & MAINT LIFT STATE	ONS USABLUEBOOK	LIFT STATION FLOAT	193.90	10
	Total For Dept 546.000 C	DPERATIONS	4,316.31	

Dept 547.000 TREATMENT

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Fund 590 SEWER FUND					
Dept 547.000 TREATMENT					
590-547.000-726.900	SUPPLIES - LABORATORY	NORTH CENTRAL LABORATORIE	STAB SUPPLIES	5,547.47	1093
590-547.000-726.900		RUPERT'S CULLIGAN	DISTILLED LAB WATER	21.00	1093
590-547.000-726.900		USABLUEBOOK	LAB SUPPLIES	346.01	109
590-547.000-726.900		USABLUEBOOK	LAB SUPPLIES	201.90	109
590-547.000-726.900		USABLUEBOOK	LAB SUPPLIES	285.90	109
590-547.000-740.000		WATKINS TRANSPORT INC	FUEL - BPU - AUGUST 2024	605.94	109
590-547.000-801.000		BIOLOGICAL RESEARCH SOLUT		347.00	109
590-547.000-801.000		CLARK ELECTRIC INC.	TROUBLESHOOT PUMP	200.00	109
590-547.000-801.000	CROSS CONNECTION CONTROL PROGRAM		CROSS CONNECTION CONTROL PROGRAM	1,564.50	109
590-547.000-801.000		MERIT LABORATORIES	BEF SAMPLING	5,255.00	109
590-547.000-801.000		MERIT LABORATORIES	MERCURY TESTING	345.00	109
590-547.000-801.000		MERIT LABORATORIES	LEAD AND COPPER SAMPLE	76.00	109
590-547.000-801.000		REPUBLIC SERVICES OF KALA		1,317.63	109
590-547.000-920.400		MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY MN	51.75	
590-547.000-920.400		MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY	882.56	
590-547.000-920.400		MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - W GALLOWAY GR	36.85	
590-547.000-920.400		MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY DF	70.58	
590-547.000-930.000		FAMILY FARM & HOME	HARDWARE	20.13	109
590-547.000-930.000		GELZER HJ & SON INC	HARDWARE	10.47	109
590-547.000-930.000		GELZER HJ & SON INC	GRINDER WHEELS	21.54	103
590-547.000-930.000		GELZER HJ & SON INC	SPRAYER	43.99	103
590-547.000-930.000		PERFORMANCE AUTOMOTIVE	AIR FILTER	8.58	103
590-547.000-930.000		PERFORMANCE AUTOMOTIVE	AIR FILTER	8.58	103
590-547.000-930.000		PERFORMANCE AUTOMOTIVE	KWIK CONNECT BLADE	13.78	103
390-347.000-930.000	WIN COMMECT BLADE	FERFORMANCE AUTOMOTIVE	RWIR CONNECT BLADE	13.70	109
		Total For Dept 547.000 TR	EATMENT	17,282.16	
		Total For Dept 547.000 TR Total For Fund 590 SEWER	-	17,282.16 210,544.16	
		-	-		
Dept 000.000		Total For Fund 590 SEWER	FUND	210,544.16	100
Dept 000.000 591-000.000-158.000-215005	WESTWOOD PROJECT - WATER	Total For Fund 590 SEWER PARRISH EXCAVATING, INC.	FUND WESTWOOD UTILITY AND ROAD RECONSTRUCTIC	210,544.16	
Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC.	FUND WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY F	210,544.16 122,067.40 20,600.00	109 109
Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC. SHIMP, AMBER L	FUND WESTWOOD UTILITY AND ROAD RECONSTRUCTIC	210,544.16 122,067.40 20,600.00 3.90	109
Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012 591-000.000-202.100	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC.	FUND WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY F	210,544.16 122,067.40 20,600.00	109
Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012 591-000.000-202.100 Dept 175.000 ADMINISTRATIVE	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1 E SERVICES	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC. SHIMP, AMBER L Total For Dept 000.000	FUND WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY F UB refund for account: 026071	210,544.16 122,067.40 20,600.00 3.90 142,671.30	109
Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012 591-000.000-202.100 Dept 175.000 ADMINISTRATIVE 591-175.000-716.000	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1 E SERVICES RETIREMENT	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC. SHIMP, AMBER L Total For Dept 000.000 MERS	FUND WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY F UB refund for account: 026071 RETIREMENT CONTRIBUTIONS - 300101	210,544.16 122,067.40 20,600.00 3.90 142,671.30 4,239.63	109
Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012 591-000.000-202.100 Dept 175.000 ADMINISTRATIVE 591-175.000-716.000 591-175.000-726.000	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1 E SERVICES RETIREMENT TOWEL HOLDER	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC. SHIMP, AMBER L Total For Dept 000.000 MERS AMAZON CAPITAL SERVICES,	FUND WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY F UB refund for account: 026071 RETIREMENT CONTRIBUTIONS - 300101 J TOWEL HOLDER	210,544.16 122,067.40 20,600.00 3.90 142,671.30 4,239.63 2.52	109
Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012 591-000.000-202.100 Dept 175.000 ADMINISTRATIVI 591-175.000-716.000 591-175.000-726.000 591-175.000-726.000	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1 E SERVICES RETIREMENT TOWEL HOLDER COPIES/CONTRACT BILLING - AUGUS	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC. SHIMP, AMBER L Total For Dept 000.000 MERS AMAZON CAPITAL SERVICES, CURRENT OFFICE SOLUTIONS	FUND WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY E UB refund for account: 026071 RETIREMENT CONTRIBUTIONS - 300101 JTOWEL HOLDER COPIES/CONTRACT BILLING - AUGUST 2024	210,544.16 122,067.40 20,600.00 3.90 142,671.30 4,239.63 2.52 70.93	109 109 109
Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012 591-000.000-202.100 Dept 175.000 ADMINISTRATIVE 591-175.000-716.000 591-175.000-726.000 591-175.000-726.000 591-175.000-801.000	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1 E SERVICES RETIREMENT TOWEL HOLDER COPIES/CONTRACT BILLING - AUGUS TELEPHONE/FIBER - 45 MONROE STRE	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC. SHIMP, AMBER L Total For Dept 000.000 MERS AMAZON CAPITAL SERVICES, CURRENT OFFICE SOLUTIONS ACD.NET	FUND WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY F UB refund for account: 026071 RETIREMENT CONTRIBUTIONS - 300101 JTOWEL HOLDER COPIES/CONTRACT BILLING - AUGUST 2024 TELEPHONE/FIBER - 45 MONROE STREET	210,544.16 122,067.40 20,600.00 3.90 142,671.30 4,239.63 2.52 70.93 12.12	109 109 109 109 109
Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012 591-000.000-202.100 Dept 175.000 ADMINISTRATIVI 591-175.000-716.000 591-175.000-726.000 591-175.000-801.000 591-175.000-801.000	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1 E SERVICES RETIREMENT TOWEL HOLDER COPIES/CONTRACT BILLING - AUGUS TELEPHONE/FIBER - 45 MONROE STRE MOWING AUGUST	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC. SHIMP, AMBER L Total For Dept 000.000 MERS AMAZON CAPITAL SERVICES, CURRENT OFFICE SOLUTIONS ACD.NET BAXTER LAWN AND SNOW SERV	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY F UB refund for account: 026071 RETIREMENT CONTRIBUTIONS - 300101 JTOWEL HOLDER COPIES/CONTRACT BILLING - AUGUST 2024 TELEPHONE/FIBER - 45 MONROE STREET MOWING AUGUST	210,544.16 122,067.40 20,600.00 3.90 142,671.30 4,239.63 2.52 70.93 12.12 415.00	109 109 109 109 109
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Dept 000.000 091-000.000-158.000-215005 091-000.000-158.000-215012 091-000.000-202.100 Dept 175.000 ADMINISTRATIVI 091-175.000-716.000 091-175.000-726.000 091-175.000-801.000 091-175.000-801.000 091-175.000-801.000 091-175.000-801.000	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1 E SERVICES RETIREMENT TOWEL HOLDER COPIES/CONTRACT BILLING - AUGUS TELEPHONE/FIBER - 45 MONROE STRE MOWING AUGUST MATS - 45 MONROE ST COPIES/CONTRACT BILLING - AUGUS PRINTING/POSTAGE AND HANDLING -	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC. SHIMP, AMBER L Total For Dept 000.000 MERS AMAZON CAPITAL SERVICES, CURRENT OFFICE SOLUTIONS ACD.NET BAXTER LAWN AND SNOW SERV CINTAS CORPORATION CURRENT OFFICE SOLUTIONS DELAWARE SYSTEMS	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY F UB refund for account: 026071 RETIREMENT CONTRIBUTIONS - 300101 1TOWEL HOLDER COPIES/CONTRACT BILLING - AUGUST 2024 TELEPHONE/FIBER - 45 MONROE STREET 1MOWING AUGUST MATS - 45 MONROE ST COPIES/CONTRACT BILLING - AUGUST 2024 PRINTING/POSTAGE AND HANDLING - AUGUST	210,544.16 122,067.40 20,600.00 3.90 142,671.30 4,239.63 2.52 70.93 12.12 415.00 1.25 69.06 719.48	109 109 109 109 109 109 109 109
Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012 591-000.000-202.100 Dept 175.000 ADMINISTRATIVI 591-175.000-716.000 591-175.000-726.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1 E SERVICES RETIREMENT TOWEL HOLDER COPIES/CONTRACT BILLING - AUGUS TELEPHONE/FIBER - 45 MONROE STRE MOWING AUGUST MATS - 45 MONROE ST COPIES/CONTRACT BILLING - AUGUS PRINTING/POSTAGE AND HANDLING - BPU CLEANING - AUGUST 2024	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC. SHIMP, AMBER L Total For Dept 000.000 MERS AMAZON CAPITAL SERVICES, CURRENT OFFICE SOLUTIONS ACD.NET BAXTER LAWN AND SNOW SERV CINTAS CORPORATION CURRENT OFFICE SOLUTIONS DELAWARE SYSTEMS EAST 2 WEST ENTERPRISES,	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY F UB refund for account: 026071 RETIREMENT CONTRIBUTIONS - 300101 ITOWEL HOLDER COPIES/CONTRACT BILLING - AUGUST 2024 TELEPHONE/FIBER - 45 MONROE STREET MOWING AUGUST MATS - 45 MONROE ST COPIES/CONTRACT BILLING - AUGUST 2024 PRINTING/POSTAGE AND HANDLING - AUGUST IBPU CLEANING - AUGUST 2024	210,544.16 122,067.40 20,600.00 3.90 142,671.30 4,239.63 2.52 70.93 12.12 415.00 1.25 69.06 719.48 105.00	109 109 109 109 109 109 109 109 109
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Dept 000.000 591-000.000-158.000-215005 591-000.000-158.000-215012 591-000.000-202.100 Dept 175.000 ADMINISTRATIVE 591-175.000-716.000 591-175.000-726.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000 591-175.000-801.000	WESTWOOD PROJECT - WATER ATS INSTALLATION AT WTP WBK1 E SERVICES RETIREMENT TOWEL HOLDER COPIES/CONTRACT BILLING - AUGUS TELEPHONE/FIBER - 45 MONROE STRE MOWING AUGUST MATS - 45 MONROE ST COPIES/CONTRACT BILLING - AUGUS PRINTING/POSTAGE AND HANDLING - BPU CLEANING - AUGUST 2024 INSTALL NEW EDGING AND STONE, IN BPU BOARD MEETING PER DIEM - J. COMMISSION PAID FOR COLLECTIONS	Total For Fund 590 SEWER PARRISH EXCAVATING, INC. CLARK ELECTRIC INC. SHIMP, AMBER L Total For Dept 000.000 MERS AMAZON CAPITAL SERVICES, CURRENT OFFICE SOLUTIONS ACD.NET BAXTER LAWN AND SNOW SERV CINTAS CORPORATION CURRENT OFFICE SOLUTIONS DELAWARE SYSTEMS EAST 2 WEST ENTERPRISES, HOOP LAWN & SNOW, LLC JEREMIAH JASON HODSHIRE ONLINE INFORMATION SERVIC	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC ATS INSTALLATION AT WTP - APPROVED BY F UB refund for account: 026071 RETIREMENT CONTRIBUTIONS - 300101 ITOWEL HOLDER COPIES/CONTRACT BILLING - AUGUST 2024 TELEPHONE/FIBER - 45 MONROE STREET MATS - 45 MONROE ST COPIES/CONTRACT BILLING - AUGUST 2024 PRINTING/POSTAGE AND HANDLING - AUGUST BPU CLEANING - AUGUST 2024 INSTALL NEW EDGING AND STONE, INSTALL 4 BPU BOARD MEETING PER DIEM - J. HODSHIF FCOMMISSION PAID FOR COLLECTIONS AUGUST	210,544.16 122,067.40 20,600.00 3.90 142,671.30 4,239.63 2.52 70.93 12.12 415.00 1.25 69.06 719.48 105.00 150.00 6.25 21.49	109 109 109 109 109 109 109 109 109 109
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User: klopresto DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE EXP CHECK RUN DATES 09/12/2024 - 09/12/2024

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BOTH JOURNALIZED AND UNJOURNALIZED

PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 175.000 ADMINISTRATIV 591-175.000-801.000	AUDIT SERVICES FOR FYE 2024	YEO & YEO PC	AUDIT SERVICES FOR FYE 2024	4,125.00	109349
591-175.000-801.000	CREDIT CARD PROCESSIING FEES	INVOICE CLOUD, INC.	CREDIT CARD PROCESSING FEES - AUG 2024	97.55	653
	ADMIN SERVICES FOR CDBG GRANT	CARTER CONSULTING LLC	ADMIN SERVICES FOR CDBG GRANT	1,770.00	109282
591-175.000-802.000	AVEVA (WONDERWARE) STANDARD SUP		AVEVA STANDARD SUPPORT (WONDERWARE)	2,709.00	109325
591-175.000-802.000	SONIT NET ADMIN AUGUST 2024	SONIT SYSTEMS, LLC	SONIT NET ADMIN AUGUST 2024	273.12	109330
591-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUB 9		IVR POOLED MONTHLY OUTAGE SUB 9-24	128.25	109341
591-175.000-802.000	MILSOFT DISSPATCH LICENSE UNPLU		MILSOFT DISSPATCH LICENSE UNPLUGGED 9-2	175.00	109341
591-175.000-806.000			ESLEGAL SERVICES - UNION NEGOTIATIONS	140.00	109315
591-175.000-850.000	TELEPHONE/FIBER - 45 MONROE STR		TELEPHONE/FIBER - 45 MONROE STREET	50.00	109272
591-175.000-850.000	TELEPHONE - WTP 401 HILLSDALE S		TELEPHONE - WTP 401 HILLSDALE STREET	96.94	109272
591-175.000-850.000	MONTHLY VERIZON BILL - SEP 24	VERIZON WIRELESS	MONTHLY VERIZON BILL - SEP 24	137.74	109342
591-175.000-880.000	GONOTIFY APP - 9-1-2024-8-31-20		GONOTIFY APP - 9-1-2024-8-31-2025	1,065.00	109295
591-175.000-880.000			C.COMMUNITY PROMOTION - AUGUST 2024	62.50	109311
591-175.000-920.400	503214966 - 45 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE	10.37	948
591-175.000-920.400	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	11.20	949
591-175.000-920.400	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	10.92	955
591-175.000-993.000	CAPITAL IMPROV BOND INTEREST		CAPITAL IMPROV BOND INTEREST	54,441.96	958
		Total For Dept 175.000 A	DMINISTRATIVE SERVICES	71,419.45	
Dept 544.000 DISTRIBUTION					
591-544.000-740.000	FUEL - BPU - AUGUST 2024	WATKINS TRANSPORT INC	FUEL - BPU - AUGUST 2024	605.93	109345
591-544.000-930.990			TECONCRETE TO REPLACE SIDEWALKS WITH LSL	399.13	109278
591-544.000-930.990	CONTRACTED LSL REPLACEMENTS	RJT CONSTRUCTION CO.	FYE 2025 LEAD SERVICE LINE REPLACEMENTS	8,460.00	109328
591-544.000-930.990	CONTRACTED LSL REPLACEMENTS	RJT CONSTRUCTION CO.	FYE 2025 LEAD SERVICE LINE REPLACEMENTS	10,752.50	109328
		Total For Dept 544.000 D	ISTRIBUTION	20,217.56	
Dept 545.000 PURIFICATION					
591-545.000-727.200	SUPPLIES - SODIUM HYPOCHLORITE	UNIVAR SOLUTIONS USA INC		3,827.98	109337
591-545.000-920.400	504558065 - 401 HILLSDALE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 401 HILLSDALE	42.52	951
591-545.000-930.000	STANDBY GENERATOR BATTERIES WTP	PERFORMANCE AUTOMOTIVE	STANDBY GENERATOR BATTERIES WTP	827.70	109320
		Total For Dept 545.000 P	URIFICATION	4,698.20	
		Total For Fund 591 WATER	FUND	239,006.51	
Fund 640 REVOLVING MOBILE					
Dept 443.000 MOBILE EQUIPM					
640-443.000-726.000	RAGS FOR SHOP	CINTAS CORPORATION	MATS, UNIFORMS AND SHOP RAGS FOR DPS	5.00	109283
640-443.000-726.000	FCT CONNECTOR FOR SHOP	GELZER HJ & SON INC	FCT CONNECTOR FOR SHOP	15.58	109294
640-443.000-726.000			N(ACETYLENE SMALL, IND GAS MEDIUM FOR DPS	80.28	109324
640-443.000-730.000	REPAIRS MADE ON TRUCK #7 - PART	PARNEY'S CAR CARE, LLC	REPAIRS MADE ON TRUCK #7 - PART 2	485.53	109318
		Total For Dept 443.000 M	OBILE EQUIPMENT MAINTENANCE	586.39	
		Total For Fund 640 REVOL	VING MOBILE EQUIP. FUND	586.39	

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DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE EXP CHECK RUN DATES 09/12/2024 - 09/12/2024

BOTH JOURNALIZED AND UNJOURNALIZED

PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund Totals:

Fund 101 GENERAL FUND	108,877.23	
Fund 202 MAJOR ST./TRUNF	1,172.00	
Fund 203 LOCAL STREET FU	277,742.37	
Fund 204 MUNICIPAL STREE	51,500.00	
Fund 208 RECREATION FUNI	2,254.22	
Fund 271 LIBRARY FUND	2,479.70	
Fund 401 CAPITAL IMPROVE	6,750.00	
Fund 481 AIRPORT IMPROVE	37,662.93	
Fund 582 ELECTRIC FUND	124,244.16	
Fund 588 DIAL A RIDE	962.26	
Fund 590 SEWER FUND	210,544.16	
Fund 591 WATER FUND	239,006.51	
Fund 640 REVOLVING MOBII	586.39	

Total For All Funds:

1,063,781.93

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CITY COUNCIL MINUTES

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

Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Adam 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

Anthony Vear, Ward 1 Cynthia Pratt, Ward 2 William Morrisey, Ward 2 Bruce Sharp, Ward 3 Gary Wolfram, Ward 3 Joshua Paladino, Ward 4 Robert Socha, Ward 4

Council Members absent: R Greg Stuchell, Ward 1

Also Present: David Mackie (City Manager), Attorney Tom Thompson, Katy Price (City Clerk), Jason Blake (DPS Director), Jake Hammel (BPU Electric Superintendent), Brandon Janes (IT), Ginger Moore (Airport Manager), Doug Ingles, Ray Briner, Hilary Hoose, Kelly Badra, Mark Nichols, Shannon Gainer, Scott Playford.

Approval of Agenda

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

All ayes. Motion carried.

Public Comment

Ray Briner, 73 E Sharp St., commented on Fair parade and costs associated with it.

Shannon Gainer, Ward 4, commented on the Airport and Special Assessment Districts.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of August 29, 2024: \$1,582,288.22
 - 2. Payroll of August 29, 2024: \$194,293.06
- B. City Council Minutes of September 3, 2024
- C. ZBA Minutes of August 14, 2024
- D. Finance Minutes of September 2, 2024
- E. Investment Report as of June 30, 2024
- F. Fair Parade and Parking Restrictions
- G. Traffic Control Order Train Events
- H. Leaking Load Tap Changer Repair
- I. Failed Reclosers Replacement
- J. Union St. Substation Transformer Bushing Replacement
- K. Hillsdale County Fairgrounds Parade/Fair Agreement

Council discussion on the investment ensued.

Council and Attorney discussion on the fair parade (fees) along with special events ordinance and resolution followed.

Motion by Councilman Socha, support by Councilman Wolfram, to move Consent Agenda item K. Hillsdale County Fairgrounds Parade/Fair Agreement to New Business D.

All ayes. Motion carried.

Motion by Councilman Morrisey, supported by Councilman Vear to approve the Consent Agenda as amended.

Roll Call:

Councilman Paladino	Aye
Councilman Sharp	Aye
Councilman Socha	Aye
Councilman Vear	Aye
Councilman Wolfram	Aye
Mayor Stockford	Aye
Councilman Morrisey	Aye
Councilwoman Pratt	Aye

Motion passed 8-0

Communications/Petitions

- A. Airport Community Benefits Assessment Report
- B. 2024 City Bow Hunting Program
- C. Leaf & Brush Collection Schedule
- D. Newsletter
- E. Hillsdale County Commissioner Update Doug Ingles

Hilary Hoose, MDOT Aero, reviewed the Airport Community Benefits Report.

Doug Ingles, County Commissioner reported he attended the House Tour of new homes in the Three Meadows area. Courthouse reconstruction is wrapping up targeted completion is November 15th. Budget season for the County has started. Lifeways announce new building at the corner of Industrial Drive and Beck Road.

Introduction and Adoption of Ordinances/Public Hearings

A. Street Plan Amended Ordinance - Ordinance to Vacate Streets

Following a public hearing at its regular meeting held on Tuesday, Sept. 3, 2024, pursuant to Section 7.6 of the City Charter of the City of Hillsdale and Section 256 of the Michigan Land Division Act (MCL 560.256), the Hillsdale City Council adopted a resolution to vacate part of E. Galloway Street between Hillsdale Street and West Street, and to vacate the south 203 feet of Summit Street. Section 30-121 of the Hillsdale Municipal Code requires that the vacated portions of streets and alleys shall be eliminated from the City's street plan map by ordinance, which shall amend the map.

Motion by Council Member Socha, seconded by Council Member Vear to adopt the ordinance to Vacate E. Galloway Drive and vacate the south 203 feet of Summit Street. **Ordinance 2024-09.**

Roll Call:

Councilman Paladino	Aye
Councilman Sharp	Aye
Councilman Socha	Aye
Councilman Vear	Aye
Councilman Wolfram	Abstain
Mayor Stockford	Aye
Councilman Morrisey	Abstain
Councilwoman Pratt	Aye

Motion passed 6-0, 2 abstained

Old Business

New Business

A. Certification of Abandoned Property for Accelerated Forfeiture Act – Resolution

The schedule for foreclosure of tax delinquent real property under the provisions of the General Property Tax Act is as follows:

March 1, 2025- Unpaid 2024 Summer & Winter taxes returned to county treasurer as delinquent March 1, 2026- Properties with 2024 or prior taxes remaining unpaid are forfeited to the county treasurer (subject to redemption by payment of taxes & fees)

March 1, 2027- Properties with 2024 or prior taxes remaining unpaid are subject to foreclosure proceedings.

Public Act 132 of 1999, the Certification of Abandoned Property for Accelerated Forfeiture Act (Michigan Compiled Law Sections 211.961-211.966) allows for cities, villages and townships to certify property as abandoned for the purpose of accelerating the property tax forfeiture and foreclosure process under the provisions of the General Property Tax Act.

Motion by Councilman Socha, support by Councilman Morrisey, to approve the Certification of Abandoned Property for Accelerated Forfeiture Act resolution as presented. **Resolution 3616.**

Roll Call:

Councilman Sharp	Aye
Councilman Socha	Aye
Councilman Vear	Aye
Councilman Wolfram	Aye
Mayor Stockford	Nay
Councilman Morrisey	Aye
Councilman Paladino	Nay
Councilwoman Pratt	Nay

Motion passed 5-3

B. Proposed 2025 Special Assessment District- Arch Ave., Monroe St., Barry St.

Motion by Council Member Morrisey, seconded by Council Member Vear to direct the City Engineer to develop plans, specifications and cost estimates for submittal to City Council on or before December 9, 2024 for consideration of establishment of SAD's for Arch Ave., Monroe and Barry Streets.

Roll Call:

Councilman Socha	Nay
Councilman Vear	Aye
Councilman Wolfram	Aye
Mayor Stockford	Nay
Councilman Morrisey	Aye
Councilman Paladino	Nay
Councilwoman Pratt	Nay
Councilman Sharp	Aye

Motion failed 4-4

C Chipper Replacement – BPU/DPS

The DPS Department's current chipper, 2006 Vermeer Brush Chipper, purchased new in 2006 is scheduled to be replaced in the 24/25 fiscal year. Over the last ten year both Dept's. (BPU and DPS) has utilized the DPS chipper due to the BPU's chipper needing replacement. Staff has determined that the cost of purchasing a new chipper could be split with the Board of Public Utilities.

Due to trade in value, condition, increase cost of maintenance the DPS chipper would be utilized as a backup machine if needed during storms, tree projects etc. and would allow BPU to remove their current chipper from their fleet, if they chose to do so. Both units would be stored at DPS but be available for BPU as needed.

Both departments were able to demo all three quoted units, with staff finding the Vermeer chipper to be the most operator friendly as it is not a big change from DPS's current unit. Many wear items on the new Vermeer are interchangeable with our current Vermeer chipper. Due ease and cost of maintenance, safety and durability were considered in staff's recommendation. Quotes obtained were obtain with state contact pricing from MiDeal and Sourcewell:

Vermeer - \$85,988.17 Mobark - \$77,045.00 Bandit - \$69,100

This expenditure was budgeted at \$93,000

Council discussion ensued on price and warranty.

Motion by Councilman Sharp, support by Councilman Vear, to approve the purchase of \$85,988.17 from Vermeer.

Roll Call:

Councilman Sharp	Aye
Councilman Socha	Aye
Councilman Vear	Aye
Councilman Wolfram	Aye
Mayor Stockford	Aye
Councilman Morrisey	Aye
Councilman Paladino	Aye
Councilwoman Pratt	Aye

Motion passed 8-0

D. Hillsdale County Fairgrounds Parade/Fair Agreement

The Hillsdale County Fairgrounds has requested use of Howell St., E. Bacon St., McCollum St., Midtown Alley, E South St., and Midtown Lot (Lot C) in order to hold its annual Fair Parade, and the closure of Sharp Street and no parking designation of various streets during the fair. Council approved TCO Numbers 2024-51 and 2024-52 at the September 16, 2024 Council Meeting as it pertained to the necessary street/parking lot closures and "no parking" designations.

Council discussion ensued on fees for the Fair parade.

Jason Blake, DPS Director reviewed the fees associated with the Fair parade and Fee for DPS labor and services for the Fair as a whole. Blake mentioned the Fairgrounds was given a 50% reduction which would be \$2,161.18 fair parade and addition \$664.14 for fair DPS labor, services and permitting.

Attorney Thompson stated that the resolution 3585 noted the Fair parade would be given a 50% reduction in fees that Council adopted on January 16, 2024.

Councilman Socha is concerned that events are moving to fairgrounds because of costs he would be in favor of the fair parade to be exempt from fees for the year as it is listed as a Veteran's Day Parade.

Motion by Councilman Socha, seconded by Councilman Wolfram to accept the Fair parade as the

City Veteran's Day Parade and waive fees.

Roll Call:

Councilman Wolfram	Aye
Mayor Stockford	Aye
Councilman Morrisey	Aye
Councilman Paladino	Aye
Councilwoman Pratt	Aye
Councilman Sharp	Nay
Councilman Socha	Aye
Councilman Vear	Aye

Motion failed 7-1

Miscellaneous Reports

A. Proclamations – 2024 Public Power Week, Constitution Week 2024

Mayor Stockford read proclamations aloud.

- B. Appointment- None
- C. Other-None

General Public Comment

Shannon Gainer, 134 S. Howell St., commented on vacation of street and special assessments, fair parade and veteran's celebration at the fairgrounds.

Ray Briner, 73 E. Sharp St., commented on the Airport Fly-in event.

James Thomas, 2200 Barr St., commented on reassessing the Miller driveway situation on Lake St.

City Manager Report

Keefer House Hotel construction and column structure issues.

87% summer taxes collected.

Public Power week coming up. Breast Cancer Awareness competition.

Audit work is done and presentation will be December 2, 2024.

Define Benefit Plans closed out from MERS plans. (Treasurer and City Manager)

CDBG Project one component needed to be finished waiting on control panel for station. Finally received and will be completed shortly.

Earth work has started on the ALDI Store property.

Three Meadows home property tour was successful.

DART advertising package has gone out to business.

Council Comment

Councilman Socha, stated he would like to have discussion on no votes from Council. Special Assessment District item didn't have council discussion before it went to a vote. Socha had abstaining questions for Attorney.

Mayor Stockford mentioned discussion of fees and costs have been difficult.

Councilman Sharp stated he attended the Home Property tour at Three Meadows and stated the City needs more housing. Sharp also spoke on the special assessment process.

Adjournment

Motion by Councilmember Socha, seconded by Councilmember Pratt to adjourn the meeting. By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:56p	p.m.		
Adam Stockford, Mayor	_		
Katy Price, City Clerk			

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: September 16, 2024

Time: 6:30 PM

PRESENT:

COMMITTEE: Gary Wolfram, Bruce Sharp, Will Morrisey

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

PUBLIC: None

BOARD OF PUBLIC UTILITIES AND CITY OF HILLSDALE ACCOUNTS PAYABLE

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE Questions asked on Invoice Distribution Report by Finance Committee:

Fund 101

Department 301: Access code to the computer

Fund 203

Department 460: Act 51 will pay

Fund 401

Department 756: Field of Dreams

Fund 582

Department 175: Install edging and stone on BPU building on Monroe Street

: GoNotify is App to notify residents of utility issues

Motioned by Sharp seconded by Morrisey to approve.

Motion passed 3-0.

Motioned by Sharp and seconded by Wolfram to adjourn.

Motion passed 3-0.

Adjournment 6:45 PM

Minutes prepared by Gary Wolfram

City of Hillsdale **Agenda Item Summary**

Meeting Date:

October 7, 2024

Agenda Item :

Consent

SUBJECT: 2024 Winter Tax Special Assessment Roll

BACKGROUND:

Peter Merritt, City Treasurer

Required annual report to Council for the Special Assessment Winter Tax Roll.

RECOMMENDATION:

No action required by Council



(517) 437-6441 • Fax: (517) 437-6448

I certify that the enclosed Special Assessment Roll for the 2024 Winter Tax Bills is correct.

City of Hillsdale Treasurer:

Phr K. Mundt

Peter K. Merritt

Special Assessment Roll

Roll for Year 2024 Population: All Records Special Population Parcels with Installments still Owed

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DB: Hillsdalecity-Specialasse

2021-1 30006-126-206-04 HILLCREST AREA ST SLONE, CHARLES L JR	2021-1 30006-126-206-03 HILLCREST AREA ST VANDYKE, LINSEY	2021-1 30006-126-206-02 HILLCREST AREA ST MORRISON, MATTHEW	2021-1 30006-126-205-07 HILLCREST AREA ST KINGSLEY, BRADLEY G	2021-1 30006-126-205-05 HILLCREST AREA ST MILLER, WARREN & DAWN	2021-1 30006-126-205-03 HILLCREST AREA ST STEVENS, HEATHER	2021-1 30006-126-205-02 HILLCREST AREA ST MORIARTY, JOHN E & SOPHIA	2021-1 30006-126-204-16 HILLCREST AREA ST MARTIN, MARK STEVEN	2021-1 30006-126-204-05 HILLCREST AREA ST BRUNS, JACOB A & CHRISTINA	2021-1 30006-123-476-04 HILLCREST AREA ST WILLOUGHBY, CHRISTIAN	2021-1 30006-123-457-04 HILLCREST AREA ST BENZING, JOHN H	2021-1 30006-123-455-16 HILLCREST AREA ST MURNEN, KYLE J & COURTNEY E	2021-1 30006-123-455-06 HILLCREST AREA ST KEAR, ADAM JARET & KIMBERLY NICOLE	2021-1 30006-123-455-03 HILLCREST AREA ST ANDALORO, LORI LYNN	2021-1 30006-123-453-09 HILLCREST AREA ST DOW, RACHAEL ANNE	2021-4 30006-123-152-10 WILLIAMS CT STREE MARCH, HAROLD & PATRICIA	2021-4 30006-123-152-05 WILLIAMS CT STREE AEMISEGGER, MISTY	2021-4 30006-123-151-17 WILLIAMS CT STREE ANDERSON, RAY V	2021-4 30006-123-151-08 WILLIAMS CT STREE TUCKER, TERRI	Sp. District Parcel # Heading Owner
315.92 0.00	315.92 0.00	315.92 0.00	315.92 0.00	315.92 0.00	315.92 0.00	315.92 0.00	315.92 0.00	315.92 L 0.00	315.92 0.00	315.92 0.00	315.92 0.00	315.92 NICOLE 0.00	315.92 0.00	315.92 0.00	394.03	394.03	394.03	394.03	Principal Admin Fee
151.64	131.55	151.64	151.64	151.64	151.64	151.64	151.64	151.64	151.64	150.50	151.64	151.64	151.64	151.64	189.13	189.13	165.49	189.13	Interest Penalty
																			Addtl Penlty Cert Fee
467.56	447.47	467.56	467.56	467.56	467.56	467.56	467.56	467.56	467.56	466.42	467.56	467.56	467.56	467.56	583.16	583.16	559,52	583.16	Total
2,527.32 164.28	2,192.44 142.51	2,527.32 164.28	2,527.32 164.28	2,527.32 164.28	2,527.32 164.28	2,527.32 164.28	2,527.32 164.28	2,527.32 164.28	2,527.32 164.28	2,508.37 163.04	2,527.32 164.28	2,527.32 164.28	2,527.32 164.28	2,527.32 164.28	3,152.20 204.89	3,152.20 204.89	2,758.17 179.28	3,152.20 204.89	Prin Bal Payoff Int
2,691.60	2,334.95	691.	2,691.60	2,691.60	2,691.60	2,691.60	2,691.60	2,691.60		2,671.41	2,691.60	2,691.60	2,691.60	2,691.60	3,357.09	3,357.09	2,937.45	3,357.09	Total

Special Assessment Roll

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Roll for Year 2024 Population: All Records Special Population Parcels with Installments still Owed

22-06 30006-334-229-02 MORRY/LYNWOOD/S H BROOKS, JOHN F & VERONICA M	22-06 MORRY/LYNWCOD/S H DERR, DARRELL	22-06 30006-334-228-02 MORRY/LYNWCOD/S H WOOD, DEBORAH J ETAL	22-06 30006-334-210-36 MORRY/LYNWOOD/S H HELTON, DONALD D	22-06 30006-334-210-35 MORRY/LYNWOOD/S H MOREHEAD, BARBARA J	22-06 30006-334-210-34 MORRY/LYNWOOD/S H ROTH, ISAAC R	22-06 30006-334-210-05 MORRY/LYNWOOD/S H PALACIOS, TIMOTHY R SR & JUDIE K	22-06 30006-334-207-05 MORRY/LYNWOOD/S H KEIL, KATHRYN E	22-06 30006-334-207-04 MORRY/LYNWOOD/S H ELLIOTT, FRANCIS B	22-06 30006-334-206-04 MORRY/LYNWOOD/S H REYNOLDS, AMBER	22-06 MORRY/LYNWOOD/S H PACHOUD, JEROME E & LYNNE M	22-06 30006-334-205-10 MORRY/LYNWOOD/S H GRANT, MARGARET L	22-06 30006-334-204-20 MORRY/LYNWOOD/S H SANBORN, JOSHUA L	22-06 30006-334-204-19 MORRY/LYNWOOD/S H HART, BERNIECE	22-06 30006-334-204-16 MORRY/LYNWOOD/S H MURRAY, JAMES D & PATSY MARGARET	22-06 30006-334-204-15 MORRY/LYNWOOD/S H MURRAY, JAMES D & PATSY MARGARET	2021-2 30006-126-202-06 RIVERDALE AREA ST HOCKENSMITH, ASHLEY N	2021-2 30006-126-201-04 RIVERDALE AREA ST LAYCOCK, DOUGLAS KERRY	2021-1 30006-126-226-02 HILLCREST AREA ST PAWLOSKI, TAYLOR	Sp. District Parcel # Heading Owner
500.00	180.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	450.00	390.00	500.00	500.00	500.00	315.92	Principal Admin Fee
238.20	0.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	216.00	187.20	240.00	240.00	240.00	151.64	Interest Penalty
																			Addtl Penlty Cert Fee
738.20	180.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	666.00	577.20	740.00	740.00	740.00	467.56	Total Installment
3,970.00 258.05	3,180.00 206.70	4,000.00 260.00	4,000.00 260.00	4,000.00 260.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00 260.00	4,000.00	4,000.00	3,600.00 234.00	3,120.00	4,000.00 260.00	4,000.00 260.00	4,000.00 260.00	2,527.32 164.28	Prin Bal Payoff Int
4,228.05	3,386.70	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	3,834.00	3,322.80	4,260.00	4,260.00	4,260.00	2,691.60	Total Payoff

Special Assessment Roll

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Roll for Year 2024 Population: All Records Special Population Parcels with Installments still Owed

22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-06 MORRY/LYNWOOD/S H	22-06 MORRY/LYNWOOD/S H	22-06 MORRY/LYNWOOD/S H	22-06 MORRY/LYNWOOD/S H	22-06 MORRY/LYNWOOD/S H	22-06 MORRY/LYNWOOD/S H	22-06 MORRY/LYNWOOD/S H	22-06 MORRY/LYNWOOD/S H	22-06 MORRY/LYNWOOD/S H	22-06 MORRY/LYNWOOD/S H	YNWOOD/S H	Sp. District Heading
30006-227-151-44 GEHRKE, JASON MATTHEW & ERIKA	30006-227-151-43 RICKETTS, MARTIN W	30006-227-151-38 BREWER, JONATHAN C	30006-227-151-30 SWICK, ROBERT S JR & DEBRA S	30006-227-151-26 BUI, HIEN & THANH TRAN	30006-227-151-25 BAYS, BRITTANY T	30006-227-151-19 BLACKHAM, BRADLEY W	30006-227-151-16 DENSMORE, CATHY M IRA #711710	30006-435-101-16 I PRESTON, DOUGLAS G II & NANCY AC	30006-435-101-14 H TODD, GREGORY	30006-435-101-13 CARPENTIER, JEREMY K	30006-435-101-12 I LOREN, MATTHEW L	30006-435-101-06 TAPPEN, DAVID D	30006-435-101-02 FRISTIK, DAVID R JR	30006-334-231-17 [BADE, ROBERT	30006-334-231-07 B & B INVESTMENTS LLC	30006-334-230-12 H NEUKOM, ALBERT JR/HERBENER, LYNN	30006-334-230-11 NEUKOM, ALBERT JR/HERBENER, LYNN	30006-334-229-03 GOCHANOUR, HEIDI	Parcel #
500.00	500.00	250.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	195.00	500.00	500.00	Principal Admin Fee
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	93.60	240.00	240.00	Interest Penalty
																			Addtl Penlty Cert Fee
500.00	500.00	250.00	500.00	500.00	500.00	500.00	500.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	288.60	740.00	740.00	Total Installment
5,000.00	5,000.00	2,500.00 12.50	5,000.00	5,000.00 25.00	5,000.00 25.00	5,000.00 25.00	5,000.00	260.00	4,000.00	4,000.00 260.00	4,000.00 260.00	4,000.00 260.00	4,000.00	4,000.00 260.00	4,000.00	1,560.00	4,000.00 260.00	4,000.00	Prin Bal Payoff Int
5,025.00	5,025.00	2,512.50	5,025.00	5,025.00	5,025.00	5,025.00	5,025.00	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	4,260.00	1,661.40	4,260.00	4,260.00	Total Payoff

Special Assessment Roll

Page: 4/5
DB: Hillsdalecity-Specialasse

Roll for Year 2024
Population: All Records

Special
Population
Parcels
with
Installments
still (
Owed

2024-8 ST JOE & GRISWO	2024-8 ST JOE & GRISWOLD	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	22-07 WESTWOOD AREA	Sp. District Heading
30006-426-326-07 GRISWOLD JOHNSON, SCOTT D & KATHY A	30006-426-326-03 DLD SALVATION ARMY	30006-227-179-11 SCHIMAN, DAVID A & TRACY A	30006-227-179-04 BARBER, DAWN	30006-227-178-20 BEILFUSS, DARLENE J	30006-227-178-19 ZEISER, WILLIAM G	30006-227-178-05 ORTIZ, ZENON & ANDREA	30006-227-178-01 WISELEY, SCOTT A & JOANNA J	30006-227-177-08 CASPAR, TIMOTHY W & KATY M	30006-227-177-01 STEWART, JEFFREY D & DEANN M	30006-227-176-02 LIFEWAYS	30006-227-153-08 HINGA, MATTHEW & CARRIE	30006-227-152-45 FOUST, JONATHAN & AUDREY	30006-227-152-26 DUBOIS, DAVID & MARCIA	30006-227-152-25 SORRELL, STEPHANIE	30006-227-152-15 MALONE, TYRONE & TYUS, EVA	30006-227-152-14 MILLER, MATTHEW D	30006-227-152-06 MORE, KIMBERLY ANN	30006-227-152-04 DE LEON, JASON L & ERIN L	Parcel # Owner
500.00	300.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	200.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	Principal Admin Fee
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Interest Penalty
																			Addtl Penlty Cert Fee
500.00	300.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	200.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	Total Installment
5,000.00 25.00	3,000.00	5,000.00 25.00	5,000.00 25.00	5,000.00 25.00	5,000.00 25.00	5,000.00 25.00	5,000.00 25.00	5,000.00 25.00	4,700.00 23.50	5,000.00 25.00	5,000.00 25.00	5,000.00 25.00	5,000.00 25.00	5,000.00 25.00	5,000.00	5,000.00	5,000.00 25.00	5,000.00 25.00	Prin Bal Payoff Int
5,025.00	3,015.00	5,025.00	5,025.00	5,025.00	5,025.00	5,025.00	5,025.00	5,025.00	4,723.50	5,025.00	5,025.00	5,025.00	5,025.00	5,025.00	5,025.00	5,025.00	5,025.00	5,025.00	Total Payoff

Special Assessment Roll

Roll for Year 2024 Population: All Records Special Population Parcels with Installments still Owed

Page: 5/5
DB: Hillsdalecity-Specialasse

Total Parcels: 93	2024-8 30006-435-202-13 ST JOE & GRISWOLD WATKINS OIL CO INC	2024-8 30006-435-202-11 ST JOE & GRISWOLD DRAPER, SCOTT L	2024-8 30006-435-202-10 ST JOE & GRISWOLD D&B OIL CO	2024-8 30006-435-202-01 ST JOE & GRISWOLD COLLAR, BRYCE WELLS	2024-8 30006-435-127-15 ST JOE & GRISWOLD SAGER, AMANDA	2024-8 30006-435-127-03 ST JOE & GRISWOLD RUTLEDGE, DERRICK	2024-8 ST JOE & GRISWOLD RUTLEDGE, DERRICK & CRISSI	2024-8 30006-426-377-11 ST JOE & GRISWOLD PHIPPS, PAMELA	2024-8 30006-426-377-10 ST JOE & GRISWOLD SAXTON, SAMUEL L & GRACE I ESTATE	2024-8 30006-426-377-09 ST JOE & GRISWOLD MCGEE, TERRA L	2024-8 30006-426-377-08 ST JOE & GRISWOLD MILLER, JAMES G ETAL	2024-8 30006-426-326-29 ST JOE & GRISWOLD HOFFMAN, KLARISSA	2024-8 ST JOE & GRISWOLD YAP, ZACHARY & JACQUELINE	2024-8 ST JOE & GRISWOLD CLARK, IAN M & SARA	2024-8 30006-426-326-15 ST JOE & GRISWOLD STATEN, CHRISTOPHER A & MICHELLE	2024-8 30006-426-326-13 ST JOE & GRISWOLD BEACH, RODNEY S & BARBARA B	2024-8 30006-426-326-08 ST JOE & GRISWOLD DAVIS, CHRISTOPHER SCOTT	Sp. District Parcel # Heading Owner
41,275.84 0.00	500.00	470.00	500.00	500.00	500.00	210.00	500.00	500.00	500.00 0.00	500.00	500.00	500.00	500.00	500.00	500.00 L 0.00	500.00	500.00	Principal Admin Fee
9,632.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Interest Penalty
																		Addtl Penlty Cert Fee
50,908.73	500.00	470.00	500.00	500.00	500.00	210.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	Installment
11,702.37	5,000.00	23.50	25.00	25.00	5,000.00	2,100.00	5,000.00 25.00	5,000.00	25.00	25.00	25.00	5,000.00	5,000.00 25.00	5,000.00	5,000.00 25.00	5,000.00 25.00	25.00	Prin Bal Payoff Int
00.400.40	5,025.00	4, 123.30	S 10 00 00 00 00 00 00 00 00 00 00 00 00	n ()	n 0,000	2,110.50	5,025.00	5,025.00				n 0,000 000 000 000 000 000 000 000 000	5,025.00	5,025.00	5,025.00	5,025.00	0,020.00	Total Payoff

v.1.0.9007.37421

City of Hillsdale

Agenda Item Summary

Meeting Date:

October 7, 2024

Agenda Item:

Consent Agenda

Subject:

Street Closure, Hillsdale College Homecoming

Background:

Hillsdale College has requested the closure of E. College Street between Union Street and Oak Street to include pedestrian access for their annual Homecoming Tailgate. Closure is on October 12, 2024 from 9:00 a.m. till 10:00 p.m.

Recommendation:

Approval is recommended as this is an annual event.

Lett A. Hy

Scott A. Hephner

Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER 2024-56

Pursuant to the applicable provisions of the Uniform Traffic Code for Cities, Townships, and Villages this traffic control order is hereby issued. All traffic control devices shall comply with mandates set forth according to the Michigan Manual of Uniform Traffic Control Devices as issued by the Michigan Department of Transportation.

Temporary closure of the Right of Way and Pedestrian Access on E. College Street, between Union Street and Oak St. on Saturday, October 12, 2024 from 9:00 a.m. – 10:00 p.m. for Hillsdale College Homecoming Tailgate.

Tailgate. This Traffic Control Order shall have immediate effect as a temporary Traffic Control Order and shall become a permanent Traffic Control Order upon approval by the Hillsdale City Council. Lett A. Agli Chief of Police Received for filing in the office of the City Clerk at _____ p.m. on the _____ day of , 2024. City Clerk Date RESOLUTION # IT IS HEREBY RESOLVED that effective immediately the above Traffic Control Order is made permanent. Passed in open Council this _____day of ______, 2024. Adam L. Stockford, Mayor Attest:

Katy B. Price, City Clerk



September 13, 2024

Chief Scott A. Hephner Hillsdale Police Department Hillsdale City Hall Hillsdale, MI 49242

Dear Chief Hephner,

Hillsdale College would like to close the Right of Way and Pedestrian Access on College Street, between Union Street and Oak Street on Saturday, October 12 from 9 am until 10 pm for Homecoming Tailgate and a soft closure for the parade, with police assistance at the intersection of E. College Street and Hillsdale Street. Traffic will be routed South along Union Street, then East along Fayette Street, and North on Oak Street. Proper signage and barricades will be used.

If you have any questions, please call me at 517-607-2597. Thank you for your assistance.

Thank you for your assistance.

Respectfully submitted,

John/T. Wilmer
Director of Security

JTW/ajs

Received by		
Date		
Amount Rec'		
Check #		
Permit#		



CITY OF HILLSDALE

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

		37-6490	3				
TYPE: APPLICATION FOR PERMIT APPLICATION FOR BLANKET ANNUAL F REQUEST TO COMMENCE WORK	PERMIT	Post a copy of the Permit on-site					
Hillsdale College Security 9/	13/2024	Student Activities	9/13/2024				
· · · · · · · · · · · · · · · · · · ·	ate	Contractor's Name	Date				
33 E. College St Mailing Address		Mailing Address					
Hillsdale, MI 49242		Hillsdale, MI 49242					
City State 517-607-2597	Zip Code	City State 517-607-2597	Zip Code				
Telephone Number		Telephone Number					
DESCRIPTION OF WORK OR USE: Assisted temporary closure to hold a homecoming parade starting at intersection N W. LOCATION: (Drawing to be provided) Traffic account to poor from the police							
Traffic assistance from the polic FACILITIES, STRUCTURES, OR EQUIPMENT							
Stadium III Barricades and Pedestrian			dvanced warning signs				
TIME PERIOD:							
COMMENCING DATE: 10/12/24	TIME: 9:00	AM ENDING DATE: 10/12/24	TIME: 10:00 PM				
THE FOLLOWING MUST BE SUBMITTED PRICE	R 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	Sett A. Hegle
Chief of Police Comments:	Chief of Police
Bond Received \$	Fee Received \$
	City Clark

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: jhammel@cityofhillsdale.org

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

tl	nis certificate does not confer rights	o the	certi	ificate holder in lieu of su						
PRO	DUCER				CONTACT	į.				
	ted Risk Strategies, Inc.				PHONE (A/C, No,	Ext): (517) 4	39-1501	FAX (A/C, No)	:	
	N. Broad Street sdale, MI 49242				E-MAIL ADDRESS	.contact@	estedrisk			
					7.12.27.12.03			RDING COVERAGE		NAIC#
					INCLIDED			e, A Reciprocal Risk Retention	Group	10020
INICI	JRED		_		INSURER B : Greenwich Insurance Co			22322		
IIVO					INSURER C : XL Specialty Insurance Company				37885	
	Hillsdale College 33 E College Street									37003
	Hillsdale, MI 49242-1205				INSURER					
					INSURER E :					
		-2014V-110			INSURER	INSURER F:				
				E NUMBER:	property and contract the			REVISION NUMBER:		
11	HIS IS TO CERTIFY THAT THE POLIC NDICATED. NOTWITHSTANDING ANY I CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	REQU PER	IREMI	ENT, TERM OR CONDITIO THE INSURANCE AFFOR	N OF AN	IY CONTRAC	CT OR OTHER IES DESCRIB	R DOCUMENT WITH RESF ED HEREIN IS SUBJECT	PECT TO	WHICH THIS
INSF			SUBR			POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
A	X COMMERCIAL GENERAL LIABILITY	טפאוו	WVD			maryyri I I I I	THE PROPERTY.	EACH OCCURRENCE	s	1,000,000
52	CLAIMS-MADE X OCCUR			U75-85D		11/1/2023	11/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	1,000,000
	SEAMO-MADE A SCOOK			070-000		111112020	111112024	132		5,000
	-							MED EXP (Any one person)	\$	Included
	<u></u>							PERSONAL & ADV INJURY	\$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	Included
	X POLICY PRO-							PRODUCTS - COMP/OP AGG	\$	meradea
	OTHER:	-						COMPINED ON OLE LIMIT	\$	4 000 000
В	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO			CA RAC9438218		10/16/2023	10/15/2024	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per acciden) \$	
	X HIRED ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONET								s	
Α	UMBRELLA LIAB X OCCUR	1	1					EACH OCCURRENCE	\$	20,000,000
1950	X EXCESS LIAB CLAIMS-MAD	=	1	U75-85D		11/1/2023	11/1/2024	AGGREGATE	\$	20,000,000
	4 000 00							AGGREGATE	s	
С		1	+					X PER OTH-	1	
٠	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		1	WC RWC3001827		10/16/2023	10/15/2024		1.	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA		TTO KITOGOOTOZI	10/10/2023 10/13		10/10/2021	E.L. EACH ACCIDENT	\$	1,000,000
		1						E.L. DISEASE - EA EMPLOYE		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		_					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DE	SCRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES (ACOR	D 101, Additional Remarks Sched	lule, may be	attached if mo	re space is requi	red)		
CE	ERTIFICATE HOLDER				CANC	ELLATION				
	Hillsdale College 33 E. College Street Hillsdale, MI 49242				AUTHOR	EXPIRATIO ORDANCE W	N DATE THE POLICE	DESCRIBED POLICIES BE HEREOF, NOTICE WILL CY PROVISIONS.	CANCE BE D	LLED BEFORE ELIVERED IN
	121				1 Ch	is S	an an			

City of Hillsdale Agenda Item Summary

Meeting Date: October 7, 2024

Agenda Item: Consent

SUBJECT: Best Source Justification - GameTime Equipment Purchase

BACKGROUND: Michelle Loren, Recreation Director

The Hillsdale Exchange Club is preparing for Phase II of the Waterworks Renovation Project. As they did for Phase I, they have elected to use GameTime as the play equipment vendor. The piece of equipment they have chosen is \$20,260.88 which would, under normal circumstances, require the City to go out for bid. However, because the equipment is being provided by Exchange Club as a donation, the bid process is not required and the equipment can be purchased through the donor's vendor of choice. This requires the City to complete a Best Choice Justification form with City Manager and Council approval.

RECOMMENDATION:

I recommend Council approve the Best Source Justification and allow the Recreation Director to order the proposed play equipment from GameTime on behalf of Exchange Club for Phase II of the Waterworks Renovation Project.



SOLE SOURCE / BEST SOURCE JUSTIFICATION

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

Vendor: GameTime
Amount: \$20,260.88
Department: Recreation
Date: October 7, 2024
☐ Sole Source – A single vendor is uniquely qualified to meet the City's procurement objective.
Provide an explanation of the need that has to be fulfilled, focusing on the requirements (not a description of the product or service, which satisfies that need). Why is this vendor the only one that can fulfill the need identified? Describe the unique aspects of their product or service or attach letter from vendor:
Check appropriate reason below:
☐ This is a product manufactured by a single vendor.
☐ This product or service is sold only through this single distributor.
☐ This service is unique to a single organization.
An unusual or compelling urgency exists (explain below).

What activities have already occurred prior to submitting this request? Discuss what other products and services in the market were reviewed and why they didn't fulfill the need. Have you already evaluated products or services available on the market and then made a determination that this product or service is the only one that meets your need? Has the vendor already done any work related to this project or purchase?



Best Source – Does the need meet one of the following "best source" definitions instead of the sole source definition referenced above (explain below):
• The product or service must match or be compatible with current equipment or services; or
 It would not be economically feasible for another vendor to provide the product or service needed; or
GameTime offers a 50% matching grant.
 A single vendor is uniquely qualified to fulfill the City's need; or
This project is being led by Hillsdale Exchange Club as Phase II of a 3-phase renovation of Waterworks Park as a donation to the City of Hillsdale. Exchange opted to work with GameTime for Phase I of the renovation and chooses to use them as they continue the project.
An unusual or compelling urgency exists.
Signature Date 10/01/2024
Michelle Loren
APPROVAL: City Manager Date 10-3-2024
David Mackie

"Snow Globe" Playground Equipment Install Project

ltem	Description		Cost	
1	Unload Delivery	\$100	DPS	
	Excavate, grade and prep site		\$3,202.20	DPS
	Concrete boarder install		\$2,500	Exhange
4	Concrete boarder material		\$1,000	Exhange
	Certified rubber mulch		\$4,000	Exhange
	Rubber mulch delivery fee		\$0.00	Exhange
	Rubber mulch installation		\$750.00	DPS
	Geotextile Fabric		\$165	Exhange
9	Peastone/gravel		\$625	Exhange
	Peastone/gravel delivery and install	\$550	DPS	
	Site restoration, labor and equipment	\$1,500	DPS	
	Site restoration, materials	\$600	DPS	
	Installation of playground supports	\$1,000	DPS	
	Playground support materials	\$1,200	Exhange	
	Playground equpment assembly		\$1,200	Exhange
	Impact Mats		\$500	Exhange
	Purchase of playground equipment	18,001.68	Exhange	
	Material Surcharge			
	9 Freight		\$2,259.20	Exhange
	1	Total	\$39,153	Total
			(\$8,902)	DPS
			\$30,251	Exchange

GameTime c/o Sinclair Recreation 176 E Lakewood Blvd Holland, MI 49424 Ph: 800-444-4954 Fax: 616-392-8634

GameTime Equipment - Grant Check with Order

Ship to Zip 49242

CITY OF HILLSDALE Attn: Michelle Loren 97 N. BROAD ST. HILLSDALE, MI 49242 United States Phone: 517-437-6457 Fax:517-437-2944

mloren@ci.hillsdale.mi.us

Quantity	Part#	Description	Unit Price	Amount
1	RDU	GameTime - PT23018 - Snow Globe	\$32,403.00	\$32,403.00
		(2) 12023 3 1/2" Uprt Ass'Y Alum 8'		
		(4) 12025 3 1/2" Uprt Ass'Y Alum 10'		
		(4) 12026 3 1/2" Uprt Ass'Y Alum 11'		
		(2) 18200 36" Sq Punched Deck P/T 1.3125		
		(1) 18679 Bongos		
		(1) 19002 Single Gizmo Panel		
		(1) 19215 Rung Enclosure W/ Steering Wheel		
		(2) 19367 Talk Tube Ground Level		
		(1) 19755 Wiggle Climber Attachment		
		(1) 19790 Dbl Swerve Zip 4'-6"/5'		
		(1) 19882 Hi Line Climb Link 1 Deck 1' Rise		
		(1) 19891 Trillium Climber 5'-0" & 5'-6"		
		(1) 19919 Modern Transfer w/Guardrail 3' Rise		
			Sub Total	\$32,403.00
			Grant	(\$14,401.32)
			Freight	\$2,259.20
K 21 32			Total	\$20,260.88

Comments SUPPLY ONLY

Matching Grant Funds are available until October 25th, 2024 at 12PM EST **or** until Grant funds are no longer available. Approved grant application is required. To receive full grant funding, a check of \$20,260.88 **must be received at the time of order.**

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

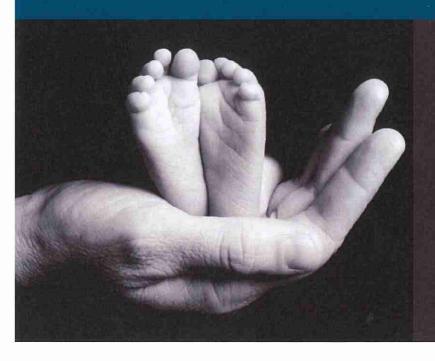




Snow Globe

Snow Globe is an exciting PrimeTime play system designed for children ages 5-12. This unit features our Gizmo Panel and Talk Tubes to encourage sensory play. The structure also incorporates two fast slides for additional play value.

Walk of Remembrance



Remembering Lives Gone Too Soon

Sunday, October 20, 1 pm Owens Park Pavilion, Baw Beese Lake

If you would like to participate in this years ceremony, please RSVP to Hillary Zimmerman, clinical nurse manager, at (517) 437-5280 by October 17 at noon. Each participant will have their loved one's name listed in the program and receive a red rose in their honor.



(517) 437-5280 hillsdalehospital.com



Citywide Hydrant Flushing to Begin October 6, 2024

HILLSDALE, Mich. — The Hillsdale Board of Public Utilities will begin its fall hydrant flushing program on Sunday, Oct. 6, 2024.

Crews will flush hydrants daily from 8 a.m. to 2 a.m. the next day, until the flushing program has been completed. Flushing the entire system is expected to take about a week.

What does "hydrant flushing" mean?

The hydrant network provides fire protection to homes and businesses. Keeping each hydrant in proper working order calls for regular maintenance. Each spring and fall, BPU performs a preventative action known as hydrant flushing, which verifies the system has adequate water flow. It also serves a secondary purpose in removing sediment that naturally accumulates in water mains. Flushing it out of the system helps uphold the high water standards the city strives to maintain.

Will I see a drop in water pressure due to the flushing?

Most customers will not see a drop in water pressure. If a change in water pressure occurs, it usually lasts for only a short time.

Will hydrant flushing in my area cause cloudiness or sediment in my water?

The flushing process can stir up sediments and minerals in the water mains, which could occasionally result in some short-term cloudy water conditions. The temporary discoloration only affects the appearance of the water and does not pose any health risk. If you experience discolored water, flushing cold water from the tap for a few minutes until the water is clear again should alleviate this condition.

When will you flush the hydrant near my home or business?

Due to crews working in multiple areas, it is not possible to provide a detailed schedule of when each hydrant will be flushed.

Any questions or concerns regarding hydrant flushing can be directed to the Hillsdale Board of Public Utilities by calling (517) 437-3387.

OUT WITH YOUR OLD APPLIANCE, IN WITH SAVINGS

Retiring an aging, power-hungry appliance can save you money over the long haul. Efficiency Smart will pay you \$100 for responsibly recycling it.

Hillsdale Drop-off Event

Saturday, October 12 10 a.m. to noon 149 Waterworks Ave. in Hillsdale

Bring a working dehumidifier, window air conditioner, or mini fridge to Hillsdale's drop-off event and get \$100 per unit. Bring a copy of a recent electric bill to the drop-off event to confirm eligibility.

Learn More

Visit www.efficiencysmart.org/HillsdalePromo or call Efficiency Smart at 877-889-3777.

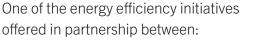
Must be a Hillsdale Board of Public Utilities electric customer to be eligible. Certain conditions apply. Maximum four working appliances per household. Contact Efficiency Smart for more information.





This program is wonderful! It saved me time, energy, and money. I feel better knowing my old appliances have been properly recycled.

— Jacqueline, Appliance Recycling Rewards participant







HILLSDALE COUNTY NOTICE

On 7/6/2024 HILLSDALE COUNTY HAS FILED ITS NOTICE OF INTENT TO PREPARE THE MATERIALS MANAGEMENT PLAN

as required per Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act,1994 PA 451, as amended.

Hillsdale County intents to complete the MMP development as a SINGLE County. Please note that all materials management planning committee meetings are open to the public and notices of these meetings shall be found at the following:

co.hillsdale.mi.us AND

29 N Howell Street, Hillsdale, MI 49242

in addition each municipality will receive notice and will have the meeting notices available as well.

Direct questions to

Commissioner Ingles

d.ingles@co.hillsdale.mi.us

517-437-7758 x 861

City of Hillsdale Agenda Item Summary

MEETING DATE: October 7, 2024

AGENDA ITEM #: Old Business

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

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

Attached is the newly negotiated contract between the City of Hillsdale and the International Brotherhood of Electrical Workers Local 876 for the BPU Board's consideration. The contract is for three-years with a wage reopener in March of 2025 for the three lineman classifications. Changes are tracked in red. Items to note in the contract include:

- Increase wages in Year 1 5%, Year 2 5% and year 3 4%
- Signing bonus \$1,000, Year 2 \$750 retention and Year 3 \$500 retention
- On-call pay increased from 10 hours to 16 hours per week
- Annual sick leave payout percentage increased from 75% to 100%
- Increase employee contribution from 9.16% to 10.16% into the MERS pension plan
- Addition of Good Friday and Juneteenth as holidays
- Wage reopener March 2025 for Class A Lineman, Line Leader and Line Foreman classifications

RECOMMENDATION:

City Manager recommends the City Council approve the updated IBEW contract.

AGREEMENT BETWEEN

THE CITY OF HILLSDALE, MICHIGAN

AND

LOCAL UNION #876

INTERNATIONAL BROTHERHOOD OF ELECTRICAL $\mbox{WORKERS (IBEW)}$

(EFFECTIVE DATE: October 7th, 2024 October 7, 2021)

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

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AGREEMENT

THIS AGREEMENT, made and entered into as of the 7th day of October, 2024 7th day of October, 2021 by and between the CITY OF HILLSDALE, MICHIGAN, BOARD OF PUBLIC UTILITIES, hereinafter referred to as the "City" and LOCAL UNION #876, OF THE INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS, A.F.L.-CIO, hereinafter referred to as the "Union."

ARTICLE I PURPOSE AND INTENT

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

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

ARTICLE II RECOGNITION

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

The employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units unless the performance of such work during regular working hours by non-bargaining unit employees would not displace members of the bargaining unit from their regular work or overtime pay, except in emergencies, provided that any non-bargaining unit employee so utilized shall be qualified to perform the necessary work.

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

<u>Section 3. Rules and Regulations.</u> The City shall have the right to make such reasonable rules and regulations not in conflict with the express tem1s of this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and effective operation of the Department and to require compliance therewith after notice to the Union and affected employees.

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

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

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

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

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

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

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

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

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

- B. All Union dues deduction authorizations filed with the City shall become effective the first (1st) full payroll period after receipt by the City. All dues so deducted shall be remitted to the Union at an address authorized for this purpose.
- C. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the City on account of the application of this Section 10.

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

ARTICLE III STRIKES AND LOCKOUTS

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

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

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

ARTICLE IV GRIEVANCE PROCEDURE

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

<u>First Step:</u> It shall be the responsibility of the aggrieved employee to reduce any grievance to writing on the regular grievance form provided by the local Union. Such grievance shall be presented to the employee's department head promptly but in no case later than ten (10) working days of knowledge of the occurrence giving rise to the grievance. Within five (5) working days after receiving the written grievance, the department head shall meet with the employee, the steward, or both for the purpose of discussing and attempting to resolve the grievance. Within three

(3) working days after the aforementioned meeting, the department head shall deliver a written response to the grievance to the employee and the steward.

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

<u>Third Step:</u> If the grievance is not resolved in Step 2, it shall be referred to arbitration upon the request of either the Union or the employer. Either party may demand arbitration by the Federal Mediation and Conciliation Service. The party first demanding arbitration shall give notice in writing to the other party of its desire to arbitration within ten (10) days of the Step 2 written decision. There shall be no strikes, lockouts, cessations of employment or change in employment status during the progress of arbitration. Failure to submit to arbitration upon request made as provided in this Article shall result in forfeiture and abandonment of said grievance.

The arbitrator shall have no power to add to, subtract from or modify this Agreement, or to declare any provisions of this Agreement illegal.

Section 2. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the City's last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step within the Grievance Procedure excluding Step 3 arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

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

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

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

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

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

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

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

ARTICLE_V DISCHARGE AND SUSPENSION

Section 1. Disciplinary Action.

VERBAL REPRIMAND:

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

WRITTEN REPRIMAND:

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

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

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

SUSPENSION:

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

DISCHARGE:

- A. Discharge without prior disciplinary action of any kind will be imposed when the seriousness of any individual offense indicates that such action is required.
- B. Discharge may be imposed after repeated warning slips and one or more suspensions, and may also be imposed when the employee's total work record warrants such action.
- <u>Section 2. Orientation, Temporary, Part-time.</u> The City reserves the right to suspend, discharge or otherwise discipline orientation, temporary and part-time employees without regard to any other terms of this agreement. Such actions shall not be subject to the grievance procedure contained in this Agreement.
- <u>Section 3. Disciplinary Action/Procedure.</u> In any case where disciplinary action is taken by the employer, the following procedure shall generally be followed:
 - A. Verbal Reprimand
 - B. Written Reprimand
 - C. Suspension, transfer or demotion not to exceed ninety (90) days
 - D. Discharge
- <u>Section 4. Immediate Suspension.</u> Notwithstanding the progressive disciplinary steps provided for in Section 2 of this Article the employer may proceed to impose immediate suspension or discharge, without regard for an employee's past work record in any case involving recklessness, willful and wanton misconduct, dishonesty, violence and/or moral turpitude.
- Section 5. Release of Information. It is understood and agreed that, when an employee files a grievance with respect to disciplinary action, including suspension or discharge, the act of filing such grievance shall constitute his authorization to the City and Union to reveal to the decision making participants in the Grievance Procedure, relevant information available to the City concerning the alleged offense, and such filing shall further constitute a release of the City and Union from any and all claims or liability by reason of such disclosure.
- <u>Section 6. Reinstatement.</u> In the event that it is decided under the Grievance Procedure that an employee was suspended or discharged in violation of this Agreement, the City shall reinstate

such employee with full compensation, partial compensation or no compensation, as may be decided under the Grievance Procedure. Compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less any compensation received by the employee during the period he or she was off work due to the suspension or discharge. If an employee is found to have been unjustly suspended or discharged his seniority right shall not be affected.

<u>Section 7. Employee's Time Sheets and Records.</u> The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other identified records of the employee relevant to a specific grievance, at reasonable times.

ARTICLE VI SENIORITY

Section 1. Bargaining Unit Seniority. City wide seniority is hereby defined as the total length of service with the employer from the original date of hire without a break in service, and is used in determining retirement benefits, longevity and vacation. Bargaining unit seniority is hereby defined as the total length of service in a department represented by the Union and is used as a factor in connection with job bidding, promotion, transfer, layoff, recall and shift preference, as determined under this agreement's other provisions.

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

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

<u>Section 4. Seniority Broken.</u> Seniority shall be broken only by discharge, not reversed by the grievance procedure, voluntary quit, retirement or failure to return to work after a leave of absence. Any employee on layoff will lose his seniority when the length of the layoff exceeds their length of service, or two years, whichever is less.

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

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

ARTICLE VII LAY OFF AND RECALL

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

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

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

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

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

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

ARTICLE VIII CREATION OR ELIMINATION OF JOB CLASSIFICATIONS

- <u>Section 1. Creation or Elimination of Job Classifications.</u> When and if the City determines that it is necessary to create or eliminate a job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefore and so advise the Union.
- Section 2. Disagreement with Rate of Pay. If the Union believes that the proposed rate is inappropriate, the Union shall, within seven (7) calendar days after notification of the proposed wage rate, advise the City in writing of its intention to request bargaining over this wage rate, and the parties shall thereafter meet to discuss the wage rate to be paid for that classification. In the event that the Union does not request bargaining within the seven (7) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification.

ARTICLE IX PROMOTIONS

- Section 1. Job Postings. When it is necessary to fill a new job classification or a vacancy in an existing job classification in the bargaining unit, the City shall post such opening on the bulletin board for a period of ten (10) working days. During such ten (10) day period, employees who have completed their orientation period may bid for such job or vacancy by presenting to the Director or his designated representative, a written and signed notification of their desire to be considered for the vacancy. The employer reserves the right to hire from outside, provided, however, that no bids from qualified employees in the bargaining unit are received. The determination of qualifications shall be established by the Director and the filling of any vacancy in the bargaining unit shall be by the Director.
- <u>Section 2.</u> Bidding Seniority. If two (2) or more bidding employees who meet the requirements have the required abilities to relatively the same extent, the employee with the most seniority within the department will be awarded the job.
- <u>Section 3. Orientation Period.</u> When such vacancy has been filled, the employee new to that position shall be on an orientation period in the new job for a period of ninety (90) days. During such period, an employee may be removed from the classification, if the Director feels such action is warranted, or upon the employee's request, he will be returned to his former job classification. No employee shall be required to take a promotion.

ARTICLE_X TEMPORARY TRANSFERS

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

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

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

ARTICLE XI BARGAINING UNIT POSITION

Section 1. Promotions/Demotions Outside Bargaining Unit. An employee in a classification subject to the terms of this agreement, who is promoted or demoted to a position outside the bargaining unit and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not maintain previously accumulated seniority within the bargaining unit beyond twelve (12) months from the date of promotion or demotion. An employee who is transferred within the twelve months shall be permitted to use the bump procedure in reentering a job and wage generally similar to the one held prior to transfer.

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

ARTICLE XII EMPLOYEE PERFORMANCE EVALUATIONS

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

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

ARTICLE XIII HOURS OF WORK, OVERTIME, TENURE PAY

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

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

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

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

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

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

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

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

Section 9. Hours Worked.

- An employee who has actually worked sixteen (16) hours or more within a twenty-four (24) period whenever possible shall be released for eight (8) hours or more before reporting for his regular scheduled duty.
- A.B. Power Plant Operations shall be staffed at the Superintendents' discretion during and after hours, employees on call may be required to staff power plant during their rotation where normal overtime rates still apply.
- B.C. All employees shall receive overtime compensation at the rate of one and one-half (11/2) times the regular hourly rate for all hours worked in excess of eight (8) hours in any one day; in excess of forty (40) hours in any one week; and during any call-in hours that are outside of regular shift hours (7:30 a.m. to 4:00 p.m.) (7:00am-3:30pm) on any day other than Sunday or on a scheduled holiday without regard to the number of hours worked on

(1) All hours worked on Sunday;

(2) All hours worked on a scheduled holiday;

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

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

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

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

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

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

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

Section 15. On-call Pay. Employees who are on-call shall receive ten (10) sixteen (16) hours pay at the employee's regular rate of pay for each one-week period of on-call duty. Employees who are on- call who are not available for work when called shall forfeit four (4) hours of the on-call pay for each time the employee is unavailable for call out. Notification of on-call employees of a call out shall be attempted by telephone and beeper. Acknowledgment of notification must be made by the on-call employee within 20 minutes of the time it is given. If no acknowledgment is received from the on-call employee within said time limit, it shall be deemed that said on-call employee is unavailable. Documentation of such notification attempts shall be a prerequisite to the imposition of the forfeiture penalty provided for herein. In the event notification of a call-in is not received by the on-call employee as a result of a verified failure of the notification system or any of its components, the forfeiture penalty shall not be imposed. An on-call employee who will be unavailable for call out may, without penalty, make arrangements with another employee to be on-call in his place.

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

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

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

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

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

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

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

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

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

ARTICLE XIV SICK LEAVE AND GROUP INSURANCE

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

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

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

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

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

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

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

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

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

Section 8. Accumulated Sick Leave. Sick leave may be accumulated up to two hundred forty (240) hours. The City will pay employees no portion of accumulated sick leave days on retirement of leaving employment for reasons other than illness where the employee has less than five (5) years' service at the time of such retirement or leaving employment. The City will pay the employee twenty-five (25%) percent of accumulated sick leave days on retirement or leaving employment for reasons other than sickness where the employee has between five (5) and ten (10) years' service inclusive at the date of such retirement or leaving employment for reasons other than sickness and the employee is otherwise in good standing. Employer will pay employee seventy-five (75%) percent of accumulated sick leave days on retirement or leaving employment for reasons other than sickness where the employee has more than ten (10) years of service at the

date of such retirement or leaving employment for reasons other than sickness and the employee is otherwise in good standing.

Section 9. Annual Bank of Sick Leave. Each employee may maintain an annual bank of up to two hundred forty (240) sick leave hours. If any employee has a two hundred forty (240) hour bank, the City will pay each employee seventy five (75%) one hundred percent (100%) of each hour's pay at the employee's regular rate of pay for each hour of sick leave earned in excess of the accumulation of two hundred forty (240) hours. The maximum amount the City will pay is based on the maximum amount of time the employee can accrue in one year over the two hundred forty (240) hour bank. Payments pursuant to this section will be made within thirty (30) days following the end of the calendar year and the payments shall be on hours earned as of the end of the calendar year.

<u>Section 10. Approved Use of Sick Leave.</u> Sick leave may be used for doctor and or/dental appointments, which cannot be scheduled during non-working hours with management authorization, which authorization may not be unreasonably denied, or for illness of his immediate family.

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

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

Section 13A3. Group Health Insurance. The Employer will provide current full-time employees health insurance with The Western Michigan Health Insurance Pool (Pool). The employer will cover 80% of the premium and the employee will cover 20% of the premium. Each year the City will work with the Pool to provide employees with the most competitive coverage available. Employees will be provided information during the medical opener each year.

Section 13.A. Health Insurance. The Employer will provide current employees with the Priority Health POS HSA—Option 1 Plan medical coverage. The details of the Plan are set forth on Appendix B, but the Plan has a \$1,300/\$2,600 deductible and a 20% co pay in network and a

\$2600/\$5200 deductible and a 40% co-pay out of network, and the \$10/\$40/\$80/\$40/\$80 drug card, with a renewal date of January 1st. A twenty (20%) percent co-pay of the applicable premium will be withheld on a per pay period basis from each employee and applied toward the cost of said insurance. A retiring employee may participate in a hospitalization plan as part of an Employer's group existing at the time of said retirement, subject to eligibility and the rules and regulations of the insurance carrier; provided, however, that the cost of said insurance coverage shall be paid by and be the sole obligation of said employee.

Section 133.B. Vision and Dental Insurance. The City shall provide the Vision A 80 Program and Dental Insurance program of CR 50 50 50 MBL 1000, CR OS 50 MBL 1000 for all employees and eligible family members; provided, however, a twenty (20%) percent co-pay of the applicable premium

will be withheld on a per pay period basis from each employee and applied towards the cost of said insurance coverage. Vision: The Employer will provide current full-time employees vision insurance. The employer will cover 80% of the premium and the employee will cover 20% of the premium. The current contract is through Delta Dental who subcontracts a VSP plan. Each year the City will work with our broker at Gallagher to provide employees with the most competitive coverage available. Employees will be provided information during the insurance opener each year.

Dental: The Employer will provide current full-time employees dental insurance. The employer will cover 80% of the premium and the employee will cover 20% of the premium. Delta Dental is our current dental insurance carrier. Each year the City will work with our broker at Gallagher to provide employees with the most competitive coverage available. Employees will be provided information during the insurance opener each year.

Section 144. Dual Health Insurance Coverage. The Employer will pay an amount not to exceed \$1,000.00 per calendar year, in monthly installments of \$83.33 to any employee who can qualify, as determined by the insurance carrier and in accordance with any applicable laws, rules, regulations, policy provisions and other requirements, and who does opt to discontinue coverage under the Employer's group insurance coverage by reason of having coverage under a policy of health insurance provided to and covering said employee's spouse by said spouse's employer. Employees receiving health care coverage through a spouse who is also covered by a City health insurance plan are not eligible for this payment.

Section 155. Insurance Coverage. The City shall provide the insurance coverage for an employee covered by this Agreement at the beginning of the first billing month following the date of eligibility for such employee. Except for retirees and disabled employees, if an employee's employment is terminated, the City may terminate the employee's insurance coverage as of the date of termination subject to applicable law. As to retirees and disabled employees, the City may terminate the employee's insurance coverage as of the date of termination, subject to applicable law and:

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

<u>Section 166.</u> Term <u>Life Insurance.</u> The City agrees to pay the entire premium cost for \$40,000.00 face value life insurance with double indemnity for accidental death and dismemberment on all employees who have completed their orientation.

ARTICLE XV PAID TIME OFF

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

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

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

- First year to five years of service ~ 120 Hours
- Five years to fifteen of service ~ 160 Hours
- Fifteen or more years of service~ 200 Hours

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

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

ARTICLE XVI SHORT TERM DISABILITY

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

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

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

Section 4. "Disability" or "disabled" for purposes of eligibility for short-term disability benefits means that in a particular month, you must satisfy the following test: during the first ninety (90) days (including the thirty (30) day or seven (7) day qualifying period) of a verified disability, you must be suffering from an injury, or sickness, or pregnancy as a result of which you are required

to be under the regular care and attendance of a doctor and you must be prevented by such injury, sickness or pregnancy from performing at least one of the material duties of your regular employment with the City and are unable to perform any other gainful employment for which your education, training, and/or experience qualifies you.

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

Section 6. The long-term disability benefit shall provide income equal to sixty (60%) percent of the employee's regular rate of pay; provided, however, that the employer shall supplement the long-term benefit by self-funding an additional ten (10) percent of the employee's regular rate of pay during the first ninety (90) days when employee is eligible for long-term disability.

<u>Section 7.</u> The payments under the provision of the long-term disability program shall commence after the employee has exhausted the benefits to which he/she is entitled under the provisions of the short-term disability program and shall continue until the employee returns to work or retires, whichever comes first.

<u>Section 8.</u> The employee's eligibility for benefits under the long-term disability program shall be subject to the specific conditions, restrictions and qualifications imposed in the administration of said programs by any succeeding disability insurance company with which the City places such long-term disability coverage.

ARTICLE XVII LIGHT DUTY

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

- A. The affected employee submits a written request for return to work on light duty status.
- B. The written request of the employee is accompanied by a written authorization from the employee's primary treating physician releasing such employee for a return to work on light duty and specifying any reasonable work restrictions and accommodations that apply to and are reasonably necessary for such employee's return as well as the duration thereof.
- C. The written request of the employee is accompanied by a signed consent and authorization on a form supplied by the City authorizing the City to request and obtains all access to and copies of the employee's medical records and such supplemental medical reports as the City might deem necessary.
- D. The City, in City's sole discretion, determines the existence of light duty which can

be performed by such employee within the employee's restrictions and/or for which reasonable accommodations for such employee can be made, together with the estimated duration of such available light duty work.

E. The City shall have the right, in the City's sole discretion, to terminate such light duty work at any time the City determines it is no longer available or, if available, that it is no longer economically justified or feasible.

ARTICLE XVIII PENSIONS

Section 1. Retirement Program.

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

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

- B. Retirement Plan for Employees hired on or after July 1, 2017. The MMERS defined benefit plan was closed to new participants on June 30, 2017, and employees hired on or after July 1, 2017 will participate in Plan DC with the following provisions:
 - (1) **Mandatory Employer contributions.** The City will contribute an amount equal to 7.00% of the employee's compensation. Employees will be vested in the City's contribution in accordance with the following:

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

- (2) **Mandatory Employee Contributions.** Employees will contribute an amount equal to 5.00% of their compensation. Employees are immediately vested in their contributions.
- (3) Loans. Employees will not be able to apply for loans from the defined contribution plan.
- C. City 457 Plan. In addition to participation in the MMERS plan, an employee shall have the

right to participate in the <u>Ameritas ICMA R/C 457</u> pension plan, subject to all terms, conditions, restrictions and legal availability thereof.

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

ARTICLE XVIX VACATION

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

- A. Employees will be granted forty (40) hours of vacation upon hire;
- B. Employees who have completed one (1) year of service shall be granted eighty (80) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment.
- C. Employees who have completed five (5) years of service shall be granted one hundred twenty (120) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment.
- D. Employees who have completed ten (10) years of service shall be granted one hundred sixty (160) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment.
- E. Employees who have completed fifteen (15) years of service shall be granted two hundred (200) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment.

<u>Section 2. Military Leave.</u> Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they returned to active employment.

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

Section 4. Minimum Vacation Credit Taken. Employees shall be permitted a minimum of four (4) hours vacation credit at a time, provided the Director or Supervisor has given approval prior to such vacation day and the use thereof shall not result in overtime pay to any other bargaining unit employee or otherwise disrupt normal work.

<u>Section 5. Paid Accumulation.</u> In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation hours, which have accumulated to his credit.

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

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

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

<u>Section 8. Lost Time.</u> Employees who lose time due to on the job disability, up to a maximum of one (1) year, shall receive their vacation as though the time was worked.

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

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

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

ARTICLE XX LEAVE OF ABSENCE

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

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

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

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

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

He promptly applies for such leave of absence.

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

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

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

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

Section 7. Court Leaves.

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

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

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

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

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

ARTICLE XXI ATTENDANCE

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

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

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

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

ARTICLE XXII BEREAVEMENT LEAVE

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

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

ARTICLE XXIII EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. On-the-Job Injury. An employee, who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority, will be paid for the whole day upon which such injury occurs.

Section 2. Safe Operating Vehicles. The employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement for employees to refuse to operate such equipment unless such equipment has been determined to be in safe operating condition. The determination of safe operating condition shall be made by the superintendent who shall advise the department director in writing of his findings.

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

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

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

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

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

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

ARTICLE XXIV TRAINING, CONFERENCES, SEMINARS AND WORKSHOPS

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

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

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

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

Section 3.——Educational Assistance.e:

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

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

ARTICLE XXV HOLIDAY PAY

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

New Year's Day

Good Friday

Memorial Day

Juneteenth

Fourth of July Labor Day

Veterans' Day

Martin Luther King Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

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

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

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

ARTICLE XX.VI MISCELLANEOUS

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

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

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

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

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

<u>Section 5. Workers' Compensation.</u> The City shall provide Workers' Compensation protection for all employees.

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

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

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

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

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

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

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

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

- A. Any employee may be required by the City to obtain and maintain a valid Commercial Driver's License (CDL) as a condition of employment.
- B. As to all current employees who are required to and do maintain a CDL and endorsements, the following provisions shall apply and conditions of continued employment with the City:
 - Each employee shall submit to and cooperate in providing any physical examination required by the Department of Transportation or other governmental authority in connection with the maintenance_and renewal of a CDL and/or endorsements, said examination may be conducted by a medical doctor of employee's own choice and shall be paid for by the City for the cost thereof up to, but not exceeding, the sum of \$135.00;
 - 4.2. City shall also pay for the first renewal of any required endorsement up to a maximum of \$45.00 with all subsequent renewals and associated costs to be the sole responsibility of employee.
- C. As a prerequisite and condition to employment in this bargaining unit, all new bargaining unit employees shall be required to hold a valid CDL with such endorsements as are necessary to qualify such employee to operate any of the City's equipment which is assigned to and utilized for bargaining unit work. Said new employees must obtain permit within thirty (30) days of the start of employment and must obtain CDL within six (6) months, which dates may be extended upon the City's discretion. The City agrees to pay for the first two attempts at CDL licensure. If the employee is unable to obtain a CDL after two attempts, any future attempts shall be paid by the employee. As a condition of continued employment with the City, said new employees shall be required to maintain said CDL and its endorsements in valid, unrestricted status.
- employee to obtain a CDL, providing that the employee agrees to sign a "Payback Agreement" upon hire. Upon signature of the "Payback Agreement" employees that leave employment will be required to reimburse the employer for 100% of all training cost, for less than one (1) year of employment, and 50% of all training cost for one (1) year of to two (2) years of employment.

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

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

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

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

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

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

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

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

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

Section 21. Electrical Lineman Apprenticeship Reimbursement and Rates. The

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

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

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

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

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

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

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

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

ARTICLE_XXVII SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE XXVIII PERIOD OF AGREEMENT-APPROVAL

This Agreement, when signed by the proper officers of the City and Local Union No. 876, after or with the approval of the legislative body of the City and the President of the International Brotherhood of Electrical Workers, shall become effective as of October 7th, 2024 October 7, 2021 and shall remain in full force and effect through June 30, 20274, at which time the Agreement may be opened for re-- negotiation upon written notice given by either party to the other at least sixty (60) days prior to the expiration of the Agreement. Failure by either party to give such written notice within the time specified shall serve to automatically extend the Agreement on a year-to-year basis until such time as either party gives written notice to the other not less than sixty (60) days prior to the expiration of the then current contract year. Once the contract is open for negotiation the

provisions of this contract will remain in effect until negotiations are resolved.

ARTICLE XXIX EMERGENCY MANAGER

Rejection, Modification. or Termination of Agreement After Appointment of Financial Manager. The tcm1s of this Agreement are subject to rejection, modification, or termination pursuant to the provisions of the Local Financial Stability and Choice Act, PA 436 of 2012. A financial manager appointed pursuant to that Act may reject, modify, or terminate one or more terms of this Agreement.

City of Hillsdale	International Brotherhood Electrical Workers Local 876
Adam Stockford, Mayor	Chad Clark, Business Agent Mel Crawford, Business Manager
 Katy Price, City Clerk	

Appendix A WAGES

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

Electric Department

Electric Department Employees will receive the following:

July 1st, 2024 - 5%

July 1st, 2025 - 5%

July 1st, 2026 - 4%

Groundman will receive the following:

October 7, 2021 4% wage increase

July 1, 2022 3% wage increase

July 1, 2023 3% wage increase

Service Technician will receive the following:

October 7, 2021 - 2% wage increase

July 1, 2022-2.5% wage increase

July 1, 2023 2.5% wage increase

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

Wage reopener no later than the first Monday of March of 2025.

October 7, 2021 5% wage increase

July 1, 2022-4.5% wage increase

July 1, 2023 4.5% wage increase

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

Step 1: 65% of Lineman Wages

Step 2: 70% of Lineman Wages

Step 3: 75% of Lineman Wages

Step 4: 80% of Lineman Wages

Step 5: 85% of Lineman Wages

Step 6: 90% of Lineman Wages

Step 7: 95% of Lineman Wages

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

Water Department

Water Department employees will receive the following:

July 1st, 2024 - 5%

July 1st, 2025 - 5%

July 1st, 2026 - 4%

Union Wage Scale

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

October 7, 2021 until June 30, 2022

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

Electric

Classification	Start		6Months	12 Months	18 Months	24 Months Max
Groundman	\$ 21.61	24.08	\$ 24.50	\$ 24.87	\$ 25.24	\$ 25.6223.0
Class A Lineman	\$ 38.58	44.24		\$ 39.86		\$ 47.2141.1 7
Line Leader				\$ 41.76		\$ <u>48.53</u> 42.3
Line Foreman				\$ 42.90		\$ <u>50.52</u> 44.0
Service Technician	\$ 4.85	<u>27.42</u> 2	\$ 24.99	\$ 25.34 27.95	\$ 25.68	\$ <u>28.69</u> 26.0
Apprentice	0-1000 hours		1000-2000 \$27.0130.97	2000-3000 \$33.18 28.9 4	3000-4000 \$30.8635.39	4000-5000 \$32.7937.60
	\$25.08 <u>28.76</u> 5000-6000		6000-7000	\$ <u>55.15</u> 25.5 1		
	\$34.7239.82		\$36.65 <u>42.023</u>			

Water

Additional Pay:

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

C2	\$ 0.50	S2	\$0.50
00	\$0.50	D2	\$0.50
D3	φ0.50		

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

Electric_

Classification	Start		6Month	ns	12 Mon	ths	18 Mon	ths	24 Mon	thsMax
Groundman	\$ 22.26	25.28	\$ 22.65	<u>25.73</u>	\$ 23.00	<u>26.11</u>	\$ 23.34	26.50	\$ 23.69	26.90
Class A Lineman	\$ 40.32	46.45			\$ 41.65	47.99			\$ 43.02	49.57
Line Leader					\$ 43.64	50.27			\$ <u>50.96</u>	44.23
Line Foreman					\$ <u>51.65</u>	44.83			\$ <u>53.05</u>	46.04
Service Technician	\$28.79	25.47	\$28.94	25.61	\$ <u>29.35</u>	25.97	\$29.75	26.32	\$ <u>30.12</u>	26.65
Apprentice	0-1000 hours		1000-20	000	2000-3	000	3000-4	000	4000-50	000
трргениее	\$26,21 30,2019		\$28.22	32.52	\$30.24	34.84	\$32.26	37.16	\$34.27	39.48
	5000-6000		6000-70	000				4		
	\$36.29 41.81		\$38.30	44.123						

Water

Vater Classification	Start	6 Months	12 Months	18Months	24 Months Max
Operator	\$ <u>24.71</u> 21.76	\$ 25.38	\$ <u>26.03</u>	\$ <u>26.71</u>	\$ 27.35 24.09
Foreman	\$ <u>27.98</u> 24.64	The tart of the ta	\$ <u>29.41</u> 25.90		\$ <u>30.85</u> 27.16

Additional Pay:

00	\$ 0.50	S2	\$0.50
53		D2	\$0.50
D3	\$0.50	IJZ	ψ0.00

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

Electric

Classification	Start		6Months	12 Months	18 Months	24 Months Max
Groundman	\$ 22.93	26.29	\$ 23.33 26.76	\$ 27.15	\$ 27.56	\$ <u>27.98</u> <u>24.40</u>
Class A Lineman	\$ <u>48.31</u>	40.32		\$ <u>49.901</u> 41.65		\$ <u>51.55</u> 44.96
Line Leader				\$ <u>52.28</u> 43.64		\$ <u>53.00</u> 46.22

Line Foreman				\$ <u>53.72</u> 44.83		\$ <u>55.17</u> 48.11
Service Technician	\$29.94	25.47	\$ <u>30.10</u> 25.61	\$30.52 25.97	\$ <u>30.94</u> 26.32	\$ <u>31.32</u> 27.32
Apprentice	0-1000 hours		1000-2000	2000-3000	3000-4000	4000-5000
, 16 to 2000 2	\$27.39 31.410		\$29.49_33.82	\$31.60_36.23	\$33.70_38.65	\$35.81 <u>41.06</u>
	5000-6000		6000-7000			
	\$37.92 43.48		\$40.02 45.89			

Water

Classification	Start		6 Month	ns .	12 Mon	ths	18Mont	hs	24 Mont	thsMax
Operator	\$	25.70 22.41	\$26.40	23.02	\$27.07	23.61	\$ <u>27.78</u>	24.23	\$28.44	24.81
Foreman	\$	29.1025.38			\$30.59	26.68			\$32.08	27.98

Additional Pay:

00	1 0 0 50	S2	\$0.50
83	\$ 0.50	02	00.50
D3	\$0.50	D2	\$0.50

All Raises will be on July 1 each consecutive year.

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

		,
		4

APPENDIX B: HEALTH INSURANCE

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

LETTER OF UNDERSTANDING

- 1. Emergency Manager. This collective bargaining agreement contains language that is required under Section 15(7) of the Public Employment Relations Act. Inclusion of the language does not constitute a waiver of the Union's right to raise the Constitutional and/or other legal challenges to the validity of: (a) appointment of Emergency Financial Manager; (b) PA 426 of 2012 (Local Financial Stability and Choice Act); or (c) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.
- 2. Apprentice Wage Rate Realignment. Effective October 7, 2021, Apprentice wage steps will be calculated as a percentage of the Lineman wage rate. Any employee currently entering the apprenticeship program with a wage rate higher will remain at the higher rate until they catch up to the appropriate step.
- 4. Operator Classification. Employees in the Operator classification as of July 1, 2017 without the required licenses will be provided with a period of 24 months to secure these required licenses.
- 5.3. Tenure Program. The Provisions of Article XIII, Section 17 notwithstanding, the longevity payments for employees hired before 7-1-2016 will be frozen at the amounts they will receive on 1-1-2017 if higher than the 5 year step, but employees will be allowed to advance to the five year step before freezing the accrual.
- 6.4. 20252 Medical Insurance Reopener. The provisions of Article XXV notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 20252, upon written notice to the other party served not later than October 1, 20244, provided that the insurance rates for 20252 are projected to increase by more than 10% over the cost for 20244. If this Agreement is reopened pursuant to this paragraph, the reopener negotiations shall be limited to medical insurance provisions (including the coverage to be provided and that amount that employees are to pay for this coverage).
- 20263 Medical Insurance Reopener. The provisions of Article XXV notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 20263, upon written notice to the other party served not later than October 1, 20253, provided that the insurance rates for 20263 are projected to increase by more than 10% over the cost for 20521. If this Agreement is reopened pursuant to this paragraph, the reopener negotiations shall be limited to medical insurance provisions (including the coverage to be provided and that amount that employees are to pay for this coverage).
- 8.6. 20274 Medical Insurance Reopener. The provisions of Article XXV notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 20274, upon written notice to the other party served not later than October 1, 20263, provided that the insurance rates for 20273 are projected to increase by more than 10% over the cost for 20263. If this Agreement is reopened pursuant to this paragraph, the reopener negotiations shall be limited

to medical insurance provisions (including the coverage to be provided and that amount that employees are to pay for this coverage).

- 9.7. In the absence of a Superintendent, all duties per contract will revert to the Director of Utilities or City Manager.
- 10.8. Each union employee will receive a \$1000.00750 signing bonus the next pay after ratification of the 20241-20274-contract. Year 2 of the contract each Union employee will receive a \$750.00 retention bonus, and year 3 of the contract each Union employee will receive a \$500.00 retention bonus.
- 10. Apprentice's will move up step raises according to their hours worked. If an apprentice has 7000+ hours but has not completed lineman school then they will stay at the 6000-7000 hour step until completion.

City of Hillsdale		International Brotherhood Electrical Workers Local 876		
Adam Stockford	Mayor	Mel Crawford	Business Manager	
Katy Price	City Clerk			

City of Hillsdale

SUBJECT: Proposed 2025 Special Assessment District for Street Projects

AGENDA ITEM: Old Business

PREPARED BY: Kristin Bauer, City Engineer and David Mackie, City Manager

MEETING DATE: October 7, 2024

One of City Council's primary goals is to address the declining quality of the city's street and infrastructure systems. City staff has utilized the Special Assessment process as delineated in the City of Hillsdale's Code of Ordinances, Article V.-Finances, Division 3.-Special Assessments and any other applicable sections of the City Charter and/or Code of Ordinances to facilitate these projects.

The Department of Public Services (DPS) Director, City Engineer and City Manager recommend the following streets for inclusion in proposed Special Assessment Districts (SAD) for street rehabilitation projects and potential associated utility work during the 2025 calendar year.

Proposed SAD 2025-9 – Arch Avenue – from Carleton Road (M-99) to Mechanic Road 0.34 miles (Estimated 12 parcels in the SAD)

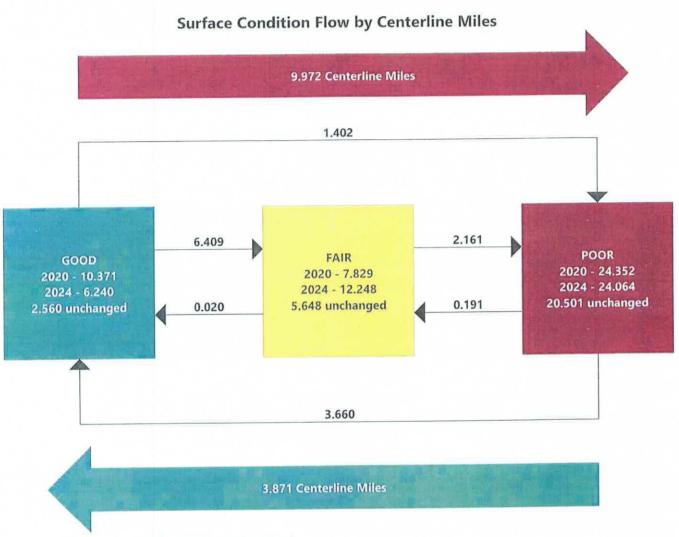
Proposed SAD 2025-10 – Monroe Street – from West Street to Hillsdale Street 0.22 miles (Estimated 13 parcels in the SAD)

Proposed SAD 2025-11 – Barry Street – from Broad Street (M-99) to West Street 0.30 miles (Estimated 29 parcels in SAD)

Additionally, attached are three charts from the City's website. The first is the Surface Condition by Centerline Miles, the second is the City's Road Ratings and the third is the past and proposed Road Projects through 2025. The City Manager and City Engineer will explain the charts and answer any Council questions at the meeting.

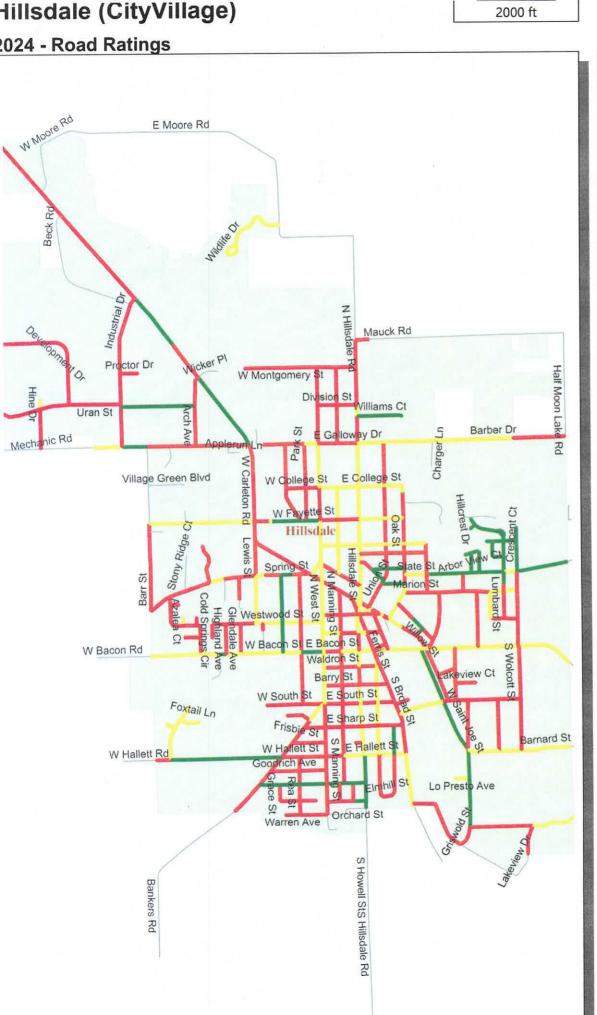
Recommendation:

Per City Ordinance Article V, Division 3, Sec. 2-333 City Council directs the City Engineer to develop plans, specifications and cost estimates for submittal to City Council on or before December 9, 2024 for consideration of establishment of SAD's for the above listed street project areas.



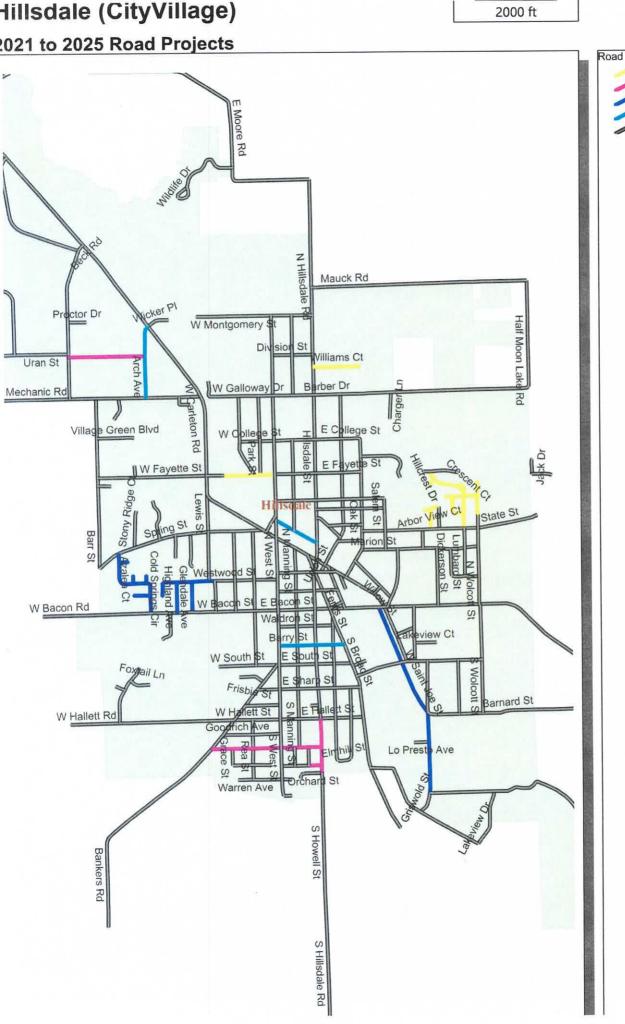
Filter: Hillsdale - Major & Local

Note: Ratings are calculated if no rating exist



Road Good (8-10) Fair (5-7) Poor (1-4) Unrated

default



2021 Completed Projects
2022 Completed Projects
2024 - Under Construction
2025 - Proposed Projects

City of Hillsdale Agenda Item Summary

Meeting Date: October 7, 2024

Agenda Item: New Business

SUBJECT: Airport – Sale of Corporate Hangar #1

BACKGROUND PROVIDED BY: Airport Manager Moore and City Manager Mackie

Attached is an item summary prepared by the Airport Manager and a draft purchase agreement prepared by the City Attorney.

RECOMMENDATION:

City Council discuss the sale of Corporate Hangar #1 and decide how to proceed.

Summary

Mr. Tom Siimes, TENANT in Airport Hangar Corporate #1 has offered to purchase the hangar he has been renting since January 2019. He would like to purchase the hangar for \$75,000.00 The hangar is 2,700 sq.ft. He intends to put multiple upgrades into the hangar once he has purchased it.

The City of Hillsdale purchased the hangar from Tim Raker December of 2017 for \$37,000.00. The Airport currently rents the hangar to Tom Silmes for \$400.00/month. The hangar needs a new hangar door and also needs insulation upgrades.

If the hangar were to be purchased by Tom Siimes, he would also need to sign our ground lease. The ground lease is for a period of 35 years with three 5 year extensions. During each of the first five years of the ground lease, a sum that is equal to the product of the number of square feet leased by TENANT multiplied by \$0.30. At this time that would be \$810.00/yearly.

The Airport Advisory Committee met on September 21, 2024 and unanimously agreed to put this offer forward with the idea that the \$75,000 should be used to fix up the existing T-hangars. With the added repairs to our T-hangars we could charge more for the monthly rent. We currently charge \$100/month. We have 18 T-hangars.

PURCHASE AGREEMENT FOR AIRPLANE HANGAR

This Purchase Agreement ("Agreement") is entered into on this	day of	, 2024,
("the Effective Date"), between Tom Siimes, ("Buyer"), of,		
and the City of Hillsdale, a Michigan municipal corporation, ("Seller"),	of 97 N.	Broad Street,
Hillsdale, Michigan, 49242, for the transfer to the Buyer of all of the S	eller's rig	ghts, title, and
interest in and to the 2,700 square foot airplane hangar commonly identifi	ied as Tax	x Parcel 30 08
830 100 005 30 62, located at the Hillsdale Municipal Airport ("the Han	gar"). Th	e parties enter
into this Agreement subject to the terms and conditions set forth below.		

- 1. **Consideration.** Buyer shall pay Seller for the Hangar a total Purchase Price of Seventy-Five Thousand and no/100 U.S. dollars (\$75,000.00), with the purchase amount to be paid in full by Buyer to Seller in cash or certified funds at the Closing.
- 2. Conveyance. At the Closing, Seller shall grant and convey legal title to the Hangar to Buyer by way of the execution of a Bill of Sale in a form satisfactory to Buyer.
- 3. **Delivery Free of Encumbrances**. Seller shall deliver at Closing good title to the Hangar free from all mortgages, liens, claims, demands, charges, options, equity interests, leases, tenancies, easements, pledges, security interests, and other encumbrances, (collectively, "Encumbrances").
- 4. **Due Diligence Period.** Buyer has the right to conduct, at Buyer's sole cost and expense, a due diligence inspection of the Hangar during a Due Diligence Period encompassing the 60-day period beginning with the Effective Date of this Agreement. If, on or before the expiration of the Due Diligence Period, Buyer elects to terminate this Agreement for any reason as determined in Buyer's sole discretion, Buyer shall deliver a written notice of its election to terminate to Seller, and this Agreement shall automatically terminate, and neither Seller nor Buyer shall have any further rights or obligations under this Agreement. If Buyer fails to deliver a written notice of termination of this Agreement during the Due Diligence Period, Buyer shall proceed to Closing on the terms stated in this Agreement.
- 5. **Buyer's access to information and the Premises.** During the Due Diligence Period, Buyer and its officers, employees, contractors, and other representatives will have reasonable access to the Hangar for the purpose of inspecting and evaluating the Hangar.
- 6. Closing date and possession. Buyer and Seller shall complete the sale and transfer possession of the Hangar from Seller to Buyer (the "Closing") within ninety (90) days of the Effective Date, or at such other earlier or later date as the parties may mutually agree. The Closing shall take place at the offices of Lovinger & Thompson, P.C., 91 S. Broad Street, Hillsdale, Michigan, 49242, or at another location agreeable to Seller and Buyer. Buyer shall receive possession of the Hangar upon the completion of the Closing. The Hangar shall be transferred to Buyer in the same condition as it is in on the Effective Date of this Agreement, ordinary wear and tear excepted.

- 7. **Taxes.** Seller shall pay any personal property taxes that are due and payable with respect to the Hangar both as of the date of Closing and that may become due and payable after the date of Closing and that are associated with the period of time during which Seller owned the Hangar.
- 8. Proration of expenses. The outstanding expenses associated with the Hangar shall be prorated to the date of Closing with the date of Closing attributed to Buyer. All invoices that have been received by Seller shall be paid before the date of Closing. Invoices for all services and contracts for the Hangar covering the time period before Closing and the date of Closing that have not been received by Seller before Closing shall be prorated based on good-faith estimates using the invoices for those services and contracts for the immediately prior invoicing period and the prior year's invoicing period for the period of time including the date of Closing. For invoices paid before Closing that cover a period of time after Closing, Seller shall receive a credit at Closing for the amount paid for the period of time after Closing. For invoices that will be received after Closing to cover a period of time before Closing, Buyer shall receive a credit at Closing for the amount that will be paid after Closing for the period of time before Closing.
- 9. Warranties by Seller. Seller warrants to Buyer and shall certify to Buyer at the Closing as follows:
 - a. Seller is an individual.
 - b. Seller has full authority to enter into and perform this Agreement in accordance with its conditions, without breaching or defaulting on any obligation or commitment.
 - c. Except as disclosed in this Agreement, Seller is not a party to any agreement or otherwise bound under any obligation with any other party who has any interest in the Hangar or the right to purchase or lease the Hangar.
 - d. Except as otherwise stated in this Agreement, Seller's interest in the Hangar will be transferred to Buyer at the Closing, free and clear of all liens, encumbrances, charges, contracts, and adverse claims, contractual or other.
 - e. There are no suits, actions, or proceedings pending or, to the best of Seller's knowledge, threatened by any party, including governmental authorities or agencies, against or involving the Hangar or to which Seller is or may become a party in connection with the Hangar.
 - f. Seller has no notice or knowledge of:
 - i. any government agency or court order requiring repairs, alterations, or corrections of any existing conditions of the Hangar;
 - iii. any request by an insurer or a mortgagee requiring repairs, alterations, or corrections of any existing conditions; or
 - iv. any structural or mechanical defects in the Hangar.

- g. During the interim between the Effective Date of this Agreement and the Closing, Seller will continue to maintain the Hangar in the same manner as Seller has previously maintained the Hangar.
- h. Seller will not assign or grant a security interest or other lien that will encumber the Hangar.
- 10. **Survival of warranties.** The representations and warranties contained in this Agreement shall survive the Closing for one year and shall not merge in any of the documents executed in connection with the Closing.
- 11. Indemnification and the right to set off. Seller agrees to indemnify, defend, and hold harmless Buyer for any and all damages, actions, suits, judgments, costs, charges, expenses, fines, penalties, attorney fees, and the consequences of any liabilities, that are asserted against or affect the Hangar because of Seller's actions or failure to act before the Closing (collectively, "Damages"). Buyer may set off the amount of any such Damages against any amounts Buyer owes Seller pursuant to this Agreement.
- 12. Changes in the condition of the Hangar. In the event of loss of or damage to the Hangar because of fire or some other casualty between the Effective Date of this Agreement and the Closing, Seller shall immediately give Buyer notice of the loss or damage. Buyer shall have the right to terminate this Agreement within ten (10) days after receiving notice from Seller if the damage exceeds \$5,000.00. If Buyer does not terminate this Agreement or the damage is less than \$5,000.00, Buyer may elect, (by giving written notice of such election to Seller), to either: (1) have Seller repair the damage before the Closing, at Seller's sole cost and expense; or (2) accept at the Closing an assignment from Seller of any insurance proceeds relating to the damage. If Buyer elects to accept an assignment of the insurance proceeds, Seller shall also pay to Buyer at the Closing an amount equal to Seller's deductible for the loss.
- 13. Conditions precedent for performance by Buyer. The obligation of Buyer to consummate the sale contemplated by this Agreement is subject to the fulfillment of the following conditions before the Closing. Buyer may waive these conditions in writing.
 - a. Each of Seller's warranties shall be true as though made again at the Closing, and no warranty shall be breached before the Closing.
 - b. Seller shall perform and comply with all its obligations under this Agreement before the Closing.
 - c. There shall be no material adverse change in the condition of the Hangar and no encumbrance on the title to the Hangar from the Effective Date of this Agreement to the time of the Closing.
 - d. No action or proceeding to restrain, prohibit, or declare illegal the transaction contemplated by this Agreement shall be pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public

authority, governmental agency, or court. No attachments, garnishments, levies, or liens shall be filed or in effect regarding the transaction contemplated by this Agreement or the Premises.

- e. Buyer shall have accepted the results of all inspections, inventories, appraisals, and audits commissioned by Buyer or otherwise required by this Agreement. However, if Buyer does not provide written notice to Seller before the conclusion of the Due Diligence Period or within such other time as is provided for in this Agreement of Buyer's termination or cancelation of this Agreement or of Buyer's dissatisfaction with or objection to the results of any inspection, study, appraisal, audit or other investigation commissioned by or otherwise provided to Buyer, Buyer shall be deemed to have accepted such results.
- 14. **No broker.** Seller and Buyer represent and warrant to each other that no broker or any other person or entity has been involved in or is entitled to a commission as a result of the sale and purchase of the Hangar as contemplated by this Agreement. To the extent a commission or fee is claimed by any person or entity as a result of its contacts with either Seller or Buyer, the party against and through whom the commission or fee is claimed shall indemnify, defend, and hold harmless the other party with respect to such claim and, to the extent the claim is to be paid, the indemnifying party shall bear the liability for the payment of the commission or fee.
- 15. Seller's default. Except as is otherwise expressly provided in this Agreement, in the event of any default by Seller that continues without cure for ten (10) days after delivery by Buyer of written notice to Seller, Buyer shall have the right (but not the obligation) to terminate this Agreement by notice to Seller within fifteen (15) days after the end of the cure period, and Buyer shall have any and all rights and remedies available to Buyer in law and at equity arising out of the default, including, without limitation, specific performance.
- 16. **Termination.** If either Buyer or Seller is not obligated to complete this Agreement because a condition precedent is not met, that party may terminate this Agreement by notifying the other party in writing of the terminating party's intention to terminate this Agreement, stating the reason for such termination.
- 17. **Ground Lease.** Upon the Closing of the transaction contemplated herein, the Airport Ground Lease between Buyer and Seller with respect to the real estate upon which the Hangar is presently located, said Ground Lease is signed and activated. See attached ground lease.
- 18. Entire agreement. This Agreement constitutes the entire agreement between the parties with regard to its subject matter and supersedes any and all other negotiations or agreements between the parties relating to the transaction contemplated by this Agreement. None of the prior or contemporaneous negotiations, preliminary drafts, or prior versions of this Agreement or any other document shall be used by any of the parties to construe or affect the validity of this Agreement or any of its terms. Each party acknowledges that it has not made or relied on any representations, inducements, or conditions not set forth in this Agreement.
- 19. Amendments. This Agreement may be amended only by a written document signed by all of the parties to this Agreement.

- 20. Successors and assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- 21. Governing law and venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan, without regard to any principles of conflicts of laws. Any actions concerning this Agreement must be brought in a court of competent jurisdiction located in Hillsdale County, Michigan.
- 22. Severability. If any term, covenant, or condition of this Agreement or its application is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall remain effective; and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 23. Time of the essence. Time is of the essence in the performance of this Agreement.
- 24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together shall constitute one and the same document.
- 25. **Notices.** Except as otherwise expressly provided in this Agreement, all notices required under this Agreement shall be effective only if in writing and either personally served or sent via certified mail, return receipt requested, with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address for notice purposes by giving written notice of the change to the other party as provided in this section.

	N WITNESS day		the p	oarties	agree	to the	foregoing	by	their	execution	this
CITY O	F HILLSDA	LE									
Adam St	ockford, Its M	Iayor			_		, Owner				_
	`, Its Cl	erk									

City of Hillsdale

Agenda Item Summary

MEETING DATE: October 7, 2024

AGENDA ITEM #: New Business

SUBJECT: Michigan Employee's Retirement System (MERS) Changes

BACKGROUND PROVIDED BY STAFF: City Manager, David Mackie

Project Background:

Document #1 – Close City Treasurer Defined Benefit (DB) Division (18)

Document #2 - Request DB to Defined Contribution (DC) projection for City Manager Division (15)

Document #3 – Increase BPU Union, Division (12), employee contribution rate from 9.16% to 10.16% upon approval of the new IBEW union contract

RECOMMENDATION:

City Council approve the above three requests to the City's DB plans with MERS.



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9711

www.mersofmich.com

This form is to be used for a participating municipality or court to request to close one or more of its divisions of Defined Benefit, Defined Contribution or Hybrid (each "Plan" or collectively, "the Plans"), and advise MERS what action will be taken for existing plan participants and new enrollments. The associated Plan Closures, Freezes and Conversions Policy and Procedure, which provides administrative procedures to implement the terms of the MERS Plan Document, is incorporated by reference into this Addendum, which is used to collect the municipality or court's request. All requirements in the Policy are at all times subject to the requirements of the MERS Actuarial Policy. Nothing in this form or the Policy is intended to conflict with the requirements of the Plans or MERS Actuarial Policy or any more restrictive requirement imposed by law, any of which may be amended by the MERS Retirement Board at any time.

IMPORTANT INFORMATION:

Closing MERS Defined Benefit plan(s) requires an actuarial projection study under the MERS Actuarial Policy.

The MERS Actuarial Policy provides for different amortization periods for closed or frozen divisions.

Upon closing or freezing the division(s), the required employer contribution will change to a monthly flat dollar amount instead of a percentage of payroll. Any existing employer caps will no longer be administered.

MERS service may not be combined with non-MERS service under the new plan to meet vesting and eligibility requirements.

I. Closing one or more divisions and impacts on existing employees

Name:	.#	
(Municipality name)	(Municipality number)	
hereby elects to close the following division(s):currently under the following plan type:	(Division number)	_
☐ Defined Benefit ☐ Defined Contribution ☐ Hybrid	Effective date:(DD/MM/YYYY)	_
Please use a separate form for each Division or Product T	Туре.	

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In doing so, the following action will be taken with impact to existing covered employees as outlined (select one per form):

Action taken on the division	Impact to existing employees	Check	
Close only	No impact to covered employees, benefit continues to accrue.		
	Plan is closed to new hires, rehires and transfers.		
Close division with option to	Covered employees may		
Convert**	Remain in the existing plan where the benefit continues to accrue, OR		
	Elect to Convert** their accrued benefit to the newly selected plan and commence coverage under the Plan.		
Close division with option to	Covered employees may		
Freeze***	Remain in the existing plan where benefit continues to accrue, OR		
	Elect to Freeze existing benefit (no future accrual) and commence coverage under new Plan.		
Close division, with options	Covered employees may		
to Convert** or Freeze***	Remain in the existing plan where the benefit continues to accrue, OR		
	Elect to Convert** their accrued benefit and commence coverage under the newly selected Plan, OR		
	Elect to Freeze existing benefit (no future accrual) and commence coverage under the newly selected Plan.		
Close division, Freeze*** is mandatory, with or without option to Convert**	Covered employees will cease to accrue service under the prior Plan and will commence coverage under the new Plan, and may convert their service under the prior Plan to one under the new Plan.		
Close division with mandatory Freeze*** division, no future Plan	Covered employees will cease to accrue future benefit and will not be enrolled in any Plan.		

**If the option above includes *Conversion* option, make sure to also complete Section III.

***If the option above includes *Freeze* option, make sure to also complete Section IV.

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II. Impacts to future participants
New hires, rehires and transfers of the division identified above will be enrolled in (check one):
the following MERS plan (a corresponding Adoption Agreement for the new plan is required:
☐ Defined Benefit ☐ Defined Contribution ☐ Hybrid ☐ 457
the following non-MERS plan:
Plan provider name:
Plan type:
If offering conversion to the new non-MERS plan, check this box to confirm the new plan is a defined contribution money purchase plan.
No retirement plan.
Not applicable – division position(s) discontinued, no future hires are eligible
III. Conversion for Active Employees, where applicable (available in limited transactions, see here for an outline)
This employee option is only available where any employee contribution rate in the current plan is identicate to the employee contribution rate in the plan to which the current plan is closing/freezing.
Will current division members be offered the option to convert their accrued benefit to the new plan and commence coverage under that plan?
Yes No Not applicable to this transaction
Conversion Option – additional required information if Employer elected to offer Conversion Option
If the employer has elected to offer current members of the closing or freezing division a one-time irrevocable option to convert, this will result in 1) conversion of their existing accrued benefit into a lump sum into the new Plan, and 2) future coverage under the new Plan.
The election to convert shall be effective at least three, and no more than six months following the effective date of the new plan as listed on page 1 or MERS' receipt of the addendum (whichever is latest), which shall be the first day of, 20, 20 (Conversion Date). If either the new Plan or the closing plan has mandatory employee contributions, they must be identical in both plans in order to offer employees a conversion or freeze option.

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A. Conversions from the Defined Benefit Plan to MERS Defined Contribution Plan, MERS Hybrid Plan or Non-MERS Qualified Defined Contribution Money Purchase Plan

For each current member of a Defined Benefit closing or freezing division who irrevocably elects to convert to one under the new plan and commence coverage under that new plan, MERS shall transfer to the member's credit the greater of the following to the Defined Contribution Plan, the Hybrid Plan defined contribution component or a non-MERS qualified defined contribution money purchase plan:

- (1) The member's accumulated contributions; OR
- (2) The actuarial present value of the accrued benefit associated with the members' coverage under the closed / frozen Defined Benefit Plan, after the conversion level percentage selected by the participating municipality below has been applied.

Conversion Percentage Selection

The conversion calculation shall be performed as provided in the MERS Actuarial Policy. Under that Policy, the employer shall select the Conversion Percentage (which may not be less than the division's actual funded level as determined in the actuarial study nor greater than 100%). If a Conversion Percentage is selected that is greater than the Division's actuarial funded percentage, as set out below, the employer is required to remit to MERS full payment for the additional liability for all converting members within 90 days of the Conversion Date.

The Conversion Percentage shall be (select one):
\square Equal to the division's actuarially determined termination liability funded percentage (not more than 100%)
\Box % greater than the actuarially determined termination liability funded percentage (not more than 100%)
If the employer offers current employees the option to convert their closed or frozen benefit
to a non-MERS Qualified defined contribution money purchase plan, the member will become
immediately vested in any non-vested employer contributions.

B. Conversions from the Defined Contribution Plan to the MERS Hybrid Plan (Defined Contribution component) or a Non-MERS Qualified Defined Contribution Money Purchase Plan

For each current participant of a Defined Contribution Plan who irrevocably elects to convert where the plan is closing to new hires, or where a current participant's service is frozen, and coverage will commence under the MERS Hybrid Plan, MERS shall transfer the full value of the participant's Defined Contribution Plan account (employer contributions, employee contributions and accumulated service) to the MERS Hybrid Plan (defined contribution component) and used toward vesting under the plan. Service will be recognized in the MERS Hybrid (defined benefit component) for vesting and eligibility only, with benefited service in the defined benefit component of MERS Hybrid plan beginning with the new plan effective date.

If the employer offers current employees the option to convert their closed or frozen benefit to a non-MERS Qualified defined contribution money purchase plan, the member will become immediately vested in any non-vested employer contributions.

C. Conversions from the MERS Defined Contribution to the MERS Defined Benefit

For each current participant of the **MERS Defined Contribution** plan who irrevocably elects to convert (where the plan is closing to new hires, or where a current participant's service is frozen, and coverage will commence under the Defined Benefit plan), MERS shall transfer the participant's employer and employee Defined Contribution account balance (except rollovers from other plans) to the **MERS Defined Benefit** plan.

Service accrued under the Defined Contribution plan will be fully recognized in the Defined Benefit plan for vesting and eligibility purposes. Assets transferred to the Defined Benefit plan (including all assets transferred from the Defined Contribution plan for those electing conversion, plus any additional contributions made or required by the participating employer) must equal a minimum of 80% of the Defined Benefit's additional accrued actuarial liability, based on the results of an actuarial valuation.

Participants who elect to convert their accrued Defined Contribution benefit to the new Defined Benefit plan shall be credited toward Defined Benefit plan benefit service at _____% (5%-100%, in increments of 5%) of the participant's total Defined Contribution benefit service.

For participants currently enrolled in the Defined Contribution plan who have a previously frozen Defined Benefit plan with this employer (as a result of a mandatory freeze or election to freeze by the participant) and elect to convert their Defined Contribution benefit to the Defined Benefit plan, the previously frozen Defined Benefit plan account will remain frozen (including the frozen Final Average Compensation).

IV. Closing with Mandatory or Optional Freeze for Current Active Employees, where applicable (available in limited transactions)

If either the new Plan or the closing plan has mandatory employee contributions, they must be identical in both plans in order to offer employees a conversion or freeze option. Alternatively, the employer may mandate that the benefit accrual be frozen instead of making it optional for active employees. For an optional freeze, employees must be given a minimum of three months, and no longer than six months to make their election (3 to 6 months after Effective Date list on page 1).

	effective	tha firat	day afı	. 20
rreeze	enective	trie iirst	uav oi.	. 20

With respect to the **Defined Benefit** or **Hybrid** (defined benefit portion) Plans that are closing and will freeze (either as a result of the plan freezing, or an individual option to freeze), the members' Final Average Compensation and Service Credit will be frozen and unchanged as of the effective date of the freeze. If the new plan is the MERS Defined Benefit, Defined Contribution or Hybrid Plan, service for vesting and eligibility purposes will continue to accrue on the frozen plan. If the new plan is the MERS 457 Plan, a non-MERS plan or no retirement plan, **all benefits shall be 100% vested**.

With respect to the **Defined Contribution** or **Hybrid** (defined contribution portion) Plans that are closing to new hires as mandatory or optional freeze for current members, their Defined Contribution account will no longer receive any further employer or employee contributions. If the new plan is the MERS Defined Benefit, Defined Contribution or Hybrid Plan **only**, vesting service will continue to accrue. If the new plan is the MERS 457 Plan, a non-MERS plan or no retirement plan, **all benefits shall be 100% vested**.

V. Execution

Authorized Designee	of Governing Body of Mur	nicipality or C	hief Judge of Court	
	ion Agreement is hereby ap, 20_		(Name of Approving Employer)	on
_	::			
			ment System of Michigan	
• •				
Dateu.	, 20	. Signature	(Authorized MERS Signatory)	

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Municipal Employees' Retirement System of Michigan 1134 Municipal Way • Lansing, MI 48917 800.767.MERS (6377) • Fax: 517.703.9707 www.mersofmich.com

	Request for Ballpark Estimat	e
Please print clearly • Retain a copy for your records		
estimate for illustrative purposes only	r a final actuarial report. By submitting this for Neither the employer, nor any other party re al future contribution amounts or rates.	· · · · · · · · · · · · · · · · · · ·
1. Municipality contact informa	ation	
Municipality name*		Municipality number (6 digits including reporting unit)*
Division(s) in estimate (provide Division Numbers)*		
Contact name*	Contact email*	Contact phone number
2. Background information		
Is the purpose of this request for a Correct	ctive Action Plan under Section 10 of the Public Ac	et 202?
	es that this ballpark estimate does not serve as a s s supporting documentation submitted to Treasury	
Actuarial Valuation, please indicate for w	changes that have been implemented (or are per hich divisions and describe the change using the s request. Unless otherwise specified, it will be as	following table. Any applicable actuarial
Merges, carve-outs, or other pending benefit changes	9	
New hire benefit changes		
Amortization period/policy (Accelerated to 15-yr amortization, etc.)		
Large additional contributions (Include dates/amounts)		
No Changes		
4. Proposed plan change detai	ls	
	ne Single Division table on the next page and upda s table on the following page. Include additional co ed Scenario # as needed.	•
By default, results will be totaled for division Default Muni total	on(s) listed within a proposed scenario unless othe By Division/link-set	erwise noted:

* Required field

Request for Ballpark Estimate

5. Certification

The requestor understands:

- 1. This is not a request for a final actuarial report. This is a request for an estimate for the convenience of the employer submitting this request, and for illustrative purposes only. Neither the employer, nor any other party receiving a copy of the requested estimate may rely on the estimate as in any way predictive or indicative of actual future contribution amounts, rates, or for any other purpose whatsoever. The employer agrees that MERS shall have no liability arising out of the estimate or the information provided and agrees, as a condition of its receiving the estimate, that the employer will fully indemnify MERS for any expenses or liability MERS may incur arising from or related to the estimate. Pursuant to MCL 38.1140h and Section 45 of the MERS Plan Document, the System's Actuary shall complete a supplemental actuarial report before the employer implements any benefit change for existing plan participants.
- 2. The estimate will be based upon data underlying the most recent Annual Actuarial Valuation except where otherwise noted.
- 3. Provisions and modeling parameters of all retirement plans herein are dictated by the MERS Plan Document and Actuarial Policy.
- 4. MERS staff reserves the right to adjust the request details if deemed appropriate or necessary to meet the scope and purpose of the request.
- 5. The scope of the requested estimate is limited and may provide, at a high-level, short-term accrued liability and normal cost or a graphical illustration of projected employer contributions and plan funding.

a graphical inditiation of projected employer contributions and plantariang.						
Signature of authorized representative*						
Printed name of authorized representative*	Title of authorized representative*	Date (mm/dd/yyyy)*				

Submit this form to:

Municipal Employees'
Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917

Fax: 517.703.9707

^{*} Required field



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Na	me Municipality #:
If new to MERS	, please provide your municipality's fiscal year: through Month
II. Effective Date Check one:	:e
	his is the initial Adoption Agreement for this group, the effective date shall be the first day, 20
	☐ This municipality or division is new to MERS, so vesting credit prior to the initial MERS effective date by each eligible employee shall be credited as follows (choose one):
	 □ All prior service from date of hire □ Prior service proportional to assets transferred; all service used for vesting □ Prior service and vesting service proportional to assets transferred □ No prior service but grant vesting credit □ No prior service or vesting credit
	☐ Link this new division to division number for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)
	his is an amendment of an existing Adoption Agreement (Defined Benefit division number), the effective date shall be the first day of/20 (mm/yy). <i>Please note:</i> You only to mark <i>changes</i> to your plan throughout the remainder of this Agreement.
	his is a temporary benefit (Defined Benefit division number(s)), one of the following:
	This is a temporary Benefit Window with a duration of 2-6 months. Effective dates are from/01/ through the last day of/20 (mm/yy). Complete provisions as applicable under Section IV of this form.
	This is a temporary Lump Sum Buyout Program for terminated vested participants with a duration of 6-24 months. Effective dates are from/01/ through the last day of/20 (mm/yy). Payout will reflect% (1-100%) of the participant's present value of accrued benefit. For example, if 40% is used, the payout will be 40% of the present value of the benefit. This percentage cannot be changed once adopted.

D.	☐ If this is to separate employees from an existing Defined Benefit divi	
	the effective date shall be the first day of, 20	
E.	If this is to merge division(s) into division(s) the effective date shall be the first of, 20	,
F.	☐ If this is an amendment to close Defined Benefit division(s) #hires, rehires, and transfers going into an existing Defined Benefit division the effective date shall be (month/year).	 ,
	Note: Closing this Defined Benefit division(s) will change future invo amount instead of a percentage of payroll, as provided in your most actuarial valuation.	
	(The amount may be adjusted for any benefit modifications that may have to	aken place since then).
G.	☐ If this is to close Defined Contribution or Hybrid division # and/or future active participants enrolling in existing DB division # closed, now re-opened), the effective date shall be the first of	(previously
	Please complete all subsequent sections of this Defined Benefit Adoptincluding all provisions in effect) and the <u>Addendum for Plan Freeze</u> , <u>Conversions</u> .	· ·
H.	☐ If this is to close Defined Contribution or Hybrid division #and/or future active participants enrolling in a new Defined Benefit division shall be the first of, 20	
	Please complete all subsequent sections of this Defined Benefit Adoptincluding all provisions in effect) and the <u>Addendum for Plan Freeze</u> , <u>Conversions</u> .	· ·

III. Plan Eligibility			
Division Title:			
Only those employees eligible for MERS membership may participat Plan. If an employee classification is included in the plan, then employees service credit if they work the required number of hours to m defined below. All eligible employees must be reported to MERS. Place classifications that are eligible for MERS within this division:	oyees that eet the se	t meet this rvice credi	definition will the definition will definition will be defined as the definition of the definition will be defined as the definition of the definition will be defined as the definition of the definition
(For example: e.g., Full-time employees, Clerical staff, Union Employees	s participating	g in XXXX uni	on)
This Division includes public safety employees (this information is us	ed for actu	uarial purpo	oses only. It
does not relate to the additional tax for early distribution):	☐ No	' '	,
To further define eligibility (select all that apply):			
Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than months in total			
Part-Time Employees: Those who regularly work fewer than per			
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year			
Voter-Elected Officials			
Appointed Officials: An official appointed to a voter-elected office			
Contract Employees			
Other:			
Other 2:			
Probationary Periods (select one): Service will begin after the probationary period has been satisfied. Fone-month increments, no longer than 12 months. During this probation not report or provide service. Service will begin to accrue and contribute Probationary Period ends. The probationary period will be month(s). Comments:	tionary pe	eriod, the e	employer will
Service will begin with the employee's date of hire (no Probationary hire, wages paid and any associated contributions must be submitted	•		th the date of

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an *hours and days* has been previously defined (like 10 seven-hour days), stating "70 hours" will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit,	an employee sha	all work (or b	e paid for a	as if working)
hours in a month.				

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages are not reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer.
- For **contributory divisions**, employee contributions are required where service credit is granted and due at the time of monthly wage and contribution reporting. Employers may use the following formula to calculate employee contributions: the employee's current hourly rate (prior to leave), multiplied by service credit qualification (hours) multiplied by employee contribution. For example, if employees' hourly rate is \$20, the division requires 120 hours to obtain service credit, and employee contributions are 5%, the calculation will look like: \$20/hour X 120 X .05 = \$120 in employee contribution for that leave month. Employers may use another internal formula, if they choose and MERS will make note of it.

If an alternative formula is going to be used, please describe that here:

Type of Leave	Service Credit Granted	Service Credit Excluded
Short-Term Disability	П	
Long-Term Disability		
Workers' Compensation		
Unpaid Family Medical Leave Act (FMLA)		
Other: For example, sick and accident, administrative, educational, sabbatical, etc.		
Other 2:Additional leave types as above		

Leaves of absence due to military service are governed by the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Benefit as applicable.

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

using	the elected definition, must be reported to	DIVIERS.	
Selec	t your Definition of Compensation:		
	Base Wages	Gross Wages	Click here to view details of Base, Box 1, and Gross Wages
	Custom Definition		Dox 1, and Gross Wages
	(To customize your definition, please com	plete the <u>Custom Defin</u>	nition of Compensation Addendum.)
V. Valuati	on-Required Provisions		
Valuat	tion Date:, 20)	
1.	Review the valuation results		
	It is recommended that your MERS repre your municipality before adopting. Please	•	l explains the valuation results to
	☐ Our MERS representative presented a	and explained the valua	tion results to the
	(Board, Finance Cmte, etc.) on(mm	n/dd/yyyy)	
	☐ As an authorized representative of this	s municipality, I	
		aive the right for a pre	(Name) sentation of the results.
	(Title)		

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2.	Benefit Multiplier (1%-2.5%, increments of 0.05%) % (max 80% for multipliers over 2.25%)	
	Check here if multiplier will be effective for existing active members' future service only (Bridge Benefit as of effective date on page 1)	ed
	If checked, select one below:	
	☐ Termination Final Average Compensation (calculated over the members entire wage history)	
	☐ Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)	
3.	Final Average Compensation (Min 3 yr, increments of 1 yr) years	
4.	Vesting (5 -10 yrs, increments of 1 yr) years	
5.	Normal Retirement Age will be the later of: (any age from 60-70), or the vesting provision selected above (#4).	า
6.	Required employee contribution (Increments of 0.01%) %	
7.	Unreduced Early Retirement/Service Requirements:	
•		
	☐ Age 50 – 54 Service between 25 and 30 years	
	☐ Age 55 – 65 Service between 15 and 30 years	
	☐ Service only (must be any number from 20 – 30 years accrued service):	
	☐ Age + Service Points (total must be from 70 – 90): points	
8.	Other	
	\square Surviving Spouse will receive 50% of Straight Life benefit without a reduction to the	
	employees' benefit (also known as an RS50)	
	☐ Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)	
	☐ Deferred Retirement Option Program (DROP) – If selected, complete the following:	
	Credited interest rate:% (please select either 0 or 3%)	
	 The employer, if selected, will delay a Cost of Living Adjustment (COLA) during the DROP period (skip if not applicable): Yes No 	
	 Credited payment percentage will be:% (enter a number from 1-100% in increments of 1%) throughout the duration of the DROP period. 	

9.

9.	 □ Annuity Withdrawal Program (AWP) Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using: □ Interest rate for employee contributions as determined by the Retirement Board, or □ MERS' assumed rate of return as of the date of the distribution. 9. Cost-of-Living Adjustment 					
	All current retirees as of effective date Retirees who retire between /01/ and/01/	☐ Future retirees who retire after effective date				
	Increase of% or \$ per month	Increase of% or \$ per month				
	Select one: Annual automatic increase One-time increase	☐ Annual automatic increase				
	Select one: Compounding Non-compounding	Select one: Compounding Non-compounding				
Employees must be retired months (6-12 months, increments of 1 month) Employees must be retired month (6-12 months, increments of 1 month)						
	•	ged for active participants as of the effective date service after the effective date will have no COLA				
10.	Service Credit Purchase Estimates are: Not permitted Permitted					

VI. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this MERS Defined Benefit Plan Adoption Agreement and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VII. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VIII. Enforcement

- 1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
- 2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
- 3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
- 4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
- 5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
- 6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

Dated: ______, 20_____ Signature: _____

IX. Execution

The foregoing Adoption Agreement is hereby approved by ________ on the ____ day of ______, 20____. Authorized signature: _______ Title: ______ Received and Approved by the Municipal Employees' Retirement System of Michigan

(Authorized MERS Signatory)

City of Hillsdale Agenda Item Summary

Meeting Date: October 7, 2024

Agenda Item: New Business

SUBJECT: Bid Award – City Hall Carpet Replacement

BACKGROUND PROVIDED BY: DPS Dir. Jason Blake / City Eng. Kristin Bauer

City staff developed and requested bids for carpet replacement within the 3rd floor City Managers Suite in addition to 2nd floor Assessing Suite. Carpet in both areas currently has extensive delamination, wrinkling, and seam raveling due to age, rolling chairs and pedestrian traffic.

We received a single bid from Willowbrook Interiors from Coldwater Michigan. \$16,000 was budgeted in the 24/25 fiscal year for this project.

<u>Contractor</u> <u>Base Bid</u> Willowbrook Interiors \$12,089.00

Due to Willowbrook interiors bid coming in under the \$16,000 budgeted amount, City Staff obtained an additional quote from Willowbrook Interiors for new carpet, with installation, within the City Clerk's Suite.

Additional Quote

City Clerks Suite - \$3,890.00

RECOMMENDATION:

City Staff recommends for City Council to award the City Hall Carpet Bid and additional quoted work located within the City Clerk's Suite to Willowbrook Interiors in the total amount of \$15,979.00



City of Hillsdale, Michigan **BID SHEET**

Project: City Hau CARPET REPLACEMENT

Date: SEPT 12, 2024 2PM

Company	Base	TOTAL:
Willowbrook Interiors		12,089. xy

PROPOSAL:
All bids will be paid utilizing Lump Sum Prices in accordance with the submitted proposal.

BASE BID TABLE

ITEM DESCRIPTION	QUANT	UNIT	TOTAL COST
Mobilization, Max, 5% Max	1	LS	\$ 575.00
City Hall Assessing Suite (2 nd Floor)	1	LS	\$ 8749.00
City Hall City Managers Suite (3 rd Floor)	1	LS	\$ 2765.00
TOTAL BID AMOUNT:			\$12,089.00

TOTAL BID AMOUNT: twelve thousand eighty nine	\sim
Use words 0	Dollars
Contractor Signature:	-
Printed Name and Title: Nendy Gimenez Manager	

ESTIMATE

September 18, 2024

City Hall- Hillsdale

1. City Clerk Office:

Shaw Hook Up Carpet tile color Charged. Full spread installation using recommended adhesive Shaw D5000. Johnsonite 4" covebase color TBD installed using Henry H440 covebase adhesive. Quote includes the removal and disposal of the existing carpet and covebase. Our quote includes minor floor prep. Any unforeseen floor prep will be billed as T&M. All furniture must be moved prior to to installation date.

*** Moving is not included
Freight included

Total \$3890.00

Respectfully,

Wendy Gimenez

Willowbrook Interiors 483 N Willowbrook Rd Coldwater, MI 49036 517-278-9889 willowbrookinteriors.com



Official Proclamation

WHEREAS In 1988, US President Ronald Reagan declared October as a month to recognize the unique grief of bereaved parents in an effort to demonstrate support to the many families who have suffered such a tragic loss;

WHEARAS Pregnancy and Infant Loss is such a common occurrence, one that is usually not recognized and rarely acknowledged;

WHEREAS 1 in 4 women will lose a baby during pregnancy, delivery or infancy;

WHEREAS this devastating tragedy often occurs suddenly, without warning, as a result of miscarriage, stillbirth, preterm birth, Sudden Infant Death Syndrome (SIDS), accident, or other causes or complications;

AND WHEREAS increased awareness of the causes and impacts surrounding pregnancy and infant loss may lead to greater understanding, support and resources in communities across the United States;

AND WHEREAS in 2002, the 15th day of October Pregnancy and Infant Loss Remembrance Day Campaign began and is recognized in parts of the United States and in many other jurisdictions around the world, as a day of remembrance and awareness of pregnancy and infant loss where many participate in the **International Wave of Light** by lighting a candle at 7:00 p.m. local time to honor all babies gone too soon;

AND WHEREAS on October 20, 2024 the Hillsdale Hospital will hold their **17**th **Annual Remembrance Walk** at Owen Memorial Park, Baw Beese Lake at 1:00 p.m. for parents and families to remember the lives gone too soon;

AND WHEREAS we recognize and acknowledge the unique grief of bereaved parents of pregnancy and infant loss;

AND WHEREAS we demonstrate our support for the many families affected by such loss;

NOW, THEREFORE, I, Adam L. Stockford, Mayor of the City of Hillsdale, Michigan, do hereby proclaim October 15th 2024 as Pregnancy and Infant Loss Remembrance Day in the City of Hillsdale and encourage parents, caregivers and all residents to become educated in opportunities to prevent pregnancy and infant loss and support bereaved families when prevention is not possible.



Pregnancy & Infant Loss Remembrance Day October 15, 2024

IN WHITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hillsdale to be affixed this 7th day of October 2024

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Adam	L.	Stockford,	Mayor